RESPONSE TO REQUEST FOR PROPOSAL #147-2024-FSMC AND CONTRACT



# FOOD SERVICE MANAGEMENT COMPANY

APRIL 26, 2024 BY 2:00 P.M.







# Presented to:

Asheboro City Schools
April 26, 2024

# Presented by:

#### **David Newman**

Chief Executive Officer Sodexo At School, North America 202-819-2948 david.newman@sodexo.com

#### **Deborah Whitmire**

Senior Vice President Sodexo At School, North America 803-319-9604 deborah.whitmire@sodexo.com

#### **Larry Wilson**

District Manager Sodexo At School, North America 843-605-8825 larry.wilson@sodexo.com

#### **Bobbie Smith**

General Manager Sodexo At School, North America 864-764-4368 bobbie.smith@sodexo.com



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This proposal contains proprietary and confidential information of Sodexo. It may not be disclosed to third parties without Sodexo's prior written consent. As the recipient of this proposal, you agree to use due care to prevent its unauthorized use.





EXECUTIVE
SUMMARY







## SARCECHION-

# The Team You Can Count on to

# Deliver Excellence

We are grateful to Asheboro City Schools for entrusting Sodexo with the care of your child nutrition program for over 30 years. Looking ahead to the future, we view each day as an opportunity to refine service and improve the quality of life for your District's community.

# Within this proposal, you will learn about the following:



**Acceleration** needed to achieve and exceed your goals



**Plans to maximize funding** in a time of uncertainty



Raising the bar by evolving with regulation change



Our promise to deliver the best child nutrition program that positively impacts every student, every day

#### TEAM DELIVERING INNOVATION

#### **STRATEGIC VISION**



**BOBBIE SMITH** 

On-site General Manager

Bobbie provides day-to-day oversight and operational guidance to the team. Her positive attitude and attention to detail ensure quality student engagements by the dedicated team delivering an excellent program. Bobbie is an experienced leader with over 19 years of experience in school nutrition. She has a track record of success in foodservice operational efficiencies, recipe and menu development, program development, quality assurance, client relationships and budget development.



**SABRENA JONES** 

**Operations Manager** 

Sabrena brings dynamic leadership skills and a 13-year career of progressively increasing management experience and responsibility in school food service. She achieves success in operational efficiencies, program development, quality assurance, client relationships and budget development and is a proven child nutrition leader. Sabrena excels at aligning goals and creating committed partnerships, and she is proficient in leading, facilitating, delegating, and encouraging quality service and cost-saving measures.



KIRTLEY GILBERT

Foodservice Manager

Kirtley leverages over 25 years of foodservice and hospitality industry experience to deliver impeccable service and ensure operational excellence. She develops employees by tapping into individual talents and teaching them how to lead among their peers. Kirtley ensures the preparation of fresh, healthy foods and promotes wellness to the students she and her team serve



**LARRY WILSON** 

District Manager

Larry supports Bobbie with strategic oversight and resource allocation. With over 20 years' experience of serving students and a proven track record of employee development within the K-12 industry, he has the sound judgment, effective leadership and communication skills needed to confidently support Asheboro City Schools.

#### STUDENT HEALTH AND WELLNESS



KENDAL TURPEN

Marketing Manager and Student Participation Specialist

As marketing manager and student participation specialist, Kendal coordinates the implementation of new innovations, marketing and promotional programs, and customer engagement strategies. She brings significant expertise in technology consultation and integration to her role. Kendal also assists with outreach initiatives, including student and community surveys, merchandising and targeted participation plans by site.





STACIE REITER

Senior Manager Nutritional Systems

Stacie is the support specialist for state reviews and audit compliance and provides regulatory expertise in USDA child nutrition. As the director of menu systems, she supports nutrition software, menu planning and student-driven recipe development. She customizes menus, ensuring compliance with nutrient analysis. She is the lead trainer for our North Caolina team and supports professional development training requirements related to nutrition.

#### **CULINARY TEAM**



**CHEF MICHAEL MORRIS** 

Culinary Design and Executive Chef

Chef Michael offers on-site culinary skill building, training and assessment. He leads the culinary enhancement team in local recipe design and creation and utilizes real-time student feedback to create customized recipes. He also builds cards and training tools to ensure consistency and innovation in menu design.

#### **HUMAN RESOURCES AND EMPLOYEE SUPPORT**



LISA STANEK

Human Resources Business Partner

Lisa has more than 20 years' experience leading and developing employee engagement strategies. In her work with Asheboro City Schools' management team, she provides consulting on strategic staffing plans, compensation, benefits application, and training and development. In addition, Lisa also ensures compliance with relevant state and federal policies and laws.



**ALEXIS TEICHMAN** 

Regional Frontline Recruiting Specialist

Alexis maintains strong community partnerships with job coaches and employment representatives across your region, attends local hiring events and hosts on-site job fairs. She drives employee engagement through employee appreciation events. She attends weekly trainings to stay current on the latest recruiting trends and technologies to help source and attract the best candidates throughout the region. She also mediates employee conflict when needed, facilitating Employee Town Halls.

#### **BUILDING GREAT PARTNERSHIPS**



**DEBORAH WHITMIRE** 

Senior Vice President

Deb supports your strategic business needs and builds vibrant relationships with you and your teams. Deb and her entire team pride themselves on delivering upon our commitments to you, leveraging the full depth and breadth of Sodexo's support, resources and expertise. The result is an innovative solution that continually evolves to meet your current needs while anticipating tomorrow's trends.

### IMAGINATIVE AND EFFECTIVE LEADERSHIP: POWERING COLLABORATION

General Manager Bobbie Smith and the entire Sodexo team embody our commitment to:



Devote the time to understand your vision



Deliver effective solutions



Fuel innovation



Leverage best practices



Ensure easy access to nutritious and appealing meals



Pivot quickly and effectively through flexible delivery methods



Execute targeted participation strategies



Empower a culture of collaboration



Provide unsurpassed quality



Sustain long-term success



With student, staff and community insights in mind, we create fresh and customizable menus and, most importantly, a joyful dining experience for all.

Our vision plan for Asheboro City Schools is focused on five supporting values:



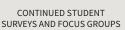
# Growing a Healthier Future Together



YOUR FIVE-YEAR INNOVATION ROADMAP

### **STUDENT SUCCESS**











EXPERIENCE



EVOLUTION OF TASTE 4 2.0



SIMPLY TO GO FUEL PACKS AND PERFORMANCE MEALS



LUNCHLOCKERS



POP-UP RESTAURANT CONCEPTS



STUDENT INSIGHT DRIVES CUSTOMISED MENUS



UPSHOW DIGITAL MENU BOARD SOLUTIONS



STUDENT PROMOTION INFLUENCER





# TEACHING AND LEARNING ENVIRONMENT



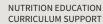


















Our Journey Toward an Accelerated and Energized Nutrition and Wellness Experience Starts Here





Deploy our newest brand, K-5 Reimagined, throughout the elementary campuses to increase the speed of service and create a retail-type experience for students



70% of menu items are local, fresh and scratch-made



Rev up school lunch with the addition of the Big-City Bites promotional series on the District's food truck.

# FINANCE AND OPERATIONS



COMMITTED TO TRANSPARENT FINANCIAL REPORTING





FULL UTILIZATION OF COMMODITIES



COLLECT AND ANALYZE BENCHMARK DATA



GRANT WRITING SUPPORT



SUPPORTING AND PREPARING CLAIMS FOR SFA APPROVAL AND SUBMISSION



SNP, CACFP AND SUMMER MEAL INTEGRITY PLAN COMPLIANCE

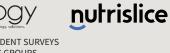




### **COMMUNICATION AND COMMUNITY**



CONTINUED STUDENT SURVEYS
AND FOCUS GROUPS









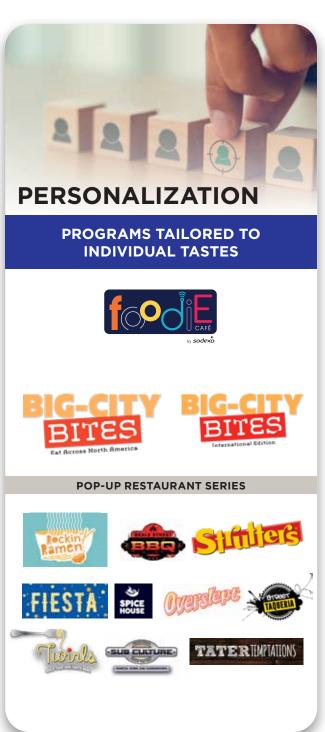




Asheboro City Schools will continue to experience operational excellence and the best results with us as your partner. Our team holds themselves accountable for developing and executing plans that reflect your expectations and pinpoint participation growth opportunities.

# **Marketing Plan**





#### MARKETING TO MOVE YOU FORWARD

As you've experienced during our partnership, the right marketing plan grows student and staff participation. Our plans are customized by grade level and focus on communication, personalization and rejuvenating the student experience. The marketing plan designed for Asheboro City Schools is outlined below and geared toward expanding great experiences at each grade level.





# FOOD IS AT THE HEART OF EVERYTHING WE DO.



#### **MISSION**

We aim to be the premier schools' services partner for Asheboro City Schools and your students. The best people, programs and services will help us create exceptional student experiences and deliver our best-in-class menu.

Our best-in-class menu is not just a menu, rather a mindset in everything we do. Building the foundation of technique to deliver innovation. Our approach focuses on using a scratch cooking philosophy to deliver a menu with consistent flavors, inclusive of global cuisines and innovative on-trend foods, while maintaining our core foundation of providing quality meals that fuel learning.

#### **VALUES**

Our core values reflect both the quality of service we deliver and our continued effort to improve the dining experience for all students. Every aspect of Asheboro City Schools dining program will align with the following values:



We celebrate food's ability to bring people together.



We understand that variety is the spice of life.



We care about students.



We serve food of the highest culinary standards possible.



We act in an environmentally responsible manner.



We value food's contribution to health.



We proudly serve our partners, clients and customers.



We consider our employees as part of our family.



We believe that our diverse culinary backgrounds, kitchen experiences and cooking styles are at the heart of our Love of Food.

Through our Love of Food, we create warm, welcoming environments for your students to achieve their dreams. This partnership will help us deliver a dining program that creates an enhanced experience for your students and your school community.



#### **OUR PROMISE TO ASHEBORO CITY SCHOOLS**

We promise to...

Nourish the minds of your students by providing healthy and nutritious meals that explore global and familiar flavors while being mindful of the environment.

Positively impact your students' lives by creating a dining experience centered on great food, fresh ingredients, healthy options and inviting environments.

Celebrate fresh, simple, bold and satisfying flavors featuring seasonal ingredients.

Pursue culinary excellence and student satisfaction as the foundation for our Love of Food.











# PROVIDING TASTY AND NUTRITIOUS FOOD EXPERIENCES FOR ALL

Your students no longer face the barriers that impact their access to quality meals with us as your partner. Our team rapidly weaves student insights into customizable, ethically sourced meals to fuel your community. Pushing participation in federal programs for breakfast, lunch and snacks, we focus on growing each program to its maximum potential through the following innovations:

- Advanced student-driven menus that reflect your community's preferences
- Pop-up restaurants to cultivate excitement and exploration of various cuisines
- Functional, nutrient and proteindense meals to promote performance achievement
- Introduction of foodiE, our middle school brand designed for the tech savvy, socially responsible student to explore an array of cuisines
- Flexible meal options featuring pickup lockers, Desk Express, Micro Market solutions and mobile ordering



#### WE START WITH QUALITY INGREDIENTS







Chef Michael prepares recipes that contain wholesome and healthy ingredients to ensure that your students are ready to perform their best in the classrooms, on the sports fields and in life.

Your child nutrition program is rooted in:

- Dishes comprised of more whole grains and legumes, along with less sodium, saturated fat, high-fructose corn syrup and other simple sugars
- Snacks and beverages that meet USDA Smart Snacks' nutrition guidelines across all grade levels
- Homestyle recipes, such as scratchmade soups, a variety of pasta dishes and freshly baked, whole wheat bread and bakery items sourced from local bakeries
- Garden bars stocked with an assortment of fruits and vegetables from North Carolina-based farms
- A variety of entrées and sides representing the proper balance of proteins and carbohydrates to promote fullness
- Fresh dairy products sourced from local dairies
- Increased plant-forward menu options



"The Love of Food platform enables us to provide fresh, made-from-scratch foods that the students can enjoy. It allows for flexibility in creating menus while meeting nutrient requirements because these recipes are made with seven ingredients or less. Love of Food demonstrates how we can use basic ingredients like chicken, beef, pork, fish and veggies and turn them into a variety of entrées and sides with different flavors that appeal to all age groups."

- Chef Michael Morris

#### CULINARY DESIGN ROOTED IN QUALITY AND CARE

Fitting the Love of Food philosophy, our culinary team creates menu items that highlight tasty, fresh and responsibly sourced ingredients. Examples of these student-approved dishes include:



Overnight Oats



Pork Posole



Fresh Carnitas With Pineapple Pico de Gallo



Garden Chef Salad



Ultimate Veggie Wrap



# Celebrate the plant-forward lifestyle with vegetarian options that even carnivores will love.

Our chefs create dishes that keep up with dining trends, including:

- Flatbreads and wraps
- Tacos and burritos
- Smoothie bowls with fresh fruit and granola
- Wild rice and guinoa bowls
- Super salads
- Veggie pizzas and pastas
- Fruit, cheese and yogurt plates
- Lentil stew bowl

Our hamburgers are made with 100% beef

CLEAN

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## MIX IN ADVENTURE: POP-UP RESTAURANTS

One of the biggest trends in the restaurant industry is the pop-up. Across the United States, diners enjoy various cuisines with seasonal food created by local or traveling talent. Since your students are always on the lookout for the next best thing, we are proud to offer this concept at Asheboro City Schools. From comfort foods to new flavors, we offer 52 cuisine choices that students can vote on weekly.

unique weekly choices mean you can go an entire school year without experiencing the same pop-up twice.

Ramen? Check.

























# Add Fuel: Fit and Functional Meals for Elevated Performance

Optimizing nutrition for physical, mental and emotional function in and outside of the classroom is an incredibly important part of any well-rounded nutrition plan. Your on-the-move students have diverse needs – and we are here to help them learn and play with the right fuel.

The following comprehensive nutrition offerings appeal to students thanks to delicious flavors, nutritional benefits and convenience.

**Protein Packs** - Protein plays an essential role in childhood growth and development. It includes many important nutrients like B vitamins, zinc, iron and magnesium. Featured as part of our snack offerings, Protein Packs provides delicious, nutritious pick-me-ups that even the pickiest eaters love.

**Fuel Packs** - When snack time rolls around, sometimes a single granola bar won't do. Perfect for any time of day, Fuel Packs feature fresh fruits, veggies, beverages, healthy proteins and plant-based choices. Carefully curated to support performance in the classroom and beyond, Fuel Packs qualify as fully reimbursable meals and pair well with lunches brought from home.

**Performance Meals** – Student athletes have very specific nutritional needs for on and off-season as well as game day and recovery. Performance Meals appeal to athletes, coaches and trainers with our training tables, fueling stations and travel meals designed to improve physical performance, mental clarity and emotional positivity.



### Reimagining our **Elementary Program**



The goal of K-5 Reimagined is to transform our current program to meet the

emerging expectations of elementary school dining, infuse the offer with technological innovations that enhance the student experience and expand the footprint beyond the traditional lunch block.

Program enhancements will focus on:

- 1. A retail-style service experience that is similar to what students are experiencing outside of the school environment.
- 2. Increased speed of service and convenience platforms to allow more time to eat and spend time with friends during lunch.

Development of the new elementary program is currently in progress and will be ready for the start of the new school year.

Asheboro City Schools will be one of the pilot accounts for this new elementary brand.





# Building a Sense of Community: **FOODIE Café**



Changing the way middle school students think about, choose and experience food, our

new integrated dining program, foodiE Café, provides exciting and nutritious meals. As they relax with their friends, your middle schoolers can engage with the café culture through social media, influencers and information, which provide food and wellness knowledge that will serve them well into adulthood.

Beyond just a place to meet with friends, foodiE builds community and supports an environment for continual learning. Thoughtful information, trivia and other activities give foodiEs a chance to learn more about well-being, safety and the food they eat. The experience also connects them with programs that directly impact their communities.



# Innovating the Future of High School Dining **Evolution of Taste4**



Introduced within the Schools portfolio in 2017, Taste4 has become the beloved standard for our high

school brand. But, as with any brand,

continuing to innovate and refresh are essential to remain relevant with an everevolving consumer base. More to come as development is slated to begin in 2025.



## Created with Love Culinary Concepts

Created with Love Culinary Concepts are a component of Sodexo's retail strategy to elevate our food,

marketing and merchandising to meet the expectations of today's students. These popup style offers enable districts to offer student engaging, on-trend, retail-style, limited-time options that rotate based on student preferences.

Core concepts may include: "Slices" – a traditional freshbaked pizza concept; "Craft It" – a self-serve or made-to-order deli; along with grilled,

Tex-Mex and Asian options, with additional customized concepts in future development.

SLICES I CRAFT TI I GRILLED

### Enhanced Retail and a la Carte

The goal of enhancing the retail/a la carte strategy is to expand beyond the traditional notion of cookies and chips. Instead, we will create convenience and a destination where students can find the items they love and crave throughout the school day.



ASHEBORO CITY SCHOOLS' FOOD TRUCK IS GOING TO TAKE STUDENTS ON A CULINARY TRIP AROUND THE COUNTRY AND EVEN THE WORLD.

THE FIRST EVER ROAD TRIP BASED MENU WILL BE FEATURED IN ASHEBORO CITY SCHOOLS. THIS MENU WILL BE CHEF DEVELOPED WITH TASTES FROM AROUND THE GLOBE.

ALL OF THE ENTREES SERVED FROM THE FOOD TRUCK WILL BE PORTABLE FOR A QUICK AND EASY DINING EXPERIENCE. BOLD AND UNIQUE FLAVORS WILL SET OUR FOOD TRUCK APART.

SHOWN TO THE RIGHT ARE CITIES THAT WILL BE FEATURED ON THE 2024-2025 MENU















# FALL 2024 TOUR MENU

## STOP #1 CHICAGO **ITALIAN BEEF SANDWICH**

A FRESH BAKED SUB WITH SHAVED STEAK, SHREDDED CARROTS AND THE CHEF'S CAULIFLOWER ESCABECHE **SERVED WITH FRIES** 

### STOP #2 BOSTON CHICKEN PARMESAN SUB

CRISPY CHICKEN ON A FRESH BAKED SUB WITH MOZZARELLA AND PARMESAN CHEESE, TOPPED WITH MARINARA SERVED WITH PARMESAN GREEN BEANS

### STOP #3 PHILADELPHIA PHILLY-STYLE CHEESESTEAK

SHAVED STEAK WITH CHEDDAR CHEESE SAUCE, PEPPERS AND ONIONS ON A FRESH BAKED SUB ROLL SERVED WITH FRENCH FRIES

### STOP #4 MIAMI **CUBAN BEEF STEAK**

CUBAN CITRUS MARINADE SHAVED STEAK ON A FRESH SUB ROLL WITH BLACK BEAN AND CORN SALSA SERVED WITH SWEET POTATO FRIES

### STOP #5 CHARLESTON **BBQ PULL PORK SANDWICH**

PULLED PORK WITH SWEET CAROLINA BBQ SAUCE SERVED ON A BURGER BUN SERVED WITH THE CHEF'S BAKED BEANS

















#### REMAIN FLEXIBLE IN A TIME-CRUNCHED WORLD

Your community is constantly on the go while expecting healthier food choices, excellent service and lots of flexibility for where and when they choose to eat. Outside of school, students and staff are used to having a wide variety of choices. When you're ready to bring those experiences to your District, our convenience solutions deliver.

**Mobile Ordering** - Your students and staff can enjoy easily accessible meals at any time of the day with our convenient grab-and-go solution: Simply to Go. Putting freshly made items at their fingertips, we offer many options, including breakfast items, sandwiches, salads, bowls, snacks, drinks and more. Whether students choose a single item or make a meal, they can get what they need and be on their way in seconds. We provide contactless payment with integration to SodexoMyWay and our Nutrislice app.



**Desk Express** – Our Desk Express menu offers adultsized sandwiches, salads, entrees and side dish options to ensure that faculty and staff have access to convenient and delicious meals. Same-day, online ordering makes eating healthy at any moment simple. We can also bring lunch directly to your team when they don't have time to get to the dining area.



**2**<sup>nd</sup> **Chance Breakfast** – This program offers a full breakfast served later in the morning to students who might otherwise miss out due to bus schedules or other timing issues. 2<sup>nd</sup> Chance Breakfast reduces truancy and absenteeism while increasing teacher satisfaction and District revenue.



**Micro Market** – Custom designed to work for any footprint, this signature retail experience addresses convenience, value and relaxation needs. We continuously collect consumer insights to properly place popular product lineups. Expert category managers track spend analytics and provide real-time actionable insights to maximize participation.



**Fast Takes** - This reimbursable grab-and-go solution ensures your students have access to convenient and healthy meals when they are short on time. Menus consist of sandwiches, wraps, salads, yogurt parfaits, sliced fruit and seasonal items.



**Fun-on-the-Run** – Our early-release meal program serves as an easy grab-and-go option for breakfast and lunch. Sealed with fun stickers, these sack lunches consist of seasonal fruit and veggies, sandwiches, wraps and other favorite lunch items.









### WELLNESS EXPERIENCES THAT YIELD BETTER RESULTS

#### LIVE LEARNING LABS

Students who grow good food eat good food.

Learning about how food systems function and how ingredients grow enhances excitement and engagement. That's why we offer several different ways to bring these lessons to life at Asheboro City Schools, benefiting science, nutrition, wellness and culinary curricula.



#### **Tower Gardens**

- Indoor vertical aeroponic gardens
- Can grow up to 32 different plants, vegetables, herbs and flowers
- Fast-growing (students can plant, grow and harvest in a single semester)



#### **School Gardens and Farms**

- Transforms outdoor spaces into hands-on learning labs
- Offers a variety of gardening options from raised garden beds to football-size farms



#### **Beehive Program**

- Introduces actual or virtual beehives, habitats and accompanying educational resources to sponsoring schools
- Helps students understand the importance of bees in our ecosystem



New programs, such as Kitchen Academy, continue to promote healthy lifelong eating habits. The Kitchen Academy cooking series is a virtual and in-person event designed to provide Asheboro City Schools and their families with an immersive nutrition education experience that is second to

none. These fun, interactive sessions combine health, science and social studies to teach students about nutrition, culture and world cuisines. New flavors and dishes are explored, and families learn about the connection between nutrition, health and performance, both personal and academic. The classes are also a place to gather student feedback and suggestions and test dishes under consideration for future school menus. The Kitchen Academy provides fundamental culinary skills to students who have never cooked for themselves. Each teaching module integrates health, science, and anthropology and social studies aspects, making the Kitchen Academy a living laboratory for the community.



#### INCLUSIVE HEALTH AND WELLNESS PROGRAMS

Over the years, we've contributed to the health and wellness of students, faculty and staff at Asheboro City Schools with healthy, delicious food and ongoing wellness programming. Because we're always on a mission to bring new ideas to life that deepen interest and connections with healthy lifestyles, we're excited to offer even more options to support your community.



These one-day special events feature display stations focused on food, nutrition, personal wellness, the Wellness Fairs environment, safety and community support. As an interactive learning event, the fair connects students

to the world around them and promotes solutions for long-term health and wellness.

To begin planning, your Sodexo general manager will discuss ideas with your school's principal. We then provide all the resources to plan and execute this event partnered with your selected committee.



#### NUTRITION AND PERFORMANCE EDUCATION COUNSELING

As one of the of largest employers of registered dietitians in the United States, Sodexo's school, District and regional dietitians can partner with your health education staff and sports programs. Together, we build relationships with students to help them reach their goals.

Dietitians offer one-on-one health counseling, allergen education and meal accommodation for religious, cultural, health and weight management support. We also offer athletes, coaches and trainers access to targeted performance-boosting advice and plans.





#### **BORN TO BE DIGITAL**

Today's students are inseparable from technology. They expect tech-friendly services that offer speed, convenience and on-demand customization for every dining experience within and outside the cafeteria. As you've experienced, Sodexo is the only company capable of seamlessly integrating technology on day one of service. We will continue to deliver solutions that your students expect.



## **Data Analytics**

A deep knowledge of the individuals who make up your community is a crucial step in designing the right dining program for your students and staff. Data-informed decisions pinpoint strengths and opportunities to enhance service. Our team firmly believes that when used properly, data analytics elevates our conversations and allows us to serve you more effectively.



#### **EVIDENCE-BASED MENU DESIGN**

Relying upon data to make informed decisions allows us to design menus that resonate with Asheboro City Schools. Insights we generate stretch beyond recognition of popular items. We dig deep into what is transpiring within the surrounding community.



#### **SNAP SURVEYS**

Flexible, fast and easy – Snap Surveys allow us to engage your students for instant feedback. Surveys can be accessed through QR codes placed at the end of service lines and in other strategic locations.



# nutrislice



Asheboro City Schools will enhance student, staff and family engagement with customizable menu branding and user experiences through Nutrislice. Fully accessible via website and mobile app, Nutrislice makes it easy to elevate your dining services and customer connections. Enticing food images, descriptions, icons and nutrition information promote participation in your foodservice program. Nutrition information and a safe allergen identification system for every food item makes it easy for students to follow any dietary requirements. Families have the option to print and view online menus on a daily, weekly and monthly basis.



A dynamic, fact-based approach, IDology enhances our understanding of Asheboro City Schools' current needs and vision for the future. This comprehensive study of your community's trends and preferences ensures our foodservice program perfectly aligns with your mission and

goals. To identify and prepare for your evolving needs, we implement a three-phase process that occurs over three months.

IDology provides the science to identify and deliver solutions for your school community.



#### THE FUTURE OF STUDENT FEEDBACK

Photos serve as a primary form of communication for your school's students. With Captured, Asheboro City Schools can gather feedback in a way students want to provide it – with pictures. As a more fun and interactive option than a traditional survey, this tool factors in emotions and lets students express what they are thinking, feeling and doing as they experience our foodservice program. This reveals the true student experience and helps us make informed decisions to benefit the District.



Developed exclusively for our foodservice program, MYDTXT is a proprietary text messaging solution for heightened engagement. Students simply text their school code to the service and opt-in to receive exclusive promotions and offers. They also receive messages with current discounts from their favorite dining locations, along with daily special deals, ongoing promotions and events at your school.

#### Advantages include:

- Instant user feedback
- The ability to set up unique keywords for specific locations and activities
- Text survey polling
- Client notification systems
- Automatic menu texts



# "INFOTAINMENT" FOR THE DINING AREA AND BEYOND

For a more entertaining and educational mealtime experience, UPshow allows us to customize digital signage in and outside of your cafeteria. Powered by a web-based control panel that features a built-in digital asset library, this tool time for operators when sourcing and scheduling screen content. The technology seamlessly connects dining area LCD screens and students' mobile devices, creating a revolutionary interpersonal network that breaks down social barriers and fosters student connection.





#### SODEXOMYWAY.COM

Our comprehensive website, SodexoMyWay. com, keeps students and families informed about Asheboro City Schools' nutrition program. It also serves as a secure portal for reaching out to the management team. Key benefits and functions include:

#### **Nutrislice Mobile App**

Features content to support the learning and work environment, including menus, nutrition information and promotions.

Mobile Web App - Allows users to access everything on the site in a mobile-friendly layout. Students, staff and families can quickly and easily send comments to the nutrition team and our National Director of Wellness.

Online Payment - Make payments anywhere at any time with a customized link to the District's payment options and information.

Choices for Good Health and Well-Being - Links relevant and in-depth content to educate and support your community.

**Safe and Secure** – Unlike a static HTML site, SodexoMyWay.com content resides in a secure database behind a firewall for maximum protection.



Farm Fresh
NEW Farm to Table meals have arrived!













## DRIVING A SENSE OF PURPOSE

Connecting with and supporting Asheboro City Schools' students, staff. families and community will continue to be our priority. As part of our company culture and your mission to provide students with opportunities that will enable them to become confident. self-directed, lifelong learners and productive citizens, we recognize the importance of developing an inclusive environment with excellent service for all.

To deliver on our promises, we invest in our team by hiring, training and retaining the best people possible. We commit to employee development, empowerment, training and engagement to grow your child nutrition program.

Onsite General Manager Bobbie Smith supports an imaginative team leading progress at Asheboro City Schools. Our top leadership team members represent an ideal blend of experience and talent in your District.

Photos courtesy of Asheboro City Schools

## MAXIMIZE THE VALUE OF EVERY DOLLAR SPENT

Sodexo is flexible, accountable and true to our commitments.

The implementation of our programs described in this proposal is projected to result in a self-supporting foodservice department, generating revenues that exceed operating costs annually. This increased revenue allows for investment back into the program by adding innovations like smokers, cafe dining tables and chairs and items that will drive student engagement and participation.

The increase in the fixed price is being driven by food procurement transition from SFA to FSMC. Lunch meal participation will increase by 25% and breakfast by 2.9% versus the prior year. To remain competitive in the marketplace, we are increasing vacation days for managers by two days for a total of five days per school year.

### PROPOSED FIXED PRICE PER MEAL

## **Meal/Meal Equivalent Gross Fixed Price**

Breakfast: \$2.160Lunch: \$4.320

Equivalent Meals: \$4.320

#### **Highlighted Program Enhancements**

- Menus tailored to Asheboro City Schools
- Student insights
- Five-year strategic plan to guarantee program growth
- Digital solutions to meet changing consumer trends
- Increased local food sourcing with a focus on:
  - » Back 2 Basics
  - » Local, fresh, and scratch-made
  - » Farm-fresh ingredients

We guarantee an annual minimum return to the fund balance of \$50,000, which is locked in for all five years of the contract. This means that we are offering a guaranteed minimum return of \$250,000 over the term of the five-year agreement. If we do not meet the agreed- upon financial pro forma, Sodexo will make up the difference.

The financial information on this page is confidential.



# BRINGING YOUR VISION TO LIFE

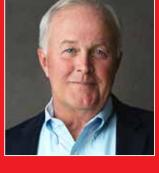
## TRANSPARENCY MATTERS

In this proposal, we have identified the programs, innovations and steps required to achieve success. Based on the trust and collaboration we have built as partners over the past 30 years, we are ready to continue learning and creating as we embark on this next chapter together. While other proposals may result in overpromises, lack of shared understanding and a host of negotiations down the line, we commit to full transparency and accountability so that we will continue to be your trusted partner.

Asheboro City Schools has a vision for the future – one that requires the best resources, unwavering dedication and accelerated action. You deserve a partner with the highest standards to deliver the best service.

That partner is Sodexo.

"Today's students are exposed to a greater variety of cuisine. We want to construct our menus to reflect regional preferences by taking into c



by taking into consideration, taste testing and student input, which will allow our students to have a better café experience."

> - Larry Wilson District Manager

Photo courtesy of Asheboro City Schools



LETTER OF INTENT



April 26, 2024

Ms. Sandra Ayers Chief Financial Officer Asheboro City Schools 1126 South Park Street Asheboro, North Carolina 27203

Dear Ms. Ayers and the Selection Committee,

For the past 30 years, you have entrusted us with the care of Asheboro City Schools' nutrition services. Together, we have worked through the pandemic, faced unforeseen challenges and, ultimately, come out stronger. On behalf of the Sodexo team, we want to sincerely thank you for providing this opportunity to present exciting plans for the future of your dining program.

## A BRIGHTER FUTURE BEGINS WITH OUR PARTNERSHIP

Remaining mindful of Asheboro City Schools' vision allows us to create joyful dining experiences rooted in quality nutrition that help your students thrive.

General Manager Bobbie Smith and the entire Sodexo team embody our commitment to accelerating innovative solutions and empowering a culture of collaboration to deliver unsurpassed quality service to your community. Thanks to the best resources and unwavering commitment, your students will continue to thrive as Bobbie leads the team beyond your goals.

Each day is an opportunity to use our experience to surpass previous accomplishments. We have thoughtfully crafted this proposal to focus on new culinary solutions based on feedback, student satisfaction, enhanced communication plans, customer service-focused programs and community participation to serve you better.

# **Ensuring the Right Results**



**Devote** the time to fully understand your vision



**Leverage** our highly skilled teams to deploy industry best practices and regulatory expertise



**Ensure** easy access to nutritious and appealing meals



**Build** on our proven ability to pivot service quickly and effectively through flexible delivery methods



**Execute** targeted participation strategies to better serve your community



# **Offer Highlights**

# Tasty and Nutritious Food Experiences for All

- Target solutions to eliminate barriers impacting students' access to quality food
- Utilize student insights to deliver customizable nutrition and responsibly sourced meals
- Source fresh ingredients from local suppliers to heighten sustainability and fuel community growth



Energized Nutrition and Wellness Experience

- Yield faster and better results with the proposed five-year roadmap
- Bring engagement opportunities back through retail-like solutions such as K-5 Reimagined, foodiE and Desk Express
- Use educational programs and special events as classroom extensions to inform students about the roles nutrition and physical activity play in their lives



Innovation Through Dependable Performance Assessments

- Analyze quantitative and qualitative metrics to determine how each student experiences service, their current dining needs and how we can help them achieve optimal nutrition
- Families stay connected with 24/7 nutrition access, mobile ordering, QR code promotions, MYDTXT and more



Strategies to Maintain and Build Thriving Partnerships in the Community

- Implement innovative solutions such as Fine Dining, Kitchen Academy, A-Z Salad Bars, Student Wellness Fairs and the Healthy High School Challenge to educate students on the importance of healthy living
- Provide students with a voice in menu development through exhibition cooking, tastings, focus groups and surveys



Maximize the Value of Every Dollar Spent

- · Competitive pricing
- Cost-effective management strategies
- Growth mindset
- Value-added offerings
- Minimum \$50,000 financial guarantee for all five years of the contract



Our proposal features over \$27,000 in culinary and marketing enhancements to drive student engagement and participation. Our team has gone to great lengths in the pursuit of best-in-class menu items, and we are thrilled that your District will be one of pilot accounts for our new elementary program, K-5 Reimagined. And, not to be outdone, the secondary nutrition program will also experience a boost with the rebranded food truck to serve up creative, nutritious items with style.

Building your best team is critical to delivering on these enhancements. To provide even more stability within the frontline team, we have built in two additional days of vacation for full-time managers for a total of five per school year, and a 4% wage increase to remain competitive in the marketplace.

We take pride in our culture, ethics and demonstrated ability to control expenses while focusing on your entire community's well-being. As required, any information considered a trade secret has clearly been captioned. By signing this cover letter, we certify that the information contained in this proposal is accurate and acknowledge acceptance of contractual terms. We acknowledge receipt of the RFP and all addenda.



1. Documentation indicating FSMC is incorporated or licensed to do business in the State of North Carolina and in good standing with all Federal, State and local regulatory institutions, including revenue departments;

Please see the North Carolina business license for Sodexo Management, Inc. in the Required Documents section of this proposal.

2. FSMC must submit a bid bond or certified check in the amount of 10% of the current projected annual operating costs to show good faith; the bid bond or certified check must be enclosed with the sealed Proposal. If the RFP indicates the SFA plans to participate in the Summer Food Service Program, the bid bond shall cover the amount as described in Part III, E. Summer Nutrition Programs. The bid bond may be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

This documentation can be found in section 02 Attachments, subsection Attachment D – Potential Contractor Certification and Surety Bond.

3. The successful FSMC, upon award of the Contract, will issue a performance bond in the amount of the Contract. Documentation of this requirement must be included in the letter of intent. Simultaneously, with the delivery of the executed Contract, the successful FSMC must provide to the SFA the executed surety bond as required to be held as security for the SFA for the faithful performance by the FSMC of all terms and conditions of the Contract. The performance bond may be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Please see the surety letter in section 02 Attachments, subsection Attachment D – Potential Contractor Certification and Surety Bond.





4. Documentation indicating FSMC has been doing business with similar SFAs or other similar institutions and is familiar with Federal and State regulations pertaining to the operation of a non-profit School Nutrition Program.

This documentation can be found in section 02 Attachments, subsection Attachment M - Management Company Experience.

5. Annual reports for financial Statements must be certified by a Certified public Accountant for the past year and must be provided in the sealed Proposal; and

This documentation can be found on the USB drives submitted with this response.

6. A statement indicating an authorized representative of the FSMC must provide written proof of authority and must certify, in writing, the acceptance of the Terms and Conditions prior to the execution of the Contract.

This documentation can be found in section 03 Required Documents of this proposal.

Thank you for this opportunity. With a shared vision, we will achieve your goals together.

9

Bobbie Smith General Manager 864-764-4368

bobbie.smith@sodexo.com

District Manager 843-605-8825 larry.wilson@sodexo.com 9

Senior Vice President 803-319-9604 deborah.whitmire@sodexo.com



David Newman
Chief Executive Officer
202-819-2948
david.newman@sodexo.com



This proposal contains proprietary and confidential information of Sodexo. It may not be disclosed to third parties without Sodexo's prior written consent. As the recipient of this proposal, you agree to use due care to prevent its unauthorized use.

## WEIGHTED EVALUATION CRITERIA

AWARD CRITERIA	POINT VALUE	CAPABILITY DEMONSTRATED BY
Cost and Financial Proposal (total cost of the proposal; must be assigned the greatest number of points in the weighted scale)	15 POINTS	<ul> <li>Fixed meal rates</li> <li>Compliant student-driven menu design using responsibly sourced, local, fresh and clean ingredients</li> <li>Supply chain management and purchasing expertise, ensuring you receive top-quality ingredients at the best price</li> <li>We guarantee an annual minimum return to the fund balance of \$50,000, which means we are offering a guaranteed minimum return of \$250,000 over the five-year agreement term; if we do not meet the agreed-upon financial pro forma, Sodexo will make up the difference</li> <li>The guaranteed return is secured through participation gains achieved through program innovation, our commitment to advance made-in-North Carolina ingredients, investments in employee training and customer service</li> <li>Age-specific marketing</li> <li>Ongoing safety and culinary training</li> </ul>
Plan to ensure the highest food quality available for students	10 POINTS	<ul> <li>Scratch-made Back to Basics: Love of Food meals</li> <li>North Carolina-based culinary network providing recipe and menu design</li> <li>Local Sourcing and Farm to Table Strategic Plan</li> <li>House-made, fast-scratch and just-in-time cooking methods to consistently improve quality and taste</li> <li>Customer feedback loop used consistently to define, validate and refresh menus</li> <li>Our on-site team features General Manager Bobbie Smith, Operations Manager Sabrena Jones and Foodservice Manager Kirtley Gilbert-Randolph, who drive quality and consistency and ensure quality engagement</li> <li>The Asheboro City Schools on-site management team has over 43 years in K-12 foodservice management experience</li> </ul>
Plan to continuously increase student participation	10 POINTS	<ul> <li>Comprehensive Five-year Innovation Plan for all grade levels</li> <li>70% of all menu items are local, fresh and scratch-made</li> <li>Promotions and participation growth resources</li> <li>Flexible, on-trend promotion and marketing packages designed for Asheboro City Schools</li> <li>K-5 Reimagined, Taste4 and foodiE - customizable high school, middle school and intermediate programs</li> <li>Asheboro City Schools will be the pilot account for our newest brand, K-5 Reimagined, which will launch in the fall of 2024</li> <li>Students will take a trip around the world through our Big-City Bites promotional series featured on the District's food truck</li> <li>Provide a retail-style dining experience for our students that increases speed of service and convenience and features regional menus</li> </ul>

The financial information on this page is confidential.

AWARD CRITERIA	POINT VALUE	CAPABILITY DEMONSTRATED BY
Plan for Program Expansion and Community Engagement	10 POINTS	<ul> <li>Hands-on culinary engagements such as Future Chef, Fine Dining, Farm to Market, A-Z Salad Bar, Kitchen Academy and Tower Gardens provide a nutrition education focus</li> </ul>
Plan for engaging teachers, staff and others in the school nutrition program	5 POINTS	<ul> <li>Student, staff and patron engagement plan</li> <li>Drive participation with our new Desk Express program, which features restaurant-quality menu items for teachers and administration</li> <li>Work with the District's SHAC committee to determine best practices on menu planning and a la carte offerings in schools</li> <li>Customer feedback loop used consistently to define, validate and refresh menus</li> </ul>
Plan for engaging students in the school nutrition program	10 POINTS	<ul> <li>Student, staff and patron engagement plan</li> <li>Student Promotion Influencer internship opportunities</li> <li>Focus groups, digital photo surveys, Snap surveys and Vote and Be Heard</li> <li>Hands-on culinary engagement including Future Chefs, Fine Dining, Kitchen Academy, A to Z Salad Bar and much more</li> <li>Sustainability Education Series including Fresh Pick and Farm to Market health fairs</li> <li>Participation in Student Advisory and SHAC committee with presentation of menus and nutrient analysis</li> <li>Taste testing and student focus groups</li> <li>Regional marketing manager and on-site executive chefs to engage with your students and community</li> <li>Grant support</li> <li>Community partnership commitment</li> <li>Career and Technical Education (CTE) support and culinary internship opportunities</li> </ul>
Personnel management and professional development plan	10 POINTS	<ul> <li>The Asheboro City Schools on-site management team has over 43 years in K-12 foodservice management experience</li> </ul>
Innovation	10 POINTS	<ul> <li>Comprehensive Five-year Innovation Plan for all grade levels</li> <li>Promotions and participation growth resources</li> <li>Flexible, on-trend promotion and marketing packages designed for Asheboro City Schools</li> <li>K-5 Reimagined, Taste4 and foodiE - customizable high school, middle school and intermediate programs</li> <li>Asheboro City Schools will be the pilot account for our newest brand, K-5 Reimagined, which will launch in the fall of 2024</li> <li>Students will take a trip around the world through our Big-City Bites promotional series featured on the District's food truck</li> <li>Technology solutions for all generations</li> </ul>

AWARD CRITERIA	POINT VALUE	CAPABILITY DEMONSTRATED BY
Year-round promotion and marketing of the school nutrition program	5 POINTS	<ul> <li>Comprehensive Five-year Innovation Plan for all grade levels</li> <li>Promotions and participation growth resources</li> <li>Flexible, on-trend promotion and marketing packages</li> <li>designed for Asheboro City Schools</li> <li>K-5 Reimagined, Taste4 and foodiE - customizable high school, middle school and intermediate programs</li> <li>Sustainability Education Series including Fresh Pick and Farm to Market health fairs</li> <li>New technology solutions to engage students: online ordering, digital menu boards, Nutrislice and UPshow</li> <li>Limited-time offers and promotions to provide our students with different meal options throughout the year to encourage students to try something new; our new Big-City Bites promotional series features a new menu item from across the country</li> <li>Participation in Student Advisory and SHAC committee with annual presentation of menus and nutrient analysis</li> </ul>
Plan for exceeding food safety operations and inspection scores	5 POINTS	<ul> <li>Comprehensive site-based training and development plan for all employees</li> <li>General Manager Bobbie Smith has over 19 years of experience serving as a director of child nutrition</li> <li>Student-first customer service model</li> <li>Excellence in child nutrition regulatory compliance</li> <li>USDA professional standards-compliant training and tracking</li> <li>Ensure employees have a voice in the direction of the program</li> <li>Hazard Analysis and Critical Control Point (HACCP) program</li> <li>On-demand staffing model</li> <li>Maximize and leverage USDA commodity purchases</li> <li>Procurement expertise and quality assurance monitoring</li> <li>Safety assessments and training curriculum implemented throughout your dining area</li> </ul>
Nutrition experience and references	10 POINTS	<ul> <li>Nearly 60 years of experience with child nutrition programs in North America</li> <li>Thirty years of experience serving Asheboro City Schools' students, schools and the local community</li> <li>More than 400 contracts in the United States with more than \$1.3 billion in managed revenue with At School clients</li> <li>Dedicated national management and team support to ensure quality engagements</li> <li>Experienced regional leadership and on-site management team focused on improving the student experience and the District's financial performance</li> <li>General Manager Bobbie Smith has over 19 years of experience in working with Child Nutrition programs</li> </ul>
100 POINTS TOTAL		





CALCULATION OF MANAGEMENT FEE BASED ON MEAL EQUIVALENTS MAXIMUM



#### Attachment B

# Calculation of Firm, Fixed-price per Meal Equivalent and Calculation of Management Fee per Meal Equivalent by the FSMC

Meal Type Estimated Meal Counts Meal Equivalents

Meal Type	<b>Estimated Meal Counts</b>	<b>Meal Equivalents</b>
Reimbursable Student Lunches	499,362	499,362
Paid Adult Lunches	(N/A – a la carte sales to adults)	
Reimbursable Student Breakfasts	351,760 divided by 2	175,880
Paid Adult Breakfasts	(N/A – a la carte sales to adults)	
After School Snacks	29,667 divided by 4	2,119
CACFP ARAM Dinner Program	16,567	16,567
A la Carte Sales	\$105,962 divided by \$4.75	22,308
Total Meal Equivalents	Total Projected based on computations	716,236
Proposed Fixed-price Per Meal Equivalent	(Proposed fixed-price x Meal Equivalents)	To be completed by the FSMC $716,236 \times 4.12 = $2,950,724$
Proposed Management Fee Per Meal Equivalent	Proposed Management fee x Meal Equivalents)	To be completed by the FSMC $716,236 \times \$0.20 = \$143,247$
Total Fixed-price + Management Fee Per Meal Equivalent		To be completed by the FSMC 716,236 x \$4.320 = \$3,093,971

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The information on this page is confidential.





MAXIMUM ALLOWABLE COST OF THE CONTRACT



#### Attachment C

#### Maximum Allowable Cost for All Meals and Services Firm, Fixed-Price Contract Summary

Name of Firm Submitting Proposal:	Sodexo Management, Inc.	
Mailing Address:	915 Meeting Street, Suite 1400	
	North Bethesda, MD 20852	
Telephone:	202-819-2948	
Date Submitted:	April 23, 2024	
Firm, fixed-price per Meal Equivalent:		\$ <u>4.120</u>
Management Fee Per Meal Equivalent:		\$ 0.200
*Maximum Allowable Cost for All Meals and Services:		\$ 4.320

<sup>\*</sup>Note: No additional fees, costs or expenses may be charged to the SFA above the Maximum Allowable Cost for All Meals and Services. Any costs or fees outside total firm, fixed-price are strictly prohibited outside of the direct cost that may be applied for the transition of SFA positions to the FSMC payroll. The inclusion of other direct costs to the SFA, outside the firm, fixed-price per meal will constitute grounds for disqualifying the offeror's proposal.

I certify by my signature below that no additional costs or fees have been included in this proposal that are outside the total firm, fixed-price per meal as described above; I further certify that the inclusion of other direct costs to the SFA included in the proposal constitute grounds for the proposal to be disqualified.

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 as indicated in the RFP and accept the basis for selection of an FSMC.

David Newman

Print Name

Gignature

Chief Executive Officer, Sodexo At School, North America
Title

915 Meeting Street, Suite 1400

Address

North Bethesda, MD 20852

Address

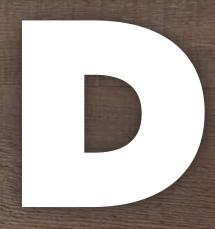
April 23, 2024

Date

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The information on this page is confidential.





POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND



#### Attachment D

#### **Potential Contractor Certification and Surety Bond**

Date Proposal Submitted:	April 26, 2024
Name of Firm Submitting Proposa	l: Sodexo Management, Inc.
Mailing Address: 915 Meeting S	treet, Suite 1400
North Bethesd	a, MD 20852
<b>Telephone:</b> 202-819-2948	Fax: N/A
Guarantee quoted in this proposal	at the Management Fee and Per Meal Equivalent are correct and that I have the authority to obligate the rms and Conditions of this solicitation and the final
Signature:	
Print or Type Name: David	Newman
Title: Chief	Executive Officer, Sodexo At School, North America
Telephone: 202-8	19-2948 <b>Date:</b> April 23, 2024
SU	URETY BOND COMPANY
1 Nama:	CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
	n Street Suite 800, Kansas City, MO 64105
2. Authorized in North Caroli	na Yes X No No
Please include Surety Bond Docum	nent.

Sodexo wishes to negotiate a Performance Bond in an amount reasonable to guarantee the services it will be performing when awarded the contract.

Sodexo's performance bonds are written on an annually renewable basis. No forfeiture language is allowed for Sodexo's bonds. Sodexo will use its surety's final bond form or Sodexo will add the following conditional language to the contract bond requirement and to SFA's bond form, as follows:

"The term of the bond shall be one year, and it may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of Sodexo to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof."



#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address) SODEXO MANAGEMENT, INC. 915 Meeting Street, Suite 1400 North Bethesda, MD 20852

#### OWNER:

(Name, legal status and address)
ASHEBORO CITY SCHOOLS

1126 South Park Street, Asheboro, NC 27203

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

#### SURETY:

(Name, legal status and principal place of business)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION 1200 Main Street Suite 800 Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

#### PROJECT:

(Name, location or address, and Project number, if any)

Request for Proposal # 147-2024-Fsmc; Management of Food Service Management Program for Asheboro City Schools

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

19th

day of March, 2024

(Witness)

SODEXO MANAGEMENT, INC.

(Priheinal) (Seal)

(Title) SMSS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION (Seal)

(Witness) Samantha Chierici

Corinne Chapman, Attorney in Each

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#### SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SUSAN W. WELSH, SANDRA M. WINSTED, DEREK J. ELSTON, CHRISTOPHER P. TROHA, CHRISTINA L. SANDOVAL, SANDRA M. NOWAK, JUDITH A. LUCKY-EPTIMOV, JENNIFER WILLIAMS,

ERIC D. SAUER, DILYAN J. BUTT, AERIE WALTON, DARTLOMIEJ SEPRESKI, BARBARA PANNIER, KRISTIN L. HANNIGAN, SAMANTHA CHERICI, RACHEL FORE, CORINNE CHAPMAN, JEAN TORRES.

NICHOLAS KERTESZ, ROGER PARAISON, STEPHANIE L. MILLER, TARA A. MAQUINTO and DARTONYA WRIGHT JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of surety-ship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or surety-ship executed under this authority shall exceed the amount of:

#### TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

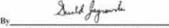
FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





By

Erik Janssons, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 3RD day of NOVEMBER 20 23

State of Illinois County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation

Westport Insurance Corporation

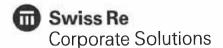
On this 3RD day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTANY NULL STATE OF LINOS
My Commission Explore Merch 28, 2000
My Commission My Commission

I. Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this. 19 day of March. 2024

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Elite Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Swiss Re Corporate Solutions Capacity Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105 T 800-255-6931

DATE: March 19th, 2024

Asheboro City Schools 1126 S Park Street Asheboro, NC 27203

RE: Request for Proposal # 147-2024-Fsmc; Management of Food Service Management Program for Asheboro City Schools

To Whom it May Concern:

**Sodexo Management, Inc.** been a surety account with Swiss Re Corporate Solutions America Insurance Corporation since 2018. During that time, we have entertained license bonds, bid bonds, performance and payment bonds for this account. Swiss Re Corporate Solutions America Insurance Corporation would consider single jobs up to \$50,000,000 and a total work program of \$150,000,000 subject to our usual and customary underwriting considerations.

It is our opinion that **Sodexo Management**, **Inc.** is qualified to perform the above captioned project. At their request we will give favorable consideration to providing the required performance and payment bonds.

Swiss Re Corporate Solutions America Insurance Corporation is an "A+" AM Best rated company and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Circular 570). Swiss Re Corporate Solutions America Insurance Corporation would consider contract bonds on a case by case basis subject to our usual and customary underwriting considerations, acceptable contract documents and funding verification. Any final decision to provide bonds is strictly between the surety and **Sodexo Management, Inc.** and not subject to third party review.

Sincerely,

Swiss Re Corporate Solutions America Insurance Corporation

Corinne Chapman, Attorney-in-Fact

#### SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SUSAN W. WELSH, SANDRA M. WINSTED, DEREK J. ELSTON, CHRISTOPHER P. TROHA, CHRISTINA L. SANDOVAL, SANDRA M. NOWAK, JUDITH A. LUCKY-EFTIMOV, JENNIFER WILLIAMS,

ERIC D. SAUER, BRYAN J. HUFT, AERIE WALTON, BARTLOMIEJ SIEPIERSKI, BARBARA PANNIER, KRISTIN L. HANNIGAN, SAMANTHA CHIERICI, RACHEL FORE, CORINNE CHAPMAN, JEAN TORRES,

NICHOLAS KERTESZ, ROGER PARAISON, STEPHANIE L. MILLER, TARA A. MAQUINTO and DARTONYA WRIGHT JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

#### TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

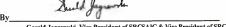
"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 3RD day of NOVEMBER , 20 23

State of Illinois County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 3RD day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of SRCSAIC and Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

CHRISTINA MANISCO
HOTARY HERLS, STATE OF LINCE
TO COMMENT STATE OF LIN

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Senior Vice President and Assistant Secretary</u> of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19 day of March. 20.24

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



TWENTY-ONE (21)
DAY CYCLE MENU
FOR SBP AND
NSLP



#### **Attachment E**

Twenty-one (21) Day Cycle Menu for NSLP, SBP, ASSP, *A la Carte*, SSO/SFSP Including nutritional analysis, product descriptions and serving sizes

In addition to the twenty-one (21) day cycle menu, please provide a narrative response that addresses the following:

- 1. A description of how the FSMC program will provide menus for students and staff offering healthy choices and limiting the availability of high fat and high sugar choices and provide age-appropriate portion sizes.
- 1. A description of how the FSMC will use high quality (mono and polyunsaturated) fats for cooking and baking, use spices and seasonings to increase flavor profile of recipes in light of the meal pattern sodium restrictions, and keep saturated fats in accordance with federal regulation.
- 2. A description of how the FSMC will address the growing number of requests for options for students with alternative diets (i.e. gluten-free, vegetarian, vegan) within the LEA.
- 4. An assurance that food sold, or otherwise offered, at school will be nutritious, appealing, and include fresh fruits and vegetables, low-fat foods and whole grain products.

Please see the following pages for the requested 21-day cycle menu, product descriptions and narrative addressing RFP items 1 through 4 above. For the nutrient analyses, serving sizes and child nutrition labels, please see the USB drive attached to the front of this proposal.

Child Nutrition labels and Nutrient Analysis are included on the USB drive submitted with this proposal. Please also reference Section 02-H Marketing for an overview of strategies to promote overall participation in the school meal programs.

# I-SCH-242588

# Menus for Peak Performance

Healthy foods fuel student achievement while delicious flavors drive revenue through program participation. As you've experienced during our partnership, everybody wins with the right menu lineup.

It's no surprise that students who choose balanced, nutrient-dense meals tend to perform better both in and out of school. The key is to make those healthy options appealing and age-appropriate, so your students enjoy them.

That's where we come in.



As a leading employer of registered dietitians and professional chefs, we ensure that Asheboro City Schools receives the most nutritionally balanced menus in the industry.

# FOOD IS AT THE HEART OF EVERYTHING WE DO.



#### **MISSION**

We aim to be the premier schools' services partner for Asheboro City Schools and your students. The best people, programs and services will help us create exceptional student experiences and deliver our best-in-class menu.

Our best-in-class menu is more than that; it's a mindset in everything we do and helps build the foundation of technique to deliver innovation. Our approach focuses on using a scratch cooking philosophy to provide a menu with consistent flavors, inclusive of global cuisines and innovative on-trend foods, while maintaining our core foundation of providing quality meals that fuel learning.

#### OUR PROMISE TO ASHEBORO CITY SCHOOLS

#### We promise to...

Nourish the minds of your students by providing healthy and nutritious meals that explore global and familiar flavors while being mindful of the environment.

Positively impact your students' lives by creating a dining experience centered on great food, fresh ingredients, healthy options and inviting environments.

Celebrate fresh, simple, bold and satisfying flavors featuring seasonal ingredients.

Pursue culinary excellence and student satisfaction as the foundation for our Love of Food.

Through our Love of Food, we create warm, welcoming environments for your students to achieve their dreams. This partnership will help us deliver a dining program that creates an enhanced experience for your students and your school community.





# **Expanded Benefits**

Menus do more than tell students what's for lunch. Key benefits include:

- » Guaranteed delivery of correct nutrients
- » Expanded variety through automated analysis
- » Secured federal reimbursement without the need for analysis by state authorities
- » Reduced food waste, production time and costs
- » Increased efficiency in recordkeeping and reporting with instant printouts of cost per meal

Photo courtesy of Asheboro City Schools





# 242588

#### HEALTHY AND HAPPY GO HAND IN HAND

#### HEALTH-DRIVEN DETAILS

Asheboro City Schools' students will perform better in the classroom, on the sports field and outside of school when they regularly eat meals with wholesome ingredients. Our menus provide the following:

- More whole grains and legumes
- Less sodium, saturated fat, high-fructose corn syrup and other simple sugars
- Snacks and beverages that meet USDA Smart Snack nutrition guidelines
- Homestyle recipes like scratchmade soup and fresh-baked items
- Entrees and sides with a proper balance of protein and carbohydrates
- Garden Bars stocked with an assortment of produce

Sourcing ingredients from local farms, dairies and bakeries contributes to the economic growth of your community.

#### **CHOICE MATTERS**

Meal variety enhances student participation and enjoyment. We will continue to offer the following number of choices per day tailored to grade levels:

ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL	
2-5 entrée choices per day	7-10 entrée choices per day	10-15 entrée choices per day	

<sup>\*</sup>Sample menus can be found at the end of this section.

#### NUTRITION ANALYSIS SYSTEM

All meals will continue to meet USDA nutrition guidelines. Your on-site management team uses the web-based PrimeroEdge nutrition software system for efficiency, regulatory compliance, meal option consistency, ingredient transparency for USDA audits and cost management. Managers will continue to receive system training as well as national and regional support from our menu-planning experts.

Your community can view nutrition and allergen information on the Nutrislice app, which is integrated with PrimeroEdge.



# **Getting Ahead** of Allergies

All students deserve to feel safe during mealtime. To guarantee this, we offer staff and students the following training and resources:

#### STAFF RESOURCES

#### "Walk the Talk"

- Food allergy specialized training for your team that reviews:
  - The nine most common food allergens
  - » How to prevent crosscontamination
  - Why following the recipe is so important
  - » Procedures for handling customers' allergy-related questions
  - Steps to take if someone has an allergic reaction

#### **HACCP Manual**

Contains guidelines regarding allergies

#### **Posters**

 Display important allergy information in the kitchens, available in both English and Spanish

#### **On-Site Reference Guide**

 Contains nutrition, ingredient and allergen information (if provided by the manufacturer) for all foods served in the NSLP in the District

#### **Frontline Employee Pocket Guide**

 Contains crucial information on what to know about food allergies

#### STUDENT RESOURCES

#### **One-On-One Support**

Students with specific dietary needs and allergies receive daily meal alternatives. Prior to making any dietary decisions, our team collaborates with your nurse and the student's parents or guardian to ensure proper accommodations.

Nutrition information for each menu is always posted on your District's Sodexo website and accessible to students, parents and team members.

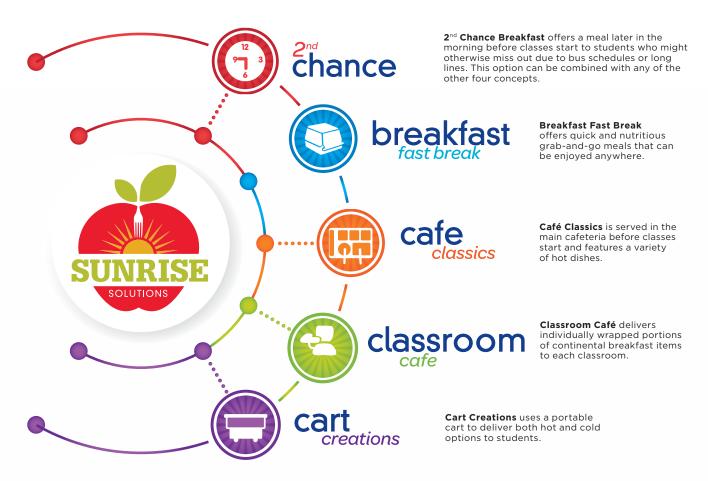
Sodexo standards and processes for managing food allergies comply with the USDA's most recent guidance on Accommodating Children with Disabilities in the School Meal Programs.

#### JUMP-START THE DAY WITH SUNRISE SOLUTIONS

You've heard it before - breakfast is the most important meal of the day. Beginning the day with a healthy meal gets students focused and ready to learn. Schools with breakfast programs also have reduced rates of absenteeism. Asheboro City Schools' students will continue to have access to a well-balanced meal every morning with our Sunrise Solutions breakfast program.

#### Five Flexible Options

Sunrise Solutions offers five distinct service options to encourage participation and enjoyment across all grade levels.







"Breakfast skipping among children and adolescents is associated with a number of poor health outcomes and health-compromising behaviors, including higher blood cholesterol and insulin levels, smoking, physical inactivity, disordered eating, and unhealthy weight management practices. On the other hand, school breakfast participation can positively impact children's mental health, including reductions in behavioral problems, anxiety, and depression."

Keski-Rahkonen, A., Kaprio, J., Rissanen, A., Virkkunen, M., & Rose, R.J. (2003). Breakfast Skipping and Health-compromising Behaviors in Adolescents and Adults. European Journal of Clinical Nutrition, 57(7), 842-853.

Murphy, J. M., Pagano, M.E., Nachmani, J., Sperling, P., Kane, S., & Kleinman, R.E. (1998).

The Relationship of School Breakfast to Psychosocial and Academic Functioning:

Cross-sectional and Longitudinal Observations in an Inner-city School Sample.

Archives of Adolescent Medicine, 152(9), 899-907.



#### NUTRITION CONTINUES THROUGHOUT THE DAY

Students often remain at school long after classes end for the day. Together, we will continue to offer nutritious snacks to fuel their evenings and continued achievement. Your after-school meal program may even provide some students with the only food they receive until breakfast the following day. That's why this program is so important to your community.

#### STUDENT BENEFITS

- Reduced hunger
- Increased safety, engagement, achievement and health
- Enhanced learning and physical activity
- Nutrition education

#### **DISTRICT BENEFITS**

- Supports working families
- Reimbursed for the food served after school
- Money normally spent on food can be used for other parts of the program.

Prior to new program implementation, we provide a financial analysis showing the breakeven or financial impact.

Smart Snacks Nutrition Standards

To keep up with your wellness standards, all after-school foods must adhere to the following regulations:

- All grain products must contain 50% or more whole grains by weight or have them as the first ingredient.
- Other products must have a fruit, vegetable, dairy or protein as the first ingredient, or be a combination food that contains at least ¼ cup of fruit and/or vegetable, or contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).
- If water is the first ingredient, the second ingredient must be one of the food items above.



Foods must also meet the following nutrient requirements:

REQUIREMENTS	CALORIES	SODIUM	FAT	SUGAR
Snack	Less than or equal to 200 calories	Less than or equal to 200 mg	Total fat: less than or equal to 35% of calories	Less than or equal to weight of total sugars in the item
Entrée	Less than or equal to 350 calories	Less than or equal to 480 mg	Saturated fat: less than 10% of calories Trans fat: zero grams	









#### Options for Every Palate

Encore coordinates resources to effectively implement dinner service as part of your after-school program. It includes marketing and communication materials to ensure success. In addition to providing students with healthy meals, the program drives District revenue.



#### **Vending machines**

make healthy snacking easy. No longer a lastresort option, we stock high-quality, local and on-trend products. Freestanding signs and decals near machines reference nutrition information. Touch screens display nutritional facts for each item and offer payment options, including cash, credit and debit cards. To save money, touch screens can be retrofitted into almost any existing vending machine.

## The Fresh Fruit and Vegetable Program

(FFVP) ensures students receive fresh produce to snack on. In conjunction with your District and state agency, our onsite management team properly administers the program to help your community adopt healthier habits for life.



We are the only public foodservice provider to include fruit and veggie bars for elementary school dining. Thanks to our connections with local farms, we provide your District with in-season produce at an affordable price.

#### NUTRITION EDUCATION: TEACHING STUDENTS TO EAT HEALTHIER EVERY DAY, IN EVERY WAY

Unlocking a healthy future for your students involves more than just serving nutritious food. Asheboro City Schools enjoys a full portfolio of fun, ageappropriate programs that keep students moving in the right direction.

Tools like interactive websites, classroom lessons, celebrity-endorsed health messages and organized wellness initiatives educate students and help them develop the skills and knowledge needed to lead healthier lifestyles.





Better Nutrition with Balanced Plate

Derived from the USDA's MyPlate initiative\*, Balanced Plate teaches students to select a proper combination of items from all food groups. Visual communication materials encourage students to choose:

- 25% lean protein
- 25% whole grain
- 50% colorful fruits and vegetables

\*Consistent with USDA School Meal Guidelines





New programs, such as Kitchen Academy, continue to promote healthy lifelong eating habits. The Kitchen Academy cooking series is a

virtual and in-person event designed to provide Asheboro City Schools and their families with an immersive nutrition education experience that is second to none. These fun, interactive sessions combine health, science, and social studies to teach students about nutrition, culture and world cuisines. New flavors



and dishes are explored, and families learn about the connection between nutrition, health and performance, both personal and academic. The classes are also a place to gather student feedback and suggestions and test dishes under consideration for future school menus. The Kitchen Academy provides fundamental culinary skills to students who have never cooked for themselves. Each teaching module integrates health, science, and anthropology and social studies aspects, making the Kitchen Academy a living laboratory for the community.

#### In-Person Chef Visits

Your North Carolina-based regional chef collaborates with General Manager Bobbie Smith to provide students and employees with hands-on training. These interactive sessions fuel excitement and teach participants how to prepare healthy and tasty meals at home.

#### Demonstrations and lessons include:

- Kitchen and food safety
- Ingredient origins
- Preparation and cooking methods
- Presentation and service techniques
- Nutrition and portion sizes
- Sustainability and waste reduction
- Athlete nutrition
- How to follow a recipe
- Math skills needed for cooking

#### Icons for Informed Choices

Colorful nutrition icons on monthly menus make selecting healthy options easier for students. Featured in the dining areas, these icons indicate which dishes are:













#### Freshpick

Freshpick uses a colorful digital portfolio to encourage seasonal eating that features popular and lesser-known fruit and vegetable offerings every month. Fact sheets, recipes, posters and activity sheets promote student engagement.











# Nutrition Education

Sodexo's Plan for Nutrition Education You well see each month has a theme, Fresh Pick and Learning Lab or Event.

Theme (T): Monthly Theme Highlighted across grade levels

Fresh Pick (FP): a fruit and/or vegetable highlighted to educate and encourage students to choose something new

Learning Labs and/or events (L/E):

Nutrition isn't just for the cafe.

Learning labs or events bring nutrition education to the students in a fun way

#### August

T: Breakfast helps you Dream Big

FP: Peaches

L/E: Back to School BBQ featuring Grilled Vegetables and Fruits

#### October

T: Farm to School Month

FP: Pumpkins

L/E: Pumpkin Dessert

# BREAKFAST HELPS YOU DREAM BIG! \* Browleds to the nucl inperfunt neal of the day. Edings a bulenced breakfast from your body and flate from your b



#### December

T: Giving and Kindness

FP:Broccoli

L/E: Sharing Kindness, Bread in a Bag

#### February

T:National Heart Month

FP: Cauliflower

L/E: Heart Health Walk and Snackademics

#### April

T: Earth Day Celebration

FP: Carrots

L/E: fine Dining for
Prom; Seed Packets

### June/July

T: Honeybees are important

FP: Berries

L/E: Hello Honey at home activity





















#### September

T:Always Eat
Lunch

FP: Green Beans

L/E: Back to school
 sample contest Try New things





#### November

T:Farming is Hard Work

FP:Peppers

L/E:Back to the Roots





#### January

T: Balancing Energy
In and Out

FP: Citrus

L/E: Blender

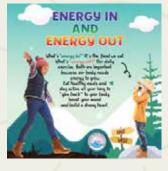
/E: Blender Bikes



**T:** National Nutrition Month

FP: Peas

L/E: Future Chefs





#### March





#### Мау

T: Food Allergy
Awareness

FP: Tomatoes

**L/E:** 20 Minute Summer Activities



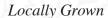






#### A to Z Salad Bar

A to Z Salad Bar showcases a variety of fruits and vegetables in an alphabetized layout with age-appropriate information on the benefits of featured ingredients.



Our Locally Grown program highlights specific regional products served at Asheboro City Schools. Information posted around the dining area helps students learn exactly what they're eating and where it comes from.









offers a holistic

approach to wellness. The program focuses on the role nutrition plays in mental and physical health. Students have access to a variety of printed and online tools and resources, including recipes and the new Nutrislice app.





## FarmtoMarket and mid-sized farms that

Farm to Market

This initiative links students to local small and mid-sized farms that

produce healthy and minimally processed foods served at Asheboro City Schools. Focusing on three main components – education, school gardens and local purchasing – Farm to Market highlights the work that goes into producing bountiful harvests.

Participants enjoy visiting the farms, listening to guest farmers discuss crop production in school, creating their own community gardens, and tasting fresh fruits and vegetables.



Nutrition • Achievement • Environment • Community • Activity

Student Well-Being Fairs

The Student Well-Being Fair is a one-day special event featuring display stations focused on food, nutrition, personal wellness, the environment, safety and community support. This interactive learning event connects students to the world around them and promotes solutions for long-term health and wellness.

To begin planning, General Manager Bobbie Smith will discuss ideas with your school's principal. We then provide all resources to plan and execute this event partnered with your selected committee.

#### Live Learning Labs

Learning about food and how it grows gets students excited for fresh, nutritious ingredients. That's why we offer several programs that bring these lessons to life in your school community.



#### TOWER GARDENS

- Indoor vertical aeroponic gardens
- Can grow up to 32 different plants, vegetables, herbs and flowers
- Fast-growing (students can plant, grow and harvest in a single semester)



#### SCHOOL GARDENS AND FARMS

- Transforms outdoor spaces into hands-on learning labs
- Offers a variety of gardening options, from raised garden beds to football field-sized farms



#### **BEEHIVE PROGRAM**

- Introduces actual or virtual beehives, habitats and accompanying educational resources to sponsoring schools
- Helps students understand the importance of bees in our ecosystem













#### ADDRESSING FOOD INSECURITY

Providing students with the basic nutrition they need allows them to focus on academic achievements and happiness. Together, we will continue to fight hunger through the following programs:



Stop Hunger

mobilizes volunteers

(including Sodexo employees), clients, customers and youth to contribute to hungry communities around the world. Sodexo employees support Stop Hunger year-round by donating their time. resources and expertise, holding fundraisers and encouraging others to aet involved.

#### **RESOLVE TO END HUNGER**

Stop Hunger currently works in 60 countries - 15 more than the number of countries in which Sodexo provides service - in partnership with more than 300 NGOs, to fight hunger and food insecurity in local communities. Additional key figures from last year include:

- » 11.9 million beneficiaries
- » 500,000 meals distributed
- » \$6.2 million given to **NGO** partners
- » 14,300 volunteers (6,400 of whom were from Sodexo)
- » 185,000 hours of volunteering

Community Food Pantries

A healthy community starts with access to nourishment. There's almost always an opportunity to provide safe storage and access to wholesome meals to vulnerable and at-risk members of the communities we serve. With our global expertise, we can help your District design, operate and maintain a food pantry program to ensure all members of your community have access to healthy food.



Backpack Food **Program** 

FOOD PROGRAM This program alleviates hunger on weekends for at-risk students by providing them with nonperishable foods in backpacks. Prior to a weekend or holiday vacation, participants discretely receive backpacks filled with nutritious, easy-to-prepare and nonperishable foods. We will continue to use the Sodexo Foundation grant to support this important program at your school.



#IMADETHIS



"It's important for students to learn cooking skills and tips now when they're in college before they are out on their own. When students move off campus, it becomes a shock when they move off the meal plan and have to make meals for themselves. So it's good for them to learn things like knife skills and time-saving cooking tips that can be useful."

- Campus Dietitian Keri Laskv

"On the student side, we're able to teach them real life skills. We're helping students as they transition to moving off campus and cooking for themselves. Also, we're creating an environment that is transparent with our student base, and allowing them to see and work with key leaders at our dining programs."

- Area Executive Chef Aaron Furtner

"The students were learning knife skills for all the vegetable cuts. We taught them how to julienne, chiffonade, and how to assemble the rolls. They made 2-3 each for themselves and had some to take home."

- Campus Executive Chef Matthew Hill

"In college, students are away from home for the first time. They're starting their life now becoming adults. Whether it be us they're relying on or learning life skills on their own. it's a super important part of their education."

> - Resident District Manager Kristin Piazza

# SODEXO CAMPUS DINING PROGRAMS ENGAGE STUDENTS IN COOKING CLASSES

Several Sodexo campus dining programs are working to increase students' food agency - the ability to obtain and prepare their own meals - by providing cooking classes on campus.

Senior Area Executive Chef Sarah Falls has provided several cooking classes to students at Liberty University, in Lynchburg, VA. While the classes are sometimes with high school students, she often holds classes for Liberty students interested in learning how to prepare their own food. Each class has a theme.

Students work together on different aspects of the meal – appetizer, entrée and dessert – and learn about timing, knife skills, ingredients and preparation. While the 2-3 hour class is free, space is limited.

Sodexo has a cooking class program called Kitchen Academy that several campus dining programs use to teach students culinary skills. At SUNY New Paltz, Campus Executive Chef Matthew Hill said they've done a few of the academy classes, which include lessons on topics like pasta making, grilling and preparing a meal for one. Their most recent class, "Chop Like a Chef," taught students knife skills and basic food safety as they made vegan spring rolls.

Students in the program also received a cutglove, chef hat, recipes and certificates to take home with them. Area Executive Chef Aaron Furtner said there are two basic goals for these cooking classes.

Cooking for oneself can also often be healthier, which is an aspect many of the dining programs emphasize in their cooking classes. New Paltz Campus Dietitian Kelly Pearson often works with groups on campus to bring them to these classes to learn how to prepare healthy meals when they're on their own.

At Lehigh University Dining in Bethlehem, PA, Campus Dietitian Keri Lasky said a lot of the dietetic counseling she does with students is based on how to not just how to cook for themselves, but also how to do so in a healthy way.

Lasky recently led students in a Mindful cooking class that gave them hands-on experience making Greek black bean burgers, a tart cherry superfood shot and vegan edible cookie dough. She was helped by her team of Student Nutrition Ambassadors who plan a "Nourish Your Potential" event each month. For the class, the ambassadors came up with the menu, some talking points, helped set-up the event and assisted throughout the class.

"Typically, I do something seasonally related. During the Fall, I did find ways to utilize Thanksgiving leftovers, and for Christmas we did easy appetizers. In Spring, we did shrimp risotto and a strawberry burrata crostini. We post a sign-up sheet online and it fills up in less than 10 minutes. Many of the students in the class are living in places where they have their own kitchens, so knowing how to prepare their own meals is important. It's a life skill that's really important - for you to learn how to cook. If you don't, it's going to cost you more."

- Senior Area Executive Chef Sarah Falls







#### AUG/SEP

#### MONDAY



#### TUESDAY



#### WEDNESDAY

Breakfast includes choice of entrée, selection of fruit, and choice of milk.

Reduced Sugar Cereals with Graham Cracker or String Cheese offered daily along with entrée selections below.

#### THURSDAY



#### FRIDAY

Nutrition Information Available On:

nutrislice

\*Indicates Asheboro School District Scratch-Made Items

26

Chicken Biscuit \*Peach Parfait \*Egg & Cheese English Muffin Mini Confetti Pancakes 27

\*Egg & Cheese Bagel
\*Orange Smoothie with
Crackers
French Toast Sticks w/Syrup
Donut

28

Sausage Breakfast Pizza

\*Strawberry Banana Parfait
Apple Frudel
Cinnamon UBR

29

\*Cheesy Scrambled Eggs with Toast \*Purple Daze Smoothie with Crackers Cinnamon Roll \*Blueberry Overnight Oats 30

Sausage Biscuit Sandwich \*Pumpkin Spice Parfait Dutch Waffle Mini Blueberry Waffles

2

LABOR DAY

Cheese Omelet with Toast

3

\*Cinnamon Roll Smoothie
with Crackers
\*Biscuits & Gravy
Cinnamon Roll

4

Sausage Breakfast Pizza

\*Peach Parfait

Ultra Bread Slice

Cherry Frudel

5

\*Bacon, Egg, Cheese Sandwich \*Orange Smoothie with Crackers Cheese Omelet with Toast Mixed Berry Scone 6

\*Breakfast Burrito \*Strawberry Banana Parfait Mini Filled Bagels Mini Confetti Pancakes

9

Pancake & Sausage Stick \*Egg & Cheese English Muffin \*Breakfast Tacos \*Pumpkin Spice Parfait 10

Chicken Biscuit
\*Purple Smoothie with
Crackers
\*Strawberry Parfait
Apple Frudel

11

Sausage Breakfast Pizza \*Egg & Cheese Breakfast Bagel Mini Filled Bagels Cinnamon Chip Scone 12

Waffle with Syrup
\*Cinnamon Roll Smoothie
with Crackers
Chocolate Chip UBR
Cheese Omelet with Toast

13

Sausage Biscuit Sandwich \*Breakfast Ham & Cheese Sandwich \*Blueberry Parfait French Toast Bites

16

Chicken Biscuit
\*Peach Parfait
\*Egg & Cheese English
Muffin
Mini Confetti Pancakes

17

\*Egg & Cheese Bagel
\*Orange Smoothie with
Crackers
French Toast Sticks w/Syrup
Donut

18

Sausage Breakfast Pizza \*Strawberry Banana Parfait Apple Frudel Cinnamon UBR 19

\*Cheesy Scrambled Eggs with Toast \*Purple Daze Smoothie with Crackers Cinnamon Roll \*Blueberry Overnight Oats 20

Sausage Biscuit Sandwich \*Pumpkin Spice Parfait Dutch Waffle Mini Blueberry Waffles

23

\*Egg & Cheese English Muffin \*Blueberry Parfait Dutch Waffle Cinnamon UBR 24

25

26

27

20

Cheese Omelet with Toast \*Cinnamon Roll Smoothie with Crackers \*Biscuits & Gravy Cinnamon Roll

This institution is an equal opportunity provider.



SCRATCH MADE

#### MONDAY



#### THURSDAY

#### FRIDAY

Lunch includes choice of entrée listed, variety of fruits and vegetables, and choice of milk.

Asheboro Scratch Made

Nutrition Information Available On:

nutrislice

Asheboro School District Scratch-Made Items

26

\*Bean & Cheese Burrito Cheeseburger \*Protein Power Up Box Hot Side: \*Aztec Corn

Apples, Diced Peaches, Kidney Beans

27 Chicken Drumstick with Breadsticks \*Cheese Quesadilla \*Chicken Caesar Salad with Breadsticks Hot Side: \*Mixed Vegetables

> Applesauce, Oranges, Broccoli

\*Baked Penne Pasta with Breadstick \*Sloppy Joe Sandwich \*Turkey & Cheese Sandwich Hot Side: Potato Wedges

> Bananas, Diced Pears, Baby Carrots

29

\*Chicken Parmesan with Breadstick Baked Corn Doo Garden Green Salad with Breadsticks Hot Side: Baked Beans

> Apples, Mixed Fruit, \*Apple Glazed Carrots

30

\*Meatball Marinara Sub \*Cheese Pizza
\*Fruit & Yo-To-Go Box Hot Side: \*Roasted Broccoli & Carrots

> Oranges, Blueberries, Celery Sticks

2

NO SCHOOL LABOR DAY 3

\*Taco Tot'chos Chicken Alfredo Mac with Breadstick \*Chef Salad with Breadsticks Hot Side: \*Mixed Vegetables

> Applesauce, Bananas, Broccoli

4

\*Popcorn Chicken Potato Bowl with Breadstick Hot Dog \*Ham & Cheese Sandwich Hot Side: Baked Beans

> Oranges, Diced Pears, Baby Carrots

5

\*Teriyaki Chicken Rice Bowl Crispy Chicken Sandwich \*Blueberry Yogurt Parfait Hot Side: \*Roasted Broccoli & Carrots

> Bananas, Mixed Fruit, Chilled Corn

6

Chicken and Waffle Stacker \*Crispy Chicken Wrap Hot Side: Sweet Potato Fries

> Apples, Blueberries, Celery Sticks

9

\*Sweet & Sour Chick'n Bowl \*Cheese Quesadilla \*Turkey & Cheese Sandwich Hot Side: \*Roasted Broccoli & Carrots

> Oranges, Diced Peaches, Kidney Beans

10

Breakfast for Lunch: Pancakes & Sausage \*Hot Ham & Cheese Sandwich \*Fruit & Yo-To-Go Box Hot Side: \*Baked Cinnamon Apples

Bananas, \*Basil Corn Salad,

11

\*Bean & Cheese Nachos \*Texas Chili Frito Pie \*Crispy Chicken Salad with Breadstick Hot Side: Southwest Black Beans

> Apples, Diced Pears, Baby Carrots

12

\*Baked Penne Pasta with Breadstick Chicken Nuggets with Breadstick \*American Sandwich Hot Side: \*Seasoned Green Beans

> Oranges, Mixed Fruit, Chilled Corn

13

\*Beefy Macaroni with Breadstick \*Cheese Pizza \*Buffalo Chicken Wrap Hot Side: \*Mixed Vegetables

> Apples, Blueberries Celery Sticks

16

Lasagna Roll Up with Breadstick Rib BQ Sandwich \*Ham & Cheese Sandwich Hot Side: \*Mixed Vegetables

Bananas, Diced Peaches, Kidney Beans

17

Mozzarella Stuffed Breadsticks with Marinara Sauce Chicken Drumstick with Breadsticks \*Fruit & Yo-To-Go Box Hot Side: Baked Beans

> Applesauce, Oranges, Broccoli

\*Orange Chicken Rice Bowl Hot Dog \*Chef Salad with Breadsticks Hot Side: \*Roasted Broccoli & Carrots

> Apples, Diced Pears Baby Carrots

19

B4L: Omelet & Cinnamon \*Pinwheels Crispy Chicken Sandwich \*Garden Green Salad with Breadsticks Hot Side: \*Tater Tot Hash

Bananas, Mixed Fruit, \*Apple Glazed Carrots

20

\*Classic Mac & Cheese with Breadstick \*Cheese Pizza \*Turkey & Cheese Sandwich Hot Side: \*Seasoned Green Beans

> Oranges, Blueberries Celery Sticks

23

\*Meatball Marinara Sub Crispy Chicken Sandwich \*Strawberry Yogurt Parfait

Hot Side: \*Mixed Vegetables

Bananas, Diced Peaches

B4L: French Toast Sticks & Sausage \*Giant Soft Taco \*Italian Deli Sandwich

> Applesauce, Bananas, Broccoli

25

26

Kidney Beans

24

Hot Side: Tater Tots

This institution is an equal opportunity provider.

August 26 - 30

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\*Indicates Asheboro School District Scratch-Made Items

NATURAL & MORE... ALL THE INGREDIENTS YOU LOVE!

Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **TUES**

\*Basil Corn Salad Fresh Broccoli Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

Baby Carrots Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

\*Apple Glazed Carrots Chilled Corn Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

Celery Sticks Salad Mix Variety of Fresh Fruits Variety of Canned Fruits



PLANT-BASED, VEGETARIAN,

#### mon

Kidney Beans

#### **WED**

#### **THURS**

#### FRI

This institution is an equal opportunity provider. Additional nutrition information

available upon request.



#### DAILY SPECIALS

Pulled Pork or Pulled Turkey \*Totchos or \*Nachos with Cheese, Tater Tots, \*Carolina Slaw

\*Teriyaki Meatball or \*Korean BBQ Chicken Sub, \*Soy Roasted Potatoes, \*Spicy Asian Veggies, \*Broccoli

\*Pavo Al Pastor, \*Caritas, or Refried Beans Tacos, Black Beans, \*Mex Zucchini, \*Mex Sweet Potatoes

\*Street Ramen with Chicken, Hardboiled Egg and Fresh Vegetables

Chicken & Waffles, \*Apple Glazed Carrots, \*Blue Ribbon Slaw



#### DAILY SPECIALS

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chef Salad, \*Fiesta Dip Box, \*Blueberry Parfait m

\*American Sub, \*Chicken Caesar Wrap, \*Hearty Garden Salad, \*EZ Pizza Box, \*Strawberry Banana Parfait

\*Italian Sub, \*Buffalo Chicken Wrap, \*Crispy Chicken Salad, \*Hummus Box, \*Peach Parfait

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chicken Caesar Salad, \*Protein Box, \*Strawberry Parfait

\*Ham & Cheese Sub, \*Chicken Caesar Wrap, \*Garden Fiesta Salad, \*Deli Bento Box, \*Double Berry Parfait



#### DAILY SPECIALS

\*Cheese Pizza, \*Pepperoni Pizza, Mozzarella Stuffed Breadsticks with

\*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad

\*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad

\*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad TΗ

\*Meatlover's Pizza, Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

MWF: Cheeseburger, Hamburger, Spicy or Crispy Chicken Sandwich, Veggie Burger, Fries

T/TH: \*Fully customizable nachos with choice of meat, cheese sauce & toppings

Beefy Taco and Queso Nachos with \*Zesty Black Beans

\*BBQ Pulled Pork Sandwich

\*Grilled Cheese Sandwich

TH Refried Beans and Cheese Nachos with \*Homemade Salsa

\*Bacon Cheeseburger, Fish Sandwich





September 2 - 6



\*Indicates Asheboro School District Scratch-Made Items



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

#### mon

Kidney Beans Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **TUES**

\*Basil Corn Salad Fresh Broccoli Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **WED**

Baby Carrots Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **THURS**

\*Apple Glazed Carrots Chilled Corn Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### FRI

Celery Sticks Salad Mix Variety of Fresh Fruits Variety of Canned Fruits

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

# GLOBAL

#### DAILY SPECIALS

M Labor Day - No School

\*Teriyaki Chicken or \*Korean BBQ Tofu Bowl, \*Roasted Potatoes, \*Spicy Asian Vegetable Blend, \*Broccoli

\*Chicken Mashed Potato Bowl with Breadsticks, Baked Beans, \*Green Beans

TH \*Pasta Bowl with Meatballs or \*Tuscan Veggies, \*Broccoli & Peppers, \*Butternut Squash, \*Parm Green Beans

\*Greek Turkey or \*Roasted Chickpeas Bowl, \*Broccoli, \*Summer Squash



#### DAILY SPECIALS

T \*American Sub, \*Chicken Caesar Wrap, \*Hearty Garden Salad, \*EZ Pizza Box, \*Strawberry Banana Parfait

 $\\ \coprod \\ {}^{*} \text{Italian Sub, *Buffalo Chicken Wrap, *Crispy Chicken Salad, *Hummus Box, *Peach Parfait}$ 

TH \*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chicken Caesar Salad, \*Protein Box, \*Strawberry Parfait

\*Ham & Cheese Sub, \*Chicken Caesar Wrap, \*Garden Fiesta Salad, \*Deli Bento Box, \*Double Berry Parfait



#### DAILY SPECIALS

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

M Labor Day - No School

\*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad

TH \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Meatlover's Pizza, Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

MWF: Cheeseburger, Hamburger, Spicy or Crispy Chicken Sandwich, Veggie Burger, Fries

T/TH: \*Fully customizable nachos with choice of meat, cheese sauce & toppings

Labor Day - No School top

Beefy Taco and Queso Nachos with \*Zesty Black Beans

\*BBQ Pulled Pork Sandwich

TH Refried Beans and Cheese Nachos with \*Homemade Salsa

\*Bacon Cheeseburger, Fish Sandwich





September 9 - 13

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\*Indicates Asheboro School District Scratch-Made Items



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

#### mon

Kidney Beans Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **TUES**

\*Basil Corn Salad Fresh Broccoli Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **WED**

Baby Carrots Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **THURS**

\*Apple Glazed Carrots Chilled Corn Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### FRI

Celery Sticks Salad Mix Variety of Fresh Fruits Variety of Canned Fruits

# DAILY SPECIALS



\*3 Cheese Caprese Sandwich, \*Meatball Sub, \*Broccoli & Peppers, \*Parm Green Beans, \*Butternut Squash

Pulled Pork Sandwich, Veggie Burger, Sides: Baked Beans, Fries

\*Beef Tacos or \*Tinga Chicken Tacos, Sides: Black Beans, \*Mex Zucchini, \*Mex Roasted Sweet Potatoes

\*Greek Meatball or \*Greek Turkey Sub, Sides: \*Broccoli, \*Summer Squash, \*Roasted Chickpeas

\*Korean BBQ or \*Teriyaki Chicken Tacos, Sides: \*Broccoli, \*Soy Roasted Potatoes



#### DAILY SPECIALS

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chef Salad, \*Fiesta Dip Box, \*Blueberry Parfait m

\*American Sub, \*Chicken Caesar Wrap, \*Hearty Garden Salad, \*EZ Pizza Box, \*Strawberry Banana Parfait

\*Italian Sub, \*Buffalo Chicken Wrap, \*Crispy Chicken Salad, \*Hummus Box, \*Peach Parfait Ш

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chicken Caesar Salad, \*Protein Box, \*Strawberry Parfait

\*Ham & Cheese Sub, \*Chicken Caesar Wrap, \*Garden Fiesta Salad, \*Deli Bento Box, \*Double Berry Parfait



#### DAILY SPECIALS

\*Cheese Pizza, \*Pepperoni Pizza, Mozzarella Stuffed Breadsticks with

\*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad

\*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad

\*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad TΗ

\*Meatlover's Pizza, Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

MWF: Cheeseburger, Hamburger, Spicy or Crispy Chicken Sandwich, Veggie Burger, Fries

T/TH: \*Fully customizable nachos with choice of meat, cheese sauce & toppings

Beefy Taco and Queso Nachos with \*Zesty Black Beans

\*BBQ Pulled Pork Sandwich

\*Grilled Cheese Sandwich

TH Refried Beans and Cheese Nachos with \*Homemade Salsa

\*Bacon Cheeseburger, Fish Sandwich

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







September 16 - 20

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\*Indicates Asheboro School District Scratch-Made Items



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

#### mon

Kidney Beans Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **TUES**

\*Basil Corn Salad Fresh Broccoli Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### WED

Baby Carrots Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### **THURS**

\*Apple Glazed Carrots Chilled Corn Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### FRI

Celery Sticks Salad Mix Variety of Fresh Fruits Variety of Canned Fruits

This institution is an equal opportunity provider.
Additional nutrition information

available upon request.



#### DAILY SPECIALS

B4L: Pancakes, Waffles, Sausages, \*Scrambled Eggs, \*Baked Apples, \*Warm Berries, Sweet Potato Fries

\*Korean BBQ Tofu or \*Teriyaki Chicken Wrap, \*Soy Roasted Potatoes, \*Spicy Asian Veggie Blend, \*Broccoli

Cheese or Pepperoni \*Calzone, \*Broccoli & Peppers, \*Parmesan Green Beans, \*Roasted Butternut Squash

\*Beef Taco or \*Tinga Chicken Wrap with Rice, Black Beans, \*Mexican Sweet Potatoes, \*Mexican Zucchini

\*Greek Meatball Rollup, \*3 Cheese Flatbread, \*Broccoli, \*Summer Squash, \*Roasted Chickpeas



#### DAILY SPECIALS

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chef Salad, \*Fiesta Dip Box, \*Blueberry Parfait

\*American Sub, \*Chicken Caesar Wrap, \*Hearty Garden Salad, \*EZ Pizza Box, \*Strawberry Banana Parfait

\*Italian Sub, \*Buffalo Chicken Wrap, \*Crispy Chicken Salad, \*Hummus Box, \*Peach Parfait

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chicken Caesar Salad, \*Protein Box, \*Strawberry Parfait

\*Ham & Cheese Sub, \*Chicken Caesar Wrap, \*Garden Fiesta Salad, \*Deli Bento Box, \*Double Berry Parfait



#### DAILY SPECIALS

\*Cheese Pizza, \*Pepperoni Pizza, Mozzarella Stuffed Breadsticks with Marinara Squice

\*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad

\*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

↓ Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad

TH \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Meatlover's Pizza, Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

MWF: Cheeseburger, Hamburger, Spicy or Crispy Chicken Sandwich, Veggie Burger, Fries

T/TH: \*Fully customizable nachos with choice of meat, cheese sauce & toppings

T Beefy Taco and Queso Nachos with \*Zesty Black Beans

\*BBQ Pulled Pork Sandwich

\*Grilled Cheese Sandwich

TH Refried Beans and Cheese Nachos with \*Homemade Salsa

\*Bacon Cheeseburger, Fish Sandwich





September 23 - 27

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\*Indicates Asheboro School District Scratch-Made Items

INGREDIENTS YOU LOVE!

Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

\*Basil Corn Salad Fresh Broccoli Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

Baby Carrots Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

\*Apple Glazed Carrots Chilled Corn Salad Mix Variety of Fresh Fruit Variety of Canned Fruit

#### FRI

Celery Sticks Salad Mix Variety of Fresh Fruits Variety of Canned Fruits



PLANT-BASED, VEGETARIAN, NATURAL & MORE... ALL THE

#### mon

Kidney Beans

#### **TUES**

#### **WED**

#### **THURS**

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



#### DAILY SPECIALS

Chicken Tenders or Nuggets with \*Garlic Knot, Fries, Carrots, Celery

\*Bean & Cheese Enchilada, \*Enchilada Suiza, \*Rice, Black Beans, \*Mex Sweet Potatoes, \*Mex Zucchini

Ш \*Loaded Baked Potato with \*Breadstick, Broccoli

\*Pasta Bowl with Meat or Alfredo Sauce, \*Broccoli & Peppers, \*Parmesan Green Beans, \*Butternut Squash

\*Orange Chicken or Teriyaki with Rice, \*Soy Roasted Potatoes, \*Spicy Asian Veggie Blend, \*Broccoli



#### DAILY SPECIALS

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chef Salad, \*Fiesta Dip Box, \*Blueberry Parfait m

\*American Sub, \*Chicken Caesar Wrap, \*Hearty Garden Salad, \*EZ Pizza Box, \*Strawberry Banana Parfait

\*Italian Sub, \*Buffalo Chicken Wrap, \*Crispy Chicken Salad, \*Hummus Box, \*Peach Parfait

\*Turkey & Cheese Sub, \*Crispy Chicken Wrap, \*Chicken Caesar Salad, \*Protein Box, \*Strawberry Parfait

\*Ham & Cheese Sub, \*Chicken Caesar Wrap, \*Garden Fiesta Salad, \*Deli Bento Box, \*Double Berry Parfait



#### DAILY SPECIALS

\*Cheese Pizza, \*Pepperoni Pizza, Mozzarella Stuffed Breadsticks with

\*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad

\*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad

\*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad

\*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad TΗ

\*Meatlover's Pizza, Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

MWF: Cheeseburger, Hamburger, Spicy or Crispy Chicken Sandwich, Veggie Burger, Fries

T/TH: \*Fully customizable nachos with choice of meat, cheese sauce & toppings

Beefy Taco and Queso Nachos with \*Zesty Black Beans

\*BBQ Pulled Pork Sandwich

\*Grilled Cheese Sandwich

TH Refried Beans and Cheese Nachos with \*Homemade Salsa

\*Bacon Cheeseburger, Fish Sandwich







August 26 - 30

\*Indicates Asheboro School District Scratch-Made Items

#### **ADVENTURE**



#### **DAILY SPECIALS**

\*Made to Order Rice or Lo Mein Bowls with \*Sesame Roasted Carrots and \*Roasted Broccoli offered daily along with a selection of sauces

- M: Fajita Chicken and Fried Rice Bowl with Teriyaki Sauce
- T: Baked Tofu Lo Mein Bowl with General Tso Sauce
- W: Sweet and Sour Popcorn Chicken and Rice Bowl
- TH: Fajita Chicken Lo Mein Bowl with Orange Sauce
- F: Popcorn Chicken and Fried Rice Bowl with Sauce options

# PIZZA

#### DAILY SPECIALS

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

- M: \*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad
- 1: \*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- W: \*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad
- TH: \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- \* Meatlover's Pizza Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

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

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



#### DAILY SPECIALS

\*Fully customizable deli station with choice of meat, cheese, and all the toppings

- M: Create your own sub or wrap in our deli station with
- T: Choice of meat, cheese, & toppings so
- W: Get creative with your toppings and
- TH: Change it up daily and
- F: Have fun with it!



#### DAILY SPECIALS

\*Fully customizable nachos with choice of meat, cheese sauce, and all the toppings

- M: Fajita Chicken and Queso Nachos with Side Salad
- 1: Beefy Taco and Queso Nachos with \*Zesty Black Beans
- W: Fajita Chicken and Cheddar Cheese Nachos with Side Salad
- TH: Refried Beans and Cheese Nachos with \*Homemade Salsa
- F: Cheesy Meat Nachos with \*Zesty Black Beans



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



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



Asheboro Scratch is defined as meals that are assembled innouse. These items are on the menu daily.



Items Featured on the Menu Everyday Regular and Spicy Crispy Chicken Sandwich

Hamburgers and Cheese Burgers Cheese and Pepperoni Pizza Salad, Sandwiches and Salads



Fresh and Exciting Extra's Bar to Complement Every Meal Daily

Fresh Garden Salads Fresh Vegetables like Tomatoes, Cuumber and Celery Fresh Fruits like Bananas, Strewbern and Melon



Indicates Plant-Based menu item.

#### **OUR EVERYDAY OFFERINGS**

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



September 2 - 6

\*Indicates Asheboro School District Scratch-Made Items

### ADVENTURE



#### **DAILY SPECIALS**

\*Build Your Own Hot Ramen Noodle Bowl with choice of meat, broth, and toppings

- M: LABOR DAY
- Fajita Chicken Shoyu Ramen with a variety of vegetable toppings
- W: Meatball Pho Ramen with a selection of vegetables
- TH: Cage-Free Hard-Boiled Egg and Meat Ramen with toppings
- F: Chicken Yakisoba Ramen with a variety of vegetables

# PIZZA

#### DAILY SPECIALS

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

- LABOR DAY
- \*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- W: \*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad
- TH: \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- \*Meatlover's Pizza Sides: \*Roasted Broccoli, \*Garden Salad



#### **DAILY SPECIALS**

Cheeseburger, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger. Sides: Fries, Salad

- M: LABOR DAY
- T: Hot Dog
- W: BBQ Pulled Pork Sandwich
- TH: \* Mushroom Swiss Burger
- Fish Sandwich, \*Bacon Cheeseburger



#### DAILY SPECIALS

\*Fully customizable deli station with choice of meat, cheese, and all the toppings

- M: Create your own sub or wrap in our deli station with
- T: Choice of meat, cheese, & toppings so
- W: Get creative with your toppings and
- TH: Change it up daily and
- Have fun with it!



#### DAILY SPECIALS

\*Fully customizable nachos with choice of meat, cheese sauce, and all the toppings.

- M: LABOR DAY
- Beefy Taco and Queso Nachos with \*Zesty Black Beans
- W: Fajita Chicken and Cheddar Cheese Nachos with Salad
- TH: Refried Beans and Cheese Nachos with \*Homemade Salsa
- F: Cheesy Meat Nachos with \*Zesty Black Beans



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



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



Asheboro Scratch is defined as meals that are assembled inhouse. These items are on the ment daily.



Items Featured on the Menu Everyday Regular and Spicy Crispy Chicken Sandwich

gular and Spicy Crispy Chicken Sand Hamburgers and Cheese Burgers Cheese and Pepperoni Pizza Salad, Sandwiches and Salads



Fresh and Exciting Extra's Bar to Complement Every Meal Daily

Fresh Garden Salads Fresh Vegetables like Tomatoes, Cucumber and Celery Fresh Fruits like Bananas, Strawberry and Melon



Indicates Plant-Based menu item.

#### **OUR EVERYDAY OFFERINGS**

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



September 9 - 13

\*Indicates Asheboro School District Scratch-Made Items

#### **ADVENTURE**

#### DAILY SPECIALS

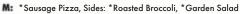


- M: Chicken Tenders or Popcorn Chicken, Sides: Fries, Carrots, Celery Sticks
- T: Chicken & Waffles, Sides: \*Apple Glazed Carrots, \*Blue Ribbon Slaw
- W: Chicken Tenders or Popcorn Chicken, Sides: Fries, Carrots, Celery Sticks
- \*Popcorn Chicken Mashed Potato Bowl, Sides: \*Low Country Green Beans, \*Blue Ribbon Slaw
- F: Chicken Tenders or Popcorn Chicken, Sides: Fries, Carrots, Celery Sticks



#### **DAILY SPECIALS**

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



- 1: \*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- W: \*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad
- TH: \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- \* Meatlover's Pizza Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

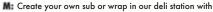
Cheeseburger, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger, Sides: Fries, Salad

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



#### DAILY SPECIALS

\*Fully customizable deli station with choice of meat, cheese, and all the toppings



- T: Choice of meat, cheese, & toppings so
- W: Get creative with your toppings and
- TH: Change it up daily and
- F: Have fun with it!



#### DAILY SPECIALS

\*Fully customizable nachos with choice of meat, cheese sauce, and all the toppings.



- T: Beefy Taco and Queso Nachos with \*Zesty Black Beans
- W: Fajita Chicken and Cheddar Cheese Nachos with Salad
- TH: Refried Beans and Cheese Nachos with \*Homemade Salsa
- F: Cheesy Meat Nachos with \*Zesty Black Beans



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



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



Asheboro Scratch is defined as meals that are assembled inlouse. These items are on the menu daily.



Items Featured on the Menu Everyday

Regular and Spicy Crispy Chicken Sandu Hamburgers and Cheese Burgers Cheese and Pepperoni Pizza Salad, Sandwiches and Salads



Fresh and Exciting Extra's Bar to Complement Every Meal Daily

Fresh Garden Salads Fresh Vegetables like Tomatoes, Cucumber and Celery Fresh Fruits like Bananas, Streibern and Makes



Indicates Plant-Based menu item.

#### **OUR EVERYDAY OFFERINGS**

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



September 16 - 20

\*Indicates Asheboro School District Scratch-Made Items

#### **ADVENTURE**

#### DAILY SPECIALS



- M: \*Pasta with Chicken, Meatballs, or Tuscan Vegetables and Sauce, \*Roasted Broccoli, \*Caesar Side Salad
- 1: \*Dips: Bruschetta Alfredo, Spinach, or Spicy Italian Sausage with Breadsticks, \*Broccoli, \*Caesar Side
- W: \*Chicken, Meatballs, or Tuscan Vegetable Pasta and Sauce, \*Roasted Broccoli, \*Caesar Side Salad
- TH: \*Bruschetta Alfredo, Spinach, or Spicy Italian Sausage Dips with Breadsticks, \*Broccoli, \*Caesar Side
- F: \*Pasta with Meatballs, Chicken or Tuscan Vegetables and Sauce, \*Roasted Broccoli, \*Caesar Side Salad

# PIZZA

#### DAILY SPECIALS

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

- M: \*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad
- T: \*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- W: \*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad
- TH: \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- F: \*Meatlover's Pizza Sides: \*Roasted Broccoli, \*Garden Salad

## **GRILL**

#### DAILY SPECIALS

Cheeseburger, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger, Sides: Fries, Salad

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



#### DAILY SPECIALS

\*Fully customizable deli station with choice of meat, cheese, and all the toppings

- M: Create your own sub or wrap in our deli station with
- T: Choice of meat, cheese, & toppings so
- W: Get creative with your toppings and
- TH: Change it up daily and
- F: Have fun with it!



#### DAILY SPECIALS

\*Fully customizable nachos with choice of meat, cheese sauce, and all the toppings.

- M: Fajita Chicken and Queso Nachos with Side Salad
- T: Beefy Taco and Queso Nachos with \*Zesty Black Beans
- W: Fajita Chicken and Cheddar Cheese Nachos with Side Salad
- TH: Refried Beans and Cheese Nachos with \*Homemade Salsa
- F: Cheesy Meat Nachos with \*Zesty Black Beans



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Items Featured on the Menu Everyday Regular and Spicy Crispy Chicken Sandwich

Hamburgers and Cheese Burgers Cheese and Pepperoni Pizza Salad, Sandwiches and Salads



Fresh and Exciting Extra's Bar to Complement Every Meal Daily

Fresh Garden Salads Fresh Vegetables like Tomatoes, Cucumber and Celery Fresh Fruits like Bananas, Strawberry and Melon



Indicates Plant-Based menu item.

#### **OUR EVERYDAY OFFERINGS**

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



September 23 - 27

\*Indicates Asheboro School District Scratch-Made Items

#### **ADVENTURE**



#### DAILY SPECIALS

Sides available daily include Beans, \*Mexican Sweet Potatoes, \*Mexican Zucchini

- M: \*Taqueria Bowls with Beef Taco or Tinga Chicken
- T: \*Beef or Tinga Chicken Wrap
- W: \*Enchilada Suiza or \*Bean & Cheese Enchilada
- \*Street Tacos with Refried Beans, Pavo Al Pastor, or Pulled Pork Carnitas
- \*Tinga Chicken or Beef Tacos



#### **DAILY SPECIALS**

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

- M: \*Sausage Pizza, Sides: \*Roasted Broccoli, \*Garden Salad
- 1: \*Buffalo Chicken Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- W: \*Supreme Pizza, Sides: \*Roasted Broccoli & Cauliflower, \*Garden Salad
- TH: \*Hawaiian Pizza, Sides: \*Parmesan Green Beans, \*Caesar Salad
- \*Meatlover's Pizza Sides: \*Roasted Broccoli, \*Garden Salad



#### DAILY SPECIALS

Cheeseburger, Hamburger, Spicy Chicken Sandwich, Crispy Chicken Sandwich, Veggie Burger, Sides: Fries, Salad

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



#### **DAILY SPECIALS**

\*Fully customizable deli station with choice of meat, cheese, and all the toppings

- M: Create your own sub or wrap in our deli station with
- T: Choice of meat, cheese, & toppings so
- W: Get creative with your toppings and
- TH: Change it up daily and
- F: Have fun with it!



#### DAILY SPECIALS

\*Fully customizable nachos with choice of meat, cheese sauce, and all the toppings.

- Fajita Chicken and Queso Nachos with Side Salad
- 1: Beefy Taco and Queso Nachos with \*Zesty Black Beans
- W: Fajita Chicken and Cheddar Cheese Nachos with Side Salad
- TH: Refried Beans and Cheese Nachos with \*Homemade Salsa
- F: Cheesy Meat Nachos with \*Zesty Black Beans



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Items Featured on the Menu Everyday

Regular and Spicy Crispy Chicken Sand Hamburgers and Cheese Burgers Cheese and Pepperoni Pizza Salad, Sandwiches and Salads



Fresh and Exciting Extra's Bar to Complement Every Meal Daily

Fresh Garden Salads Fresh Vegetables like Tomatoes, Cucumber and Celery Fresh Fruits like Bhannas, Streebern, lee Makes



Indicates Plant-Based menu item.

#### **OUR EVERYDAY OFFERINGS**

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



ASHEBORO CITY SCHOOLS' FOOD TRUCK IS GOING TO TAKE STUDENTS ON A CULINARY TRIP AROUND THE COUNTRY AND EVEN THE WORLD.

THE FIRST EVER ROAD TRIP BASED MENU WILL BE FEATURED IN ASHEBORO CITY SCHOOLS. THIS MENU WILL BE CHEF DEVELOPED WITH TASTES FROM AROUND THE GLOBE.

ALL OF THE ENTREES SERVED FROM THE FOOD TRUCK WILL BE PORTABLE FOR A QUICK AND EASY DINING EXPERIENCE. BOLD AND UNIQUE FLAVORS WILL SET OUR FOOD TRUCK APART.

SHOWN TO THE RIGHT ARE CITIES THAT WILL BE FEATURED ON THE 2024-2025 MENU















# FALL 2024 TOUR MENU

## STOP #1 CHICAGO ITALIAN BEEF SANDWICH

A FRESH BAKED SUB WITH SHAVED STEAK, SHREDDED CARROTS AND THE CHEF'S CAULIFLOWER ESCABECHE SERVED WITH FRIES

## STOP #2 BOSTON CHICKEN PARMESAN SUB

CRISPY CHICKEN ON A FRESH BAKED SUB WITH MOZZARELLA AND PARMESAN CHEESE, TOPPED WITH MARINARA SERVED WITH PARMESAN GREEN BEANS

# STOP #3 PHILADELPHIA PHILLY-STYLE CHEESESTEAK

SHAVED STEAK WITH CHEDDAR CHEESE SAUCE, PEPPERS AND ONIONS ON A FRESH BAKED SUB ROLL SERVED WITH FRENCH FRIES

## STOP #4 MIAMI CUBAN BEEF STEAK

CUBAN CITRUS MARINADE SHAVED STEAK ON A FRESH SUB ROLL WITH BLACK BEAN AND CORN SALSA SERVED WITH SWEET POTATO FRIES

## STOP #5 CHARLESTON BBQ PULL PORK SANDWICH

PULLED PORK WITH SWEET CAROLINA BBQ SAUCE SERVED ON A BURGER BUN SERVED WITH THE CHEF'S BAKED BEANS

















As your partner, we commit to a smooth transition process and meeting your new requirements.

Asheboro City Schools will achieve increased student engagement and participation as we continue to provide quality food service with cutting-edge innovations and enhanced processes.

At the start of the new contract, we will meet with your District to review new expectations and changes to our partnership.

### CONTINUATION PLAN: ONGOING SATISFACTION AND SERVICE INTEGRITY

As you've experienced during our prior transition, Sodexo is committed to ensuring a successful continuation process and meeting the requirements of the current Request for Proposal. In doing so, we pledge to bring the quality, expertise and innovation necessary to build upon Asheboro City Schools' mission and goals with no disruption of service to students, faculty and staff.



"We are dedicated to evolving with Asheboro City Schools and ready to support future success for the students, teachers and administration. Our continuation plan is our commitment to ongoing collaboration and innovation to increase program participation and customer satisfaction."

- Larry Wilson, District Manager

Moving forward, a renewed focus on value, expertise and innovation will elevate the entire school experience at Asheboro City Schools. With Sodexo, you can expect the same unwavering leadership, operational excellence and attention to detail that you have already experienced during our partnership.

#### ADVANCEMENT SUPPORT

Investing in Asheboro City Schools' child nutrition program from the very beginning – that's what started our partnership off on the right foot. By staying with Sodexo as your incumbent provider, you eliminate the potential costs, disruption and hassle of changing providers.

During our continued partnership, you can be sure that any enhancements and changes will be smooth and successful. Our proprietary Business Improvement and Growth Support (BIGS) approach to transition is cost-free to the District and demonstrates our commitment to making a significant investment in your future success by addressing every detail before we earn any revenue.

#### WHAT YOUR DISTRICT RECEIVES:

- Comprehensive support throughout the start-up process
- Support from a mobilization team of four fieldbased information technology, contracts and labor optimization specialists
- Access to a virtual resource center for real-time support

#### THE PROOF IS IN THE PAST: ACCOMPLISHMENTS AND HIGHLIGHTS



Our competition will tell you that they are the best partner for Asheboro City Schools, but experience and history are the best indicators of future success. Over the past year, we have valued our partnership and provided:

- A strong commitment to your District and the community as a business partner you can rely on in times of need
- Increased meal opportunities for students and staff by launching the School Breakfast Program
- Increased meal variety by implementing The Clubhouse, FoodiE and Taste4
- New programs as regulations changed, updated menus, claiming procedures and enhanced nutrition awareness
- Enhanced student achievement and well-being

While these accomplishments are significant, we are looking ahead to even greater achievements.

#### **OUR CUSTOMIZABLE CONTINUATION PLAN**

As your current partner, we offer a continuation plan to ensure future success. Within the first 30 days, we will meet with you to codify your priorities, matching them with our resources and personnel to ensure that every element is in place.

Larry Wilson will work with you to update your expectations and establish any new steps necessary to keep delivering the highest service levels.

ACTION STEPS	ASSIGNMENT
Review proposal with the operations team	Deborah Whitmire, Senior Vice President Larry Wilson, District Manager Jamie Knapp, Regional Client Relations Manager
Establish contractual terms	Deborah Whitmire, Senior Vice President Larry Wilson, District Manager
Prepare new contract	Deborah Whitmire, Senior Vice President Larry Wilson, District Manager Thomas Leisten, Regional Finance Director Julie Jenkins, Legal Department
Conduct a transition and update meeting to clarify Asheboro City Schools' and Sodexo's ongoing expectations for one another	Deborah Whitmire, Senior Vice President Larry Wilson, District Manager Bobbie Smith, General Manager Asheboro City Schools Administrative Leadership
Collaborate with District personnel regarding innovative solutions with the superintendent and the administrative team	Larry Wilson, District Manager Bobbie Smith, General Manager
Secure Insurance Certificate	Larry Wilson, District Manager Bobbie Smith, General Manager
Review session with administration	Larry Wilson, District Manager
Review expectations of the contract with administrators and foodservice advisory committee	Larry Wilson, District Manager
Establish personal contact with key personnel, administration, foodservice advisory committee, student government, faculty, staff, social clubs, etc.	Larry Wilson, District Manager
FreshEyes Review <sup>®</sup> seeking unbiased insight from administrators on performance regarding the formulated plan to actual deployment over the first 12-18 months	Sodexo Client Relations

A step-by-step protocol guides our efforts as we focus on the next phase of renewal. You'll continue to experience Sodexo's past partnership insight exercises, including:

Quarterly business reviews

Biannual student survey

Annual trends presentation

FreshEyes Review every third year

Bobbie Smith and the team are available to address any issue – no matter how small – because we want every customer to walk away satisfied. Regularly scheduled meetings, followed by appropriate action steps, will be held if any issues need to be addressed.

#### ASHEBORO CITY SCHOOLS' CONTINUATION JOURNEY

- Verify Contract Requirements and Performance
- Perform Audits
  - Food Safety
  - Physical

Management and **Employee Training** Sessions





 Equipment and **Technology Installs FINALIZE PROCESSES** 

**AND REFINE TOOLS** 

- Pending Contract
- Verbal Award
- Transition Communication Plan
- Transition **Operations**





**COMMUNICATE EXPECTATIONS TO STAKEHOLDERS** 



 Stabilization and **Steady State** 

- Post-Go Live and Follow-up
- Share Performance With You
- Discuss Lessons Learned



**IMPLEMENT THE NEW PLATFORM** 



Process Map



Conduct **Expectations** Meeting



**Our Collaboration** 









Operations Assessment and Site Visit

- Contract Signature
- Implement Transition Plan
- Begin Transition Meeting Series





■ New Offer **Implemented** 





WRITTEN PLAN
TO ADDRESS
SPECIFIC GOALS
ESTABLISHED BY
THE SFA'S BOARD
OF EDUCATION



#### Attachment F

Written Plan to address Specific Goals Established by the SFA's Board of Education and Strategies to address innovative approaches to increase Student Meal Participation and Support and Sustain Program Financial Viability and Short- and Long-Term Sustainability

Specific Goals of the SFA include are provided below:

- 1. Increase lunch participation by at least 5% through new menu items, innovative meal service options, student involvement and other meaningful strategies. (Current lunch participation rate is 65.24%.)
- Grow the Summer Food Service Program through increased community partnerships to at least one
   (1) new partnering agency in coordination with learning opportunities for students. Expand
   community partnerships beyond those currently established which include three community
   agencies: YMCA, Dream Center and the Boys and Girls Club.
- 3. Continue to Improve the nutritional value and student appeal for all meals served by increasing input from students, parents, staff and other stakeholders in menu planning and taste-testing with various student groups.
- 4. Increase nutrition education for all students through afterschool cooking clubs, cooking and tasting events, Chef competitions, etc.

Sodexo's plan to address specific goals established by the SFA's Board of Education and strategies to address innovative approaches to increase student meal participation and support and sustain program financial viability and short- and long-term sustainability is provided on the following pages. Additional information on our targeted participation plan can be found in Attachment H: Detailed Marketing Plan.

# Fueling Your Future

With Asheboro City Schools as our partner, we have built a strong foundation for an innovative foodservice program that enhances the student experience and helps your District thrive.

Together, we have driven student participation and engagement through Future Chefs and by launching

Taste4 at the high school and foodiE at the middle schools. You have already experienced our commitment to helping you build stronger, healthier

INNOVATION = INVESTING IN THE FUTURE OF YOUR STUDENTS

students - and we are just

getting started!

Our dining program has been built for sustained success. It empowers students to thrive as they build lifelong habits for healthy living. We look forward to the next steps of our journey together in nurturing potential with our food.

# Our Promise TO YOU

We Will...

#### **How We'll Get There**

Reach and surpass your participation, education and child nutrition fund goals



Listen to your student and community feedback to provide the best service



Track satisfaction through communication, surveys and focus groups

Support students' STEM, marketing, culinary skills and dining etiquette education



Collaborative programs with Asheboro City Schools educators, hands-on activities and learning experiences

Improve student convenience



On-the-go options for every meal period

Enhance the student dining experience



On-trend dining options and industry insights focused on the experience of Gen Z and Alpha students

Our relationships with foodservice suppliers and equipment manufacturers run deep. As our partner, Asheboro City Schools can leverage Sodexo's key relationships to strengthen your purchasing and procurement needs.



Sodexo's wholly owned subsidiary Entegra has contracted programs with hundreds of regional suppliers throughout the country. With a focus on supplies, equipment and even capital expenditures, Entegra delivers best-in-class experiences for many of our clients by utilizing its vast industry knowledge and deep network of specialty suppliers.

















New Menu Offerings

and PROGRAM ENHANCEMENTS that put your Community First

Our love for food means that we're always working to improve the dishes that we serve and how we share them. As you've experienced, we bring delicious, on-trend and age-appropriate menu items to the Asheboro City Schools community.

We don't just follow trends, we also create them.

"It is a privilege being in a partnership with Sodexo At School's Food Services. Our school district has benefited from their conscientious efforts to provide each student with a wide variety of food choices that are delicious and nutritious. We have seen an increase in the percentage of participation in the breakfast and lunch programs, as well as their innovative after-school dinner program. We appreciate the role Sodexo plays in our district to ensure the overall success and quality of life of each student."

Rodney Caddell Assistant Superintendent Levelland ISD



#### STREET EATZ FOOD TRUCK

Food trucks form the heart of an estimated \$2.7 billion industry as an option that is convenient, affordable and on trend. Unlike large-scale restaurants, they can focus on unique cuisines without financial risks. Thanks to consumer insights, we created Street Eatz to keep up with this popular culinary movement.

Our mobile food truck serves as another option for Asheboro City Schools students during lunch periods, sporting events, community gatherings and summer feeding programs. It is also a classroom on wheels, serving as a perfect addition to any consumer sciences, entrepreneurship, art and hospitality class. Students can create menus, plan events for the vehicle, and design and create a custom vehicle wrap to represent their school.



From chicken Tikka to burgers hot off the grill, Street Eatz offers something for everyone.



#### **FOOD TRAILERS**

As another option to create excitement with food outside of the cafeteria, our food trailers are custom-built for your District with your goals in mind. Although they provide less mobility than Street Eatz, they are an alternative when cost is a more significant consideration.

Cutting costs doesn't mean skimping on quality and flavor – our food trailer team creates the same exciting menu items at half the price of a food truck. Since trailers can be moved to different locations when needed, you will still enjoy the flexibility of covering multiple sites across Asheboro City Schools.







#### Simply to Go



Bringing freshly made meals to your community on the go, our fleet of carts and E-vehicles provides convenience and quality at any time of day. As

a stationary grab-and-go kiosk, Simply to Go serves breakfast and lunch items, snacks, salads, desserts and drinks.

For elevated convenience, upgrade to the Simply to Go Eat Fleet. The Fleet's electronic carts and mini trucks move around your campus, providing hot and cold food and drinks.



#### **Smokers**

Achieve that summer feeling with slow-roasted meats, flaky fish and peak-season veggies prepared in our on-site wood or pellet smokers. Perfect for high school quads and game-day tailgates, we create exclusive recipes cooked to perfection. Sodexo offers both stationary and portable units, allowing you to make smoked ingredients a regular part of the menu or feature them at special occasions.

unique weekly choices mean you can go an entire school year without experiencing the same pop-up twice.

#### SURPRISE AND DELIGHT WITH POP-UP RESTAURANTS

One of the biggest trends in the restaurant industry is the "pop-up," where diners get to enjoy various cuisines with seasonal food, created by local or traveling talent. Since your students are always on the lookout for the next best thing, we are proud to offer this concept at Asheboro City Schools. From comfort foods to new flavors, we offer 52 cuisine choices that students can vote on weekly.



Ramen? Check.



Tacos? We offer those, too!



#### HEALTHIER CHOICES AT A HEIGHTENED PACE: MICRO MARKETS AND CONVENIENCE STORES

Today's students are on the go. They expect healthier food choices, excellent service and flexibility wherever and whenever they choose to eat. That's where our Micro Market and convenience store solutions come in.

#### Micro Market

- Signature retail food experience
- Custom-designed for any space and floor plan in your community
- Provides convenience, value and relaxation
- Includes curated items (e.g., fresh fruit, handcrafted drinks, graband-go sandwiches) to meet your students' needs



#### Convenience Store

- Leverages student insights, category management and industry knowledge to predict a popular product lineup
- Offers beverages, snacks, sundries, logoed apparel and items to meet your students' needs
- Thoughtfully designed environment places products in a logical pattern for increased sales



#### **COFFEEHOUSE • TRADITIONS**

Created specifically for the Asheboro City Schools' high school students, our coffeehouse retail experiences provide places to study, gather and unwind. Serving beverage options with minimized or eliminated caffeine to ensure student well-being, branded kiosks can be created in your school library and convenience store. Products can also be served in your cafeteria if space for a kiosk is limited.

# Here's a look at our various coffeehouse options:



#### Jazzmans Brew & Bakery

- Kiosk concept with an eclectic, cool vibe that works in any space
- Offers a variety of products, from cookies to muffins to empanadas

#### Proprietary Coffee Roasters

- Delivers enhanced roast profiles to delight students and staff
- Roast variety includes Just Right Light, Happy Medium and Deep Thought
- Offers the latest (not hottest!) trend in coffee culture: cold brew

#### Custom Coffee Program for Asheboro City Schools

- Flexible, modular footprints that include everything from a barista-staffed coffeehouse to a self-serve kiosk
- We design, build and operate the program that is perfect for your community
- Three program options feature ethically sourced and environmentally friendly coffees from around the world, as well as local roasts

#### Coffee Bar

Perfect for handcrafted beverages in a limited space

- Branded in your schools' colors
- Includes a barista
- Designed for efficiency

#### Coffee Corner

- Perfect for larger spaces, but can fit into just seven feet
- Self-serve format
- Features fully automated bean-to-cup espresso machines and integrated touch-screen point-of-sale system
- Allows guests to pour and pay for their own beverages
- Options for digital messaging, built-in storage and grab-and-go snacks

#### Caribou Coffee

- Partnered with Sodexo to offer a custom solution for high school locations
- Curated selection of food and beverages that meet USDA Smart Snacks criteria
- Fully branded solution









#### **VENDING MACHINES**

Product lineup, consumer education and technology influence healthy eating. With that in mind, our vending solutions make healthy snacking easier. No longer a last-resort option, we transform the vending machine into an essential for on-the-go fuel.

#### **Product Lineup**

First, we start with a high-quality, ontrend product lineup that adheres to the USDA's Smart Snack standards. From regional packaged foods to hydrating beverages, we offer a variety of options to please all palates.

#### **Consumer Education**

To reinforce healthy eating, freestanding signs and custom machine decals reference nutrition information as students approach the machine.

#### **Technology**

Our vending machines complete the experience with integrated digital touch screens that display nutritional facts of each selection as well as any school promotions. Our "MIND" touch screens can be retrofitted into almost any existing vending machine. Integrated payment options, including cash, credit and debit cards and select meal plans, provide easy access for all.





#### **Desk Express**

Our Desk Express menu offers adult-sized sandwiches, salads, entrees and side-dish options to ensure faculty and staff have convenient access to delicious meals. Same-day, online ordering and a simple pickup process in the teachers' lounge make eating healthy at any moment simple.



#### **INCREASING YOUR COMMUNITY'S ENGAGEMENT**

We prioritize student satisfaction, your schools' goals and delivering on our promises. The secret to these accomplishments? Increased engagement. As your partner, we will continue to provide the resources, design and brand solutions to do just that.

#### **IDOLOGY**

IDology provides the science to identify and deliver solutions for your school community.



A dynamic, factbased approach, IDology enhances our

understanding of Asheboro City Schools' needs and vision for the present and future. This comprehensive study of your community's trends and preferences ensures our foodservice program perfectly aligns with your mission and goals. To identify and prepare for your evolving needs, we implement a three-phased process that occurs over three months.

#### **Phase One**

- Assess and review your District's current goals and operations
- Conduct a complete customer analysis, stakeholder surveys, consumer mapping and more

#### **Phase Two**

- Leverage market research combined with an in-depth understanding of Asheboro City Schools
- Identify customized financial, schematic and sustainable solutions for your unique opportunities

#### **Phase Three**

- Present detailed research findings and a roadmap
- Guide you through introducing and sustaining desired changes





#### **BESPOKE SPACES AND BRANDING**

For nearly 60 years, we've impressed clients around the world with our services and inviting dining spaces. Instead of a one-size-fits-all mentality, we use a strategic framework to design spaces, solutions and product offerings to ensure a custom fit each time.

#### **PROCESS**

- 1. Listen to your end goals and strategize on how to get there
- 2. Optimize space by reclaiming, reducing or repurposing existing spaces to match your future needs
- 3. Create adaptable, scalable spaces and food fulfillment strategies that prepare your District for everchanging student demands
- 4. Seamlessly combine on-site and offsite operations in more innovative and flexible ways
- 5. Provide expert support for construction, graphic production, installation and rollout

#### **RESULTS**

- » Reduce waste, energy usage and costs with custom kitchens and dining areas
- » Enhance student engagement and increase participation in food and wellness programs
- » Surpass Asheboro City Schools' goals
- » Deliver spaces and services that can easily adjust to what's up next



# Student Influencers INCREASE STUDENT PARTICIPATION

Student Promotion Influencers (SPIs) solve the challenges associated with running successful events and promotions. By generating word-of-mouth and social media marketing, they support the following key components of increased engagement:

**AWARENESS** - Students need ample notice prior to promotions

**CLARITY** - Messaging needs to be clear and concise

**SIMPLICITY** - Greater enjoyment comes from promotions that are simple, fun and fast

**FUN** - Events need to be memorable and serve as much-needed breaks

**VALUE** - Promotions should include giveaways, prizes and/or food

#### PEER INFLUENCE -

Involvement increases when there's already a crowd

#### STUDENT-DRIVEN -

With students at the wheel, more want to come aboard

While having an SPI contributes to the success of your food program, it's also a tremendous learning and resume-building opportunity for the chosen individuals.

SPI ROLE REQUIREMENTS

- Must be in high school
- Comfortable interacting with internal team members, creative agencies, media and
- public relations personnel, key student groups and customers
- Possess leadership and customer service skills

#### HEALTHY AND HAPPY GO HAND IN HAND

Over the years, Sodexo has improved the health and wellness of Asheboro City Schools' students and staff with delicious food and educational programs. This year, we will bring new ideas to life to support a lifestyle that fuels student achievement and correlates with your District's goals.



#### MINDFUL FOR STUDENTS

Have your "cake" and eat it too. With Mindful, there's no need to choose between tasty and good-for-you foods. We understand that proper nutrition is important for student development and lays the foundation for future habits. This program offers dozens of recipes carefully selected for high schoolers, focusing on healthy choices that feel indulgent. All ingredients are clear and exceed USDA standards for school meals.

#### **How We Are Mindful**

- Support nutrition with enticing flavors and presentation
- Chefs focus on selecting seasonal ingredients for the best flavors
- Educate students on their food choices and focus on the physical and mental benefits of healthier decisions
- Make it easy for your District to enjoy a healthier lifestyle



mind pu

When students are presented with delicious, healthy options, they are more likely to make better choices on their own terms and continue those habits in the future. After all, a healthy lifestyle isn't a single act, but an ongoing series of steps.





#### ALLERGEN SUPPORT

Every student should feel safe and confident in what they consume. The big nine – milk, soy, tree nuts, peanuts, shellfish, eggs, sesame, fish and dairy – account for 90% of food allergies among students. Navigating allergies can be difficult, but we relieve some of the worries by providing clear information and support so students can make informed, safe and healthy choices.





















#### **FUEL UP TO PLAY 60**

Partnered with the USDA and launched by the National Dairy Council and the NFL, this in-

school nutrition and physical activity program encourages today's youth to lead healthier lives. As an active partner with Fuel Up to Play 60, we will coordinate and activate it at Asheboro City Schools.

#### The program includes:

- Easy-to-follow online game plan with a six-step guide
- Playbooks with resources and tools
- Student leadership opportunities
- Challenges, contests and points to engage students, families, staff and the larger community
- A chance to earn recognition and NFL rewards for students and your school





#### NUTRITION AND PERFORMANCE EDUCATION COUNSELING

Sodexo is one of the largest employers of registered dietitians in the United States. We partner local and regional dietitians with your health education staff and sports programs. Offering one-on-one health counseling, allergy education, meal accommodations for religious, cultural, health and weight management, this program helps students meet their goals. It also provides athletes, coaches and trainers with targeted performance-boosting guidance.

To reach larger groups, Sodexo's registered dietitians can also provide lunch-and-learn sessions for students and staff. These meetings build community by sharing vital health and wellness information in an engaging and informative seminar-style approach.

#### TECHNOLOGY SOLUTIONS FOR SEAMLESS ENGAGEMENT

As the first digitally native generation, today's students spend a significant amount of time on devices to gather information, connect with friends and handle tasks. This trend presents a tremendous opportunity to improve your foodservice program and the student experience with technology.

To create seamless engagement between the physical and digital experience, we provide students with the information they want at the exact moment they need it using our omnichannel approach. Supported by various systems designed to use and share information, this network enables efficiency, limits workload for our on-site team and provides impactful insights in real time.

Thanks to our advancements in technology, we can respond quickly and adjust to your everchanging needs with convenient digital solutions.

#### SODEXOMYWAY

Our comprehensive website SodexoMyWay.com keeps students and families informed about Asheboro City Schools' nutrition program. It also serves as a secure portal for reaching out to the management team. Key benefits and functions include:

#### **Staying Informed**

 Links menus, student well-being information and news about our sustainability efforts

#### Mobile Web App

- Allows users to access everything on the site in a mobile-friendly layout
- Students, staff and families can quickly and easily send comments to the nutrition team and our national director of wellness

#### **Online Payment**

 Make payments anywhere at all times with a customized link to the District's payment options and information

#### **Choices for Good Health and Wellness**

 Links to relevant and in-depth content to educate and support your community

#### **Safe and Secure**

 Unlike a static HTML site, SodexoMyWay.com content resides in a secure database behind a firewall for maximum protection





#### **NUTRISLICE**

Asheboro City Schools will enhance student, staff and family engagement with customizable menu branding and user experiences. Nutrislice makes it easy to elevate your dining services and customer connections through the following priorities and capabilities:

#### **ATTRACT**

- Connect to your customers everywhere through a website and mobile app with voice activation on any Alexa-enabled device
- Fully accessible website for disabled and visually impaired users
- Daily, weekly and monthly online menus with print options
- Collapsible menu sections for easier scrolling



- Art Fra

#### **INFORM**

- Generates nutrition information for each menu item, including serving size, calories, fat, saturated fat, trans fat, cholesterol, sodium, total carbs, dietary fiber, sugar, added sugar, protein, vitamin A (IU or RE), vitamin C, calcium, iron, potassium and vitamin D
- Safe allergen identification system
- Customizable filters for special diets and allergies automatically remove menu items based on restrictions
- Capability to upload manufacturers' labels
- Users can customize meals directly in the app, which shows new allergen and nutrition information based on the updates
- Automatically scales nutrition information based on selected serving size
- Displays MyPlate information

#### **INFLUENCE**

- Includes promotional materials to drive program awareness and relay details
- Enticing food images, descriptions, icons and key nutrition information promote participation
- Push notifications based on users' locations, customized emails and dining map locator generate engagement
- Allows Asheboro City Schools' admin to customize home page and station banner images, menu graphics and sidebar widgets with your messaging

#### **RETAIN**

- Users can provide feedback on menu items with a one- to five-star rating and additional notes
- Includes an analytics dashboard that informs admin about data use so you can make improvements

#### **ADMIN EXPERIENCE**

The following platform features will ease operations and save time:

- Menu builder that uses a WYSIWYG menu interface with a drag-and-drop function allows admins to easily schedule a menu cycle for any duration at a single location and/or group of dining locations
- Menu scheduler allows users to copy and paste information from any menu, and add or skip weeks in the cycle
- Advanced user permissions, roles and access control include both type-level and object-level permissions at the enterprise and child account levels so admin can control who has permission to view and edit data within the system
- Operators can schedule holiday menus without re-writing or copying cycle menus
- Program integration automatically updates the digital signage at your dining locations based on the menus in Nutrislice
- Access to a library of 50 food icons and the ability to create custom icons with resolutions optimized for all screen sizes and media types







nurrisik



# Field From the Field

#### **MYDTXT**



Developed exclusively for our foodservice program, MYDTXT is a proprietary text messaging solution for heightened

engagement. Students simply text their school code to the service and opt-in to receive exclusive promotions and offers. They also receive messages with current discounts from their favorite dining locations, along with daily special deals, ongoing promotions and events at your school.

#### Advantages include:

- Instant user feedback
- Set up unique keywords for specific locations and activities
- Text survey polling
- Client notification systems
- Automatic menu texts

According to SinglePoint research, text messages have a 99% open rate while emails and social media posts can be missed or ignored.

#### CAPTURED: THE FUTURE OF STUDENT FEEDBACK



Photos serve as the primary form of communication for your

school's students. With Captured, Asheboro City Schools can gather feedback in a way students want to provide it – with pictures. As a more fun and interactive option than a traditional survey, this tool factors in emotions and lets students express what they are thinking, feeling and doing as they experience our operations. This reveals the true student experience and helps us make informed decisions to benefit the District.

#### UPSHOW: "INFOTAINMENT" FOR THE DINING AREA AND BEYOND

SHOW For a more entertaining and educational

mealtime experience, UPshow allows us to customize digital signage in and outside of your cafeteria. Powered by a web-based control panel that features a built-in digital asset library, this tool saves operators time when sourcing and scheduling screen content. The technology seamlessly connects dining area LCD screens and students' mobile devices, creating a revolutionary interpersonal network that breaks down social barriers and fosters student connection.





#### **Robot Delivery**



The future of food delivery has arrived thanks to our partnership with Starship Technologies.

Providing a first-of-its-kind artificial intelligence (AI) delivery service, Starship Technologies is the leading autonomous delivery service operating commercially around the world. Using an array of sensors and vision-based navigation technology that provides precision in telemetry to the nearest inch, these robots can seamlessly travel on sidewalks and navigate campuses.

The robot delivery service has completed more than 25,000 deliveries and traveled more than 150,000 miles. Sodexo has successfully deployed this technology nationwide.

#### RETHINKING PICKUP

Pickup lockers offer a solution for long lines and time constraints during lunch periods. Students, teachers and administrators can preorder meals to be picked up in designated lockers, which are easy to use and save your staff time during meal service.





#### NEW LEARNING OPPORTUNITIES

Just like Asheboro City Schools, we believe in a lifetime of learning. You can count on us to create a thriving learning community inside and outside of the cafeteria. Harnessing students' culinary, math, science and creative skills, we will continue to provide a fun learning environment that increases student satisfaction.

#### COMPETITIONS



#### **FUTURE CHEFS**

In this nationwide competition, elementary and middle school students submit healthy recipes that align with a yearly theme, such

as breakfast or noodle dishes. Future Chefs was created to get students thinking about making healthy food choices while also encouraging them to be active and creative in the kitchen.

Out of nearly 2,600 entries from students across the country, semi-finalists prepare and present their creations, which are assessed for originality, taste, kid-friendliness and use of healthy ingredients. The winning student from each participating district competes with other local winners on the regional level, and the regional winners then vie to become one of five national finalists competing for the public's vote.





#### **CULINARY THROW DOWN**

Similar to an Iron Chef competition, high school students are given a set of ingredients

to create their own recipes. On the Culinary Throw Down event day, teams prepare and present their dishes to the judges. Those selected then compete against each other in a live, timed competition.

After the competition, your District can compile submitted recipes into a school cookbook, which can be sold at various events for fundraising. Nothing gets families, employees and board members more involved than events that feature their students.





#### KITCHEN WARS

In Kitchen Wars, frontline staff demonstrate their culinary skills and shine on center stage during this fun, team-building competition.





# The Business of Food

To nurture curiosity in marketing and the culinary arts, we work with your high schools' marketing clubs and focus on custom-built projects in support of your District's Coordinated School Health model. This program allows participants to develop real-life skills in the actual marketplace through an active engagement learning process.

#### **HOW IT WORKS**

For culinary students:

- » Create recipes with USDA and school pricing guidelines
- » Graded on meeting set guidelines, recipe structure, creativity, taste and customer acceptability

For marketing students:

- » Build campaigns around those recipes
- » Graded on the execution of marketing plans designed around the four Ps of marketing: product, promotion, placement and people

Successful products and campaigns are reviewed for potential applicability in larger regional and national markets.

#### STEM EDUCATION SUPPORT

Since 70% of today's jobs, including many Sodexo jobs, require STEM (science, technology, engineering and math) skills, teaching those skills is a priority for strategic engagement.

Sodexo values the opportunity to help your students acquire skills they need in today's workplace. Along with the 114<sup>th</sup> Partnership, we activate STEM interest and goal setting with a focus on students who are underrepresented in STEM fields.

#### **How We Support Your Students**

- Develop case studies and supporting classroom materials based on real workplace challenges, as well as national and state education standards
- Case studies increase student interest in STEM careers and commitment to coursework (especially among students not currently engaged in STEM)
- All materials are available at no cost.

#### **Student Case Study Example**

Challenge - Create appealing menus for elementary students that adhere to strict calorie, nutrition and cost requirements

**Skills** - Participants used Algebra 1 and 2

**Results** - Exposure to an array of STEM skills needed for careers in nutrition, health and education

#### SCHOOL STARS

As a fun and engaging nutrition education program, School Stars teaches your students the basics through activities, games, quizzes and more. Starring Lift-Off!, Sodexo's student well-being champion, the program initiates the journey to a healthy lifestyle with foundational habits.

#### The program includes:

- Complete lesson plans provided to teachers
- Award certificates to recognize student achievement
- Group and individual activity sheets
- End-of-unit quiz

#### **Lesson topics include:**

- Food groups recognized by the USDA and activities related to geography, math, art and science
- Correct portion sizes to create a balanced plate
- Health benefits associated with different foods











#### FINE DINING PROGRAM

Designed to expose students to a formal lunch setting while encouraging good conduct and teaching dining etiquette, our fine dining program consists of two modules, each lasting approximately one hour.

#### **Module One**

- Dining etiquette education
- Practice skills during a mock meal

#### **Module Two**

 Participate in a formal meal with selected guests Typically, students who participate in this program are selected based on academic achievement or other noteworthy criteria. Fine dining meals can be hosted in special locations, such as a separate section of the cafeteria, library or faculty dining area. This change of venue, coupled with invitations and special menus, contribute to the students' overall feeling of accomplishment.

Our fine dining program provides practical education that students can use throughout their lives.



Leveraging grant opportunities from government entities, foundations and other notfor-profits can help bring these new learning programs and service equipment to your District's child nutrition program. We understand that navigating available grants and application processes can be daunting, but we're here to help.

With our professional grant writing support and metric collections, we help Asheboro City Schools by supplementing the skills and experience needed to prepare high-quality grant applications for fields related to nutrition, health and wellness.

Over the years, our support has contributed to clients receiving millions of dollars in available grant monies, drastically improving outcomes for programs and students.

## ADMINISTRATION ENGAGEMENT: PUTTING YOU AT THE CENTER

Throughout our relationship with Asheboro City Schools, we will continue to use the following communication strategies to achieve and maintain a successful program.

# **Engage Early**

Before making any critical decisions for your foodservice program, our team conducts extensive research to troubleshoot potential obstacles, identify areas of improvement and capture missed opportunities. If we hit the ground running, we can achieve quicker results.

## **Engage Often**

Listening and responding to your District's needs is a continuous process. In addition to an annual survey, we deploy frequent smaller surveys, questionnaires and focus groups to gauge reactions to our programs and efforts. Collecting feedback at every opportunity means putting in the extra effort, like walking around the cafeteria and asking students how their meals tasted.

# **Engage Everyone**

From the newest teacher to a seasoned board member, everyone's opinion counts. To capture honest and comprehensive feedback, we use customizable survey tools for each person's age and role.



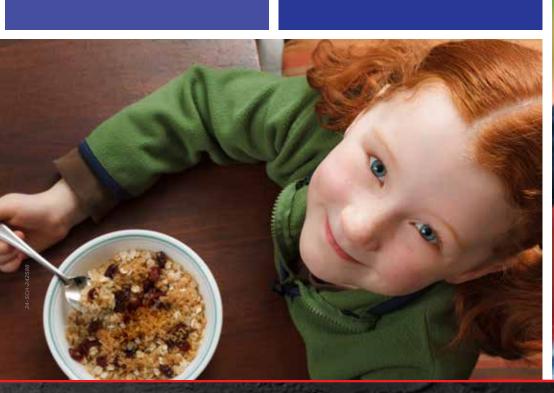


# **Analyze Efficiently**

After collecting information, our systems efficiently store and process data to make it easier to evaluate, report and act on. With connected databases, it is possible to conduct comparative performance analysis and deploy best practices.

#### Respond Quickly

Effective research efforts culminate in a solid action plan and implemented program changes. If results indicate we're on the right track, the team shares that information to extend success across the operation.





# Inclusive Engagement

## ELEVATING PERFORMANCE, BUILDING COMMUNITY AND ENHANCING QUALITY OF LIFE

**Open Communication + Outreach Strategies Based on Experience = A Thriving District** 

Asheboro City Schools will experience service that surpasses expectations with our approach to engagement. By connecting with your students, staff, families and administration, we better understand what your stakeholders want.

#### Together, we will:

- Increase community involvement and satisfaction through tastings, surveys and focus groups
- Improve stakeholder communication using technology, social media and integrated websites



### -SCH-242588

# Taking Pride in **Engaging Your Entire Community**

Asheboro City Schools will continue to enjoy an array of benefits that come with higher engagement levels. Our efforts include:



Employing people from the surrounding community, building a diverse workforce and providing competitive benefits



Offering student opportunities in foodservice positions to introduce them to future career options



**Purchasing fresh and local ingredients** 



Sponsoring and promoting altruistic endeavors to benefit your region and community



Hosting activities like culinary classes and cooking clubs



#### STUDENT FOCUS GROUPS OPTIMIZE SATISFACTION

Today's students aren't just looking for a school cafeteria experience – they expect retail-like dining solutions that can be customized to meet individual preferences. To surpass expectations, we gather and review their insights and package them to deliver the ultimate dining program.

Our foodservice program is created for your District by your students. Focusing on quality, flavor, connections and fun, we engage students every step of the way from program naming to creating menus.

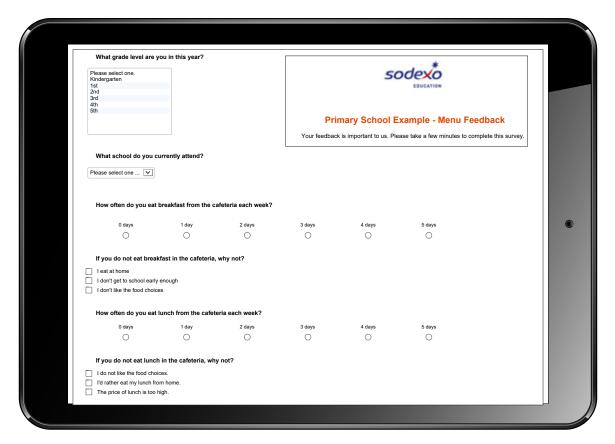
#### PROGRAMS THAT DELIVER RESULTS

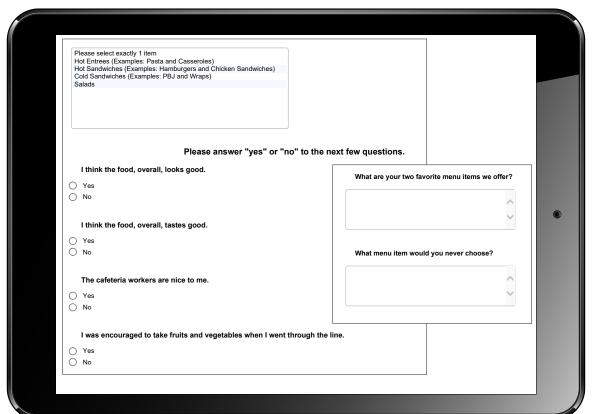
- STEM Education Support
- Student Promotion Influencers
- Student-driven Recipe Creation

#### STUDENT FEEDBACK EFFORTS AND OUTREACH

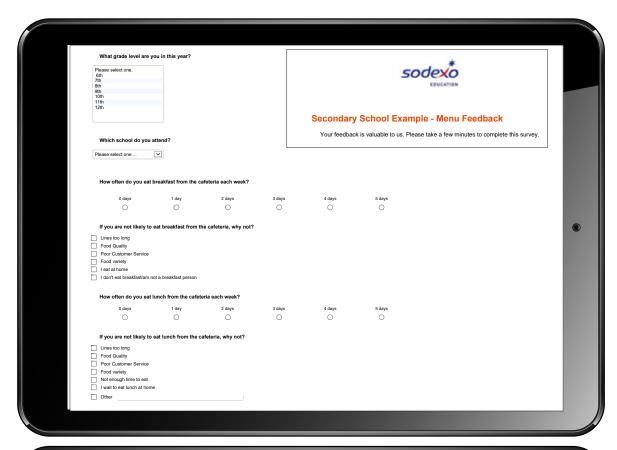
EFFORTS AND OUTREACH	RESULTS AROUND MENU SELECTION	RESULTS AROUND NUTRITION EDUCATION				
Captured Digital Photography Survey	Focus group data on menu acceptability	Menu adaptations and nutrition analysis				
Snap QR Code Surveys	Instant feedback on offer	Update SodexoMyWay, Nutrislice and MYDTXT with FAQ responses				
POS Short Table Surveys	Instant and brief feedback on daily menu selection leading to menu adjustments	Added nutrition topics based on feedback				
Social Media Monitoring	Trend analysis	Publish nutrition education topics and student well-being tips				
MYDTXT	Subscription key result indicators to gauge engagement	Push wellness content and healthy tip of the day				
Nutrislice With Survey Capacity	Instant feedback and request options	Menu adaptations with nutrient analysis				
SodexoMyWay	Online menus and instant feedback capacity	Nutrient data and connection to assistance with dietary restrictions				
Tasting Tuesdays Food Preference Survey	Face-to-face interaction on student-driven menu items	Menu adaptations with nutrient analysis				
Food Advisory Board Focus Group	Committee input driving change	Student-driven nutrition education topics				
Sustainability Committee Participation	Committee input driving change	Student-driven positive environmental impact goals added				
Community Engagement Events	Face-to-face interaction and student input	Community outreach, healthy cooking events and healthy lifestyle workshops				
Customer Service Interaction	Daily face-to-face interaction and group sharing	Word-of-mouth support about all we offer				

#### **EXAMPLES OF STUDENT SURVEYS**





#### **EXAMPLES OF STUDENT SURVEYS**



	Ŷ						
Rank your Favorite Food Station in the cafe	eteria, 1 bein	g your favorite a	nd 5 being y	your least.			
	1	2		3	4	5	
HONOR ROLL in Middle/GRILL in High (Ex: Hamburgers and Hot Dogs)	0	0		0	0	0	
FAST TAKES (Ex: Salads and Cold Sandwiches)	0	0		0	0	0	
FIESTA in Middle/SALSA in High (Ex: Tacos and Nachos)	0	0		0	0	0	
UPPER CRUST in Middle/PIZZA in High (Ex: Pizza)	0	0		0	0	0	
FAVORITES in Middle/TRADITIONAL in High (Ex: Salisbury Steak and Pasta Dishes)	0	0		0	0	0	
Food looked tasty	Excellent	Good	Fair	Poor	Unacceptable	N/A	
Hot or cold items were at correct temperature	0	0	0	0	0	0	
Taste of the food	0	0	0	0	0	0	
Variety of Choices Variety of Fruits and Vegetables	0	0	0	0	0	0	
What food items would you like to see adde	ed to the bre	akfast and/or lui	nch menu?				
	Ŷ						
What is your least favorite item that we offer	er?						

# 24-SCH-242588

#### STAFF ENGAGEMENT: GIVING EMPLOYEES A VOICE

Voice is an engagement solution that allows us to check the pulse of your team's motivation more regularly. It enables managers to have open and continuous dialogue with their teams by launching their own surveys and taking positive actions to improve their quality of life at work.

#### STAFF FEEDBACK EFFORTS AND OUTREACH

EFFORTS AND OUTREACH	RESULTS AROUND MENU SELECTION	RESULTS AROUND NUTRITION EDUCATION
MYDTXT	Subscription key result indicators to gauge engagement	Push well-being content and healthy tip of the day
Email Outreach	Solicit feedback via phone, SodexoMyWay, Nutrislice, mail and face-to-face	Newsletters and menus with nutrition awareness material
Nutrislice	Instant feedback and request options	Menu adaptations with nutrient analysis
РТА	Committee input driving change	Educator-supported positive environmental impact goals added
Snap QR Code Surveys	Instant feedback on offer	Update SodexoMyWay, Nutrislice and MYDTXT with FAQ responses
Educator Participation	Face-to-face feedback driving offer development	Include nutrient analysis on all menu items
School Newsletter and Quarterly Business Reviews	Update on progress made while providing feedback opportunities	Update on progress and hold us accountable on our delivery
Annual Participation Alignment Meetings	Solicit face-to-face feedback on goals and objectives, both short and long-term	Update on progress and hold us accountable on our delivery
Principal Expectation Meetings	Solicit face-to-face feedback on goals and objectives, both short- and long-term	Provide quarterly updates and sign accountability contract
Teacher Food Preference Surveys	Solicit feedback on menu acceptability and new menu creation	Provide health and wellness information and share well-being tips
Principal Surveys	Solicit feedback on menu offerings	Provide health and wellness information and share well-being tips
SodexoMyWay	Online menus and instant feedback capacity	Nutrient data and connection to assistance with dietary restrictions





"One of the things we are most impressed with by Sodexo is the healthy and appealing food choices they have brought to our schools. Sodexo initiatives that have been very successful in the Woodhaven-Brownstown School District include the A-Z Salad Bars at our elementary schools and the revised menus in our secondary buildings that provide students with more variety and greater options. Sodexo has also introduced the very popular demonstration cooking seminars and has made their dietitians available for presentations to our family/consumer science classes."

Mark Greathead Superintendent Woodhaven-Brownstown School District

Photo courtesy of Asheboro City Schools

#### FAMILY ENGAGEMENT: EXPANDING OUR OUTREACH

Engagement doesn't stop outside of your school. Families should be able to stay involved in program development and important decisions. Efforts to foster participation include the following:

- School newsletter
- Foodservice advisory committee
- SodexoMyWay.com
- Meal value plan (MVP) for free and reduced-price meals
  - » Maximizes the number of free and reduced-price meal applications
  - » Lowers the burden on families
  - » Public service messages (in Spanish and English) designed for local cable TV and radio
  - » Messages provide application information while negating stigma

#### OTHER MODES OF MVP COMMUNICATION:

- Brochures, direct mailing, reminders on school menus, posters, local newspapers, parent outreach programs and back-to-school events
- Applications can be added to your District's website

#### FAMILY FEEDBACK EFFORTS AND OUTREACH

EFFORTS AND OUTREACH	RESULTS AROUND MENU SELECTION	RESULTS AROUND NUTRITION EDUCATION
Email Outreach	Solicit feedback via phone, SodexoMyWay, Nutrislice, mail and face to face	Newsletters and menus with nutrition awareness material
SodexoMyWay	Online menus and instant feedback capacity	Nutrient data and connection to assistance with dietary restrictions
Direct Mailing and School Newsletter	Solicit feedback via phone, SodexoMyWay, Nutrislice, mail and face to face	Newsletters and menus with nutrition awareness material
Nutrislice Parent/Child App Integration	Instant feedback and request options	Menu awareness, nutrient analysis and meal planning information
Wellness Committee Focus Group	Committee input driving change	Parent-supported positive wellness goals added
PTA Involvement	Committee input driving change	Parent-supported positive wellness goals added
Social Media Monitoring	Trend analysis	Publish nutrition education topics and student well-being healthy lifestyle tips
Snap QR Code Surveys	Instant feedback on offer	Update SodexoMyWay, Nutrislice and MYDTXT with FAQ responses
Welcome Back Events	Face-to-face interaction and solicitation of input	Advertise community outreach, healthy cooking events and healthy lifestyle workshops
Student Well-being Fair	Face-to-face interaction and solicitation of input	Advertise healthy cooking events and lifestyle workshops
MYDTXT	Subscription key result indicators to gauge engagement	Push well-being content and healthy tip of the day

### COMMUNITY ENGAGEMENT: HARNESSING INCLUSIVITY

Establishing strong partnerships and continuous engagement contribute to developing a healthy local community.

We offer the following initiatives:

- Community Fairs Offering food and fun for friends and families
- Stop Hunger Providing hunger relief to families and students
- Community Connections –
   Supporting your post-graduate community with varying disabilities.
  - » Assists with career readiness, functional life skills, social integration and personal wellness
  - » Includes access to disability resources for the hiring process, paid employment opportunities and on-the-job training with feedback

For more information on Community Fairs and our Stop Hunger program, please visit section 02 Attachments, Attachment E Twenty-one (21) Day Cycle Menu for SBP and NSLP.







## 1-SCH-242588

# **Building Lasting Partnerships**

Identifying Expectations +
Setting Measurable Goals +
Continuous Communication =
Success in a Long-term Partnership

During our partnership, we pledge to be a valued member of your school community and actively engage in ongoing growth conversations. The following partnership support tools ensure that our service delivery meets your expectations:

#### Annual Expectations Meeting

- » Discuss previous expectations and program refinement based on measurement criteria
- » Outline new expectations and solutions to implement throughout the year

#### ■ Transition Lite™ Meetings

- » Held between the Sodexo operations team and key administrators at Asheboro City Schools
- » Occur whenever there is a significant change in either organization
- » Ensure that both parties understand what the expectations have been to date
- » Communicate where we stand on meeting those expectations
- » Evaluate whether expectations have changed or should change

#### Client Satisfaction Surveys

- » Regularly survey clients as part of our commitment to identifying and exceeding expectations
- » Senior leadership reviews the information prior to communicating and implementing action plans
- » Plans align with business objectives in Asheboro City Schools

#### Benchmarking

- » Annually discuss the top priorities of your stakeholders
- » Agree upon benchmark variables to monitor
- » Ensure your goals are our goals





Through continuous innovation, ongoing improvements and an unwavering commitment to delivering results, we will propel your program to an even greater level of success.

Photo courtesy of Asheboro City Schools



DETAILED PLAN FOR CREDITING/ REPORTING THE VALUE AND USE OF USDA FOODS A commodity tracking form for Asheboro City Schools is attached on the USB included with this RFP.

# Advanced Systems and Technology for Informed Financial Decisions

Innovative technology and accurate accounting systems provide a quicker and easier way for you to evaluate the performance of your child nutrition program. You spend less time monitoring the success of the program and more time on your primary mission – educating students.



My name is Amar Pandya, and as our organization's finance director, I work with District administration to ensure that the foodservice program is managed and operated in an efficient, transparent and fiscally responsible manner. Our goal is to make certain that Asheboro City Schools benefits from the technology, expertise and one-on-one support we provide to achieve your targeted objectives.

#### **OUR COMMITMENT TO ASHEBORO CITY SCHOOLS**

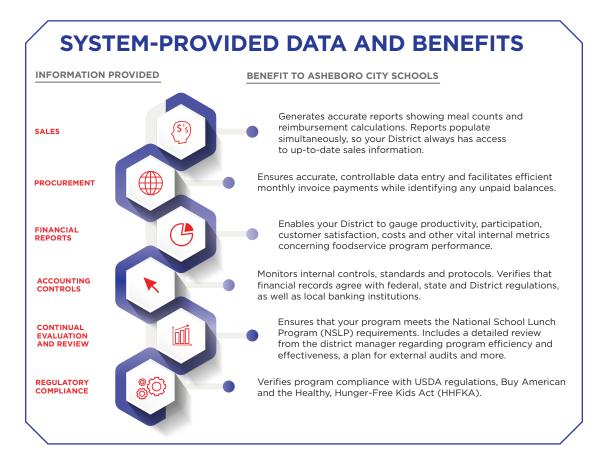
- Complying with federal, state and District regulations and requirements through customized, user-friendly transparent systems
- Maintaining accurate and efficient meal and cash accountability through reconciliation of your District's meal count system
- Controlling costs, tracking revenue, measuring profitability and evaluating performance through user-friendly accounting forms and reports with uniform measures of comparison

Putting the power of information to work for Asheboro City Schools is one of our top priorities.

#### CUSTOMIZED SYSTEMS GUARANTEE COMPLIANCE AT EVERY LEVEL

A range of accounting and reporting systems can be tailored to meet your District's needs. For maximum data protection, our system configuration ensures that each user is able to access only information that is relevant to them.

The following is an overview of system-provided data and benefits:



"Sodexo School Services have been an exemplary foodservice partner with our district for several years. They expect our input and place an extremely high value on our voice. As with any school district, the budget is an important piece of our food service program. Anytime I have questions about the budget, our financial standings, costs, etc. related to the program, I simply just have to make a call or send an email and it truly feels like the whole team comes running to help. Some people are email, and phone call kind of people, and some (like me) like face-to-face meetings and discussions. The Sodexo team is always quick to respond to our requests and thrive on the collaboration of all stakeholders to solve the issues at hand. They always put the customer first and most importantly do an outstanding job feeding our students and staff."

Marc Faulkner, Ed.D. Superintendent of Schools China Spring ISD

#### MEAL COUNT SYSTEM DETAILS

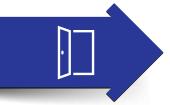
Accurate and efficient meal and cash accountability processes are vital to Asheboro City Schools' success. Through reconciling your meal count system, we achieve desired results.

The following is a closer look at what Asheboro City Schools experiences from our efforts:



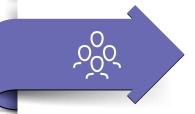
#### **Accuracy**

- Point-of-sales systems categorize meal counts while protecting students' identities.
- Data on the number of daily meals served and cash collected is compiled and reported for your reimbursement claim.
- Verifying that reimbursable meals meet nutrition standards established for specific levels.
- Monitoring guarantees that the School Food Authority (SFA) carries out the necessary internal controls to ensure an accurate claim for reimbursement.



#### **Transparency**

- Open communication methods and a commitment to total transparency cultivate Districtwide confidence in our ability to manage service.
- Training ensures that the entire team is completely aware of their responsibilities concerning the meal count system.



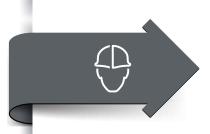
#### Support

 Guidance ensures that all employees receive proper instruction to operate the meal count system.



#### Verification

- Eligibility documentation verifies that the list of students eligible for free and reduced-price meals is accurate.
- Point-of-service meal counts verify an accurate accounting of all reimbursable meals served to eligible students at the point of service.



#### **Protection**

- Edits ensure the proper functioning of the system that aids in preparing comparisons and calculations for individual schools and SFAs to identify potential problems in the meal count system and facilitate count and reporting accuracy.
- Cash management reinforces the use of established cash collection and reconciliation systems and procedures to safeguard cash and the medium of exchange.



#### **FINANCIAL REPORTING 101**

- Completed monthly
- Preliminary reviews start on the fifth day of the month and are completed by the 10th day of the month
- Executive Summary, financial reports and the invoice for the District arrive on or near the 12th day of the month
- Detailed financial reports are completed no later than the 15th day of the month



Asheboro City Schools enjoys the best overall financial health thanks to an environment in which every individual understands the data and information provided so they can take necessary actions for success.



#### POINT-OF-SALE SYSTEMS AND EQUIPMENT RECOMMENDATIONS

As you've experienced, our technology teams will continue to integrate and utilize a range of systems and expertise to increase speed of service and streamline operations across your child nutrition program. We have experience with many different POS systems and will ensure full functionality, accuracy and accountability. Asheboro City Schools can expect upgrades to the present POS system as agreed upon.

#### POS DATA INTEGRATION

Essential to realizing new levels of cost savings and productivity gains for Asheboro City Schools, our POS export tool significantly improves the way data is collected. It captures data from the industry's most popular third-party POS systems and exports information in a standard format to upload into Sodexo's internet-based Unit Financial System (UFS), a  $SAP^{TM}$  accounting system.

#### REPORTING DEFINED

**Monthly Invoice** – Contains the terms and cost of operations per the contract agreement.

- Based on the actual meals served during the preceding month
- Charges are based on each meal type and per-meal rates, which are reflected in the final contract
- Includes a credit amount for USDA commodities received for that corresponding month in a separate line item

**Opportunity Assessment** – A report that aids the on-site team in focusing their efforts on increasing participation and identifying existing opportunities.



DETAILED MARKETING PLAN



#### **Attachment H**

#### **Detailed Marketing Plan**

#### Describe your marketing plan in detail:

- 1. List and describe any innovations proposed for the SFA's School Nutrition Program(s).
- Describe FSMC' plans regarding involvement and engagement of Students, Parents, and Staff.
- 3. Describe FSMC's merchandising/promotions program.
- 4. Discuss FSMC's plans for maximizing participation among students who qualify to receive Free and Reduced-Price meals.
- 5. State the projected increase in student participation per year that you are willing and agreeable to use as criteria for evaluating your performance under this agreement.
- 6. Describe any service programs offered by the FSMC that will complement and enhance the School Nutrition Program.
- 7. Describe the formal structure you propose to establish to routinely and continuously gather input from School Nutrition employees to ensure the most effective and efficient operation possible.
- 8. Describe FSMC's programs for personnel advancement, both FSMC employees and SFA employees, management and hourly employees.

Please see the following pages for information on our detailed marketing plan in response to RFP items 1 through 7 above. For information on our programs for personnel advancement, in response to item 8, please see subsection Attachment I: Detailed Professional Development and Training Plan.





#### **YOUR GOAL**

Provide the very best education to your students



#### **OUR GOAL**

Support Asheboro City Schools' mission by improving quality of life through an outstanding child nutrition program



#### **HOW WE REACH THEM**

Transform dining spaces and service into interactive, educational atmospheres through customized promotions and marketing



#### **THE RESULTS**

Fully engaged, happy and healthy students backed by a supportive community

#### RETAIL-LIKE PROGRAMS FUEL PARTICIPATION

Asheboro City Schools' students benefit from increased engagement, wellness and learning with the right dining programs. Tailored to elementary, middle and high school students, our retail-like experiences use the following techniques to foster success:

- Position healthier options so they are more visible in the cafeteria and service lines
- Create engaging displays
- Use catchy names to add appeal and reduce waste
- Increase the variety of healthy dishes



# Reimagining our **Elementary Program**

The goal of K-5 Reimagined is to transform our current program to meet the emerging expectations of elementary school dining, infuse the offer with technological innovations that enhance the student experience and expand the footprint beyond the traditional lunch block.

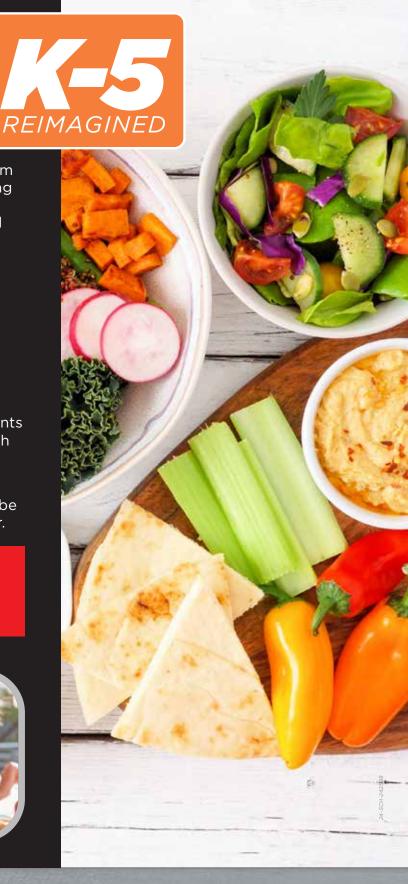
Program enhancements will focus on:

- 1. A retail-style service experience that is similar to what students are experiencing outside of the school environment
- 2. Increased speed of service and convenience platforms to give students more time to eat and spend time with friends during lunch

Development of the new elementary program is currently in progress and will be ready for the start of the new school year.

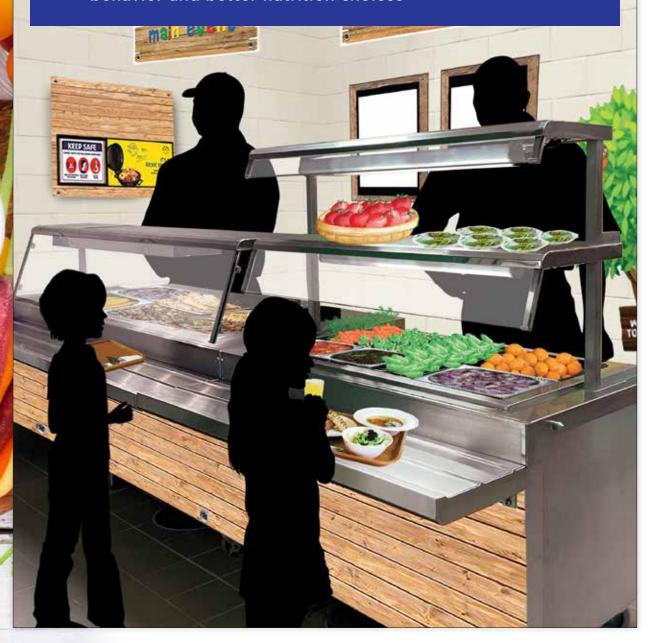
Asheboro City Schools will be one of the pilot accounts for this new elementary brand.





#### **Key Elements for Success**

- » Limited-time offers generate excitement
- » Colorful communication and specifically developed menu items promote engagement
- » Employees connecting with students influence positive behavior and better nutrition choices



# Foodit Café

#### TRANSFORMING MIDDLE SCHOOL DINING

#### **GOAL**

Create an on-trend, sustainable space where middle school students can enjoy, engage and explore all the ingredients needed to live their best lives

#### **PROCESS**

We learned that today's middle schoolers are the most ethnically diverse generation in U.S. history and more knowledgeable about food and nutrition than previous generations. They are also technologically savvy and in tune with local and global social causes.

#### **RESULTS**

Using healthy, culturally inspired ingredients with advanced cooking techniques, we created the foodiE Café to deliver an experience encompassing a culture of more.

**KEY ELEMENTS FOR SUCCESS** 

» Engage technology for ultimate convenience and excitement

engagement and learning

**Explore opportunities for community** 

Enjoy fresh flavors from around the world

# A CULTURE OF MORE

The middle school cohort is built on a culture of

#### MORE.

Cultural shifts and expansions allow them to experience

#### MORE.

Technology enables them to know

#### MORE.

And, retail brands set precedents, so they expect

MORE.



Use of stanchions to identify stations and improve flow

#### Sample Menu





- Beef Burito Bowl Pinto Bean & Vegetable Burito Bowl Tinga Chicken Burito Bowl Turkey Carnitas Burito Bowl
- Terlyaki Chicken Noodle Bowl Sweet & Sour Chickin Noodle Bowl Korean BBQ Chicken Noodle Bowl Ginger Garlic Turkey Noodle Bowl
- Popcom Chicken Bowl
  Crispy Chick'n Bowl
  Herb Roasted Chicken Bowl
  BBQ Chicken Bowl
- TH Meatball Marinara Bowl Tuscan Vegetable Bowl Broccoli Alfredo Bowl Herb Roasted Chicken Bowl
- F Lemon Pepper Chicken Bowl Greek Falafel Bowl Greek Meatball Rice Bowl Greek Turkey Rice Bowl

Stewed Black Beans Chili Roasted Sweet Potatoes Mexican Zucchini Broccoli Lime Salad Com Elotes

Spicy Asian Vegetable Blend Steamed Broccoli Soy Roasted Potatoes Ginger Carrot Salad Steamed Edamame

Mashed Potatoes Low Country Green Beans BBQ Baked Beans Chilled Broccoli Citrus Glazed Carrots

Broccoli & Red Peppers Buttemut Squash Parmesan Green Beans Basil Corn Salad Italian Seasoned Chickpeas

Roasted Chickpeas Summer Squash Oven Roasted Broccoli Chilled Peas Moroccan Carrots



- Crispy Chicken Sandwich
  Cheeseburger
  Grilled Cheese Sandwich
  All entrées served with Baked French Fries & Burger Toppings
- T Cheese Pizza Pepperoni Pizza Hawaiian Pizza All entrées served with Caesar Salaar
- Bean & Cheese Nachos
  Beef & Cheese Nachos
  Turkey Camitas Nachos
  All entrées served with Stewed Black Beans
- TH Chicken Nugget Basket
  Fish 'n' Chips Basket
  Herb Roasted Drumstick Basket
  All entrées served with Seasoned Spiral Fries & Roasted Broccoil
- Local Favorites Menu Day
  Visit the cafeteria to check it out!



MOOTHIE BOWLS

Very Berry • Sunshine • Tropical • Banana Berry

T NOODLE BOWLS
The Garden • Tokyo Teriyaki • Spicy Buffalo Chicken •
The Grecian

WRAPS & FLATBREADS
Turkey Cheddar Ranch • The Mediterranean • Classic
Harn & Cheese • Spicy Buffalo

TH SUPER SALADS
Garden • Chef • Chicken Caesar • Spicy Buffalo
Chicken

SMOOTHIE BOWLS

Very Berry • Sunshine • Tropical • Banana Berry



- Garden Salad
  Broccoll Lime Salad
  Com Elotes
  Variety of Fresh Fruit
  Variety of Canned Fruit
- Super Salad
  Chilled Broccoli
  Citrus Gkazed Carrots
  Voriety of Fresh Fruit
  Variety of Canned Fruit
- F Spinach Salad Chilled Peas Moroccan Carrots Variety of Fresh Fruit Variety of Canned Fruit
- Caesar Salad Ginger Carrot Salad Steamed Edamanne Variety of Fresh Fruit Variety of Canned Fruit
- TH Caesar Salad Basil Corn Salad Italian Seasoned Chickpeas Variety of Fresh Fruit



#### SAUGE IT UP

Add a kick to any dish with our featured sauces.

Music City Sauce Signature Nashville Hot Sauce with just the right kick of heat

Spicy Cool Sauce Spicy stracha meets cool creamy mayonnase MK Special Sauce The perfect blend of mayonnaise and kelchup

Spicy K Sauce Classic Alefonup — with a kinki

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER:





## Jaste4

### TRENDY DINING FOR HIGH SCHOOLERS

#### Goal

Create a unique high school dining concept that competes with the most popular street brands on the market

#### **Process**

We asked hundreds of students from more than 25 high schools across the country, "What makes a great lunch experience?"

#### **Results**

We learned that variety, great food and fast service are key. Thanks to these findings we created Taste4 – a concept that showcases variety, convenience, authentic flavors and global cuisines with menus that set this brand on top. Our chefs created USDA-compliant menus, including everything from comfort foods to unique, delicious combinations.

#### **KEY ELEMENTS FOR SUCCESS**

- » Four core stations deliver different selections every day for five months
- » The hearty garden bar is positioned in the center to inspire healthy choices
- » Strict brand guidelines ensure that every Taste4 experience is exceptional
- » Customer service training tools, quality assurance processes, and visual culinary guides and recipes all contribute to a customer-centric brand performance
- » The retail-style marketing approach that drives engagement, including a Taste4 video, customizable brand brochure, dynamic digital screens and "Coming Soon" posters with QR codes linking to the video
- » Incorporate dining spaces with areas for students to gather, whether it's the entire dining area or a special seniors' destination featuring trendy signage and décor





created with love



# Innovating the Future of High School Dining **Evolution of Taste4**



Introduced within the Schools portfolio in 2017, Taste4 has become the beloved standard for our high school brand. But as

with any brand, continuing to innovate and refresh is essential to remain relevant with an ever-evolving

consumer base. More to come as development is slated to begin in 2025.



#### Created with Love Culinary Concepts

Created with Love Culinary Concepts are a component of Sodexo's retail strategy to elevate our food, marketing and merchandising to meet

the expectations of today's guests. These pop-up style offers enable districts to offer guests engaging, on-trend, retail-style limited-time options that rotate according to guests' preferences. Core concepts may include Slices, a traditional fresh-baked pizza concept; Craft It, a self-serve or made-to-order deli; and other Grill, Tex-Mex and Asian-style concepts,

with additional customized concepts in the future.

SLICES I CRAFT # GRHHED

# Enhanced Retail and a la Carte

The goal of enhancing the Retail/a la Carte strategy is to expand beyond the traditional notion of cookies and chips. Instead, we aim to create convenience and a destination where students can find the items they love and crave throughout the school day.

## SPEAKING THEIR LANGUAGE

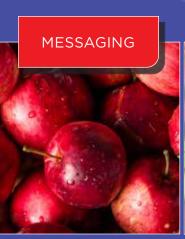
# Visual Marketing for Today's Students

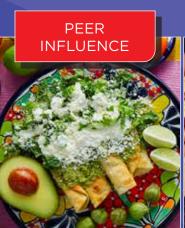
Gone are the days of monotone cafeterias with long lines and bland food. Your students expect and deserve an inviting, retail-like experience with healthy and delicious offerings. To

> meet these expectations and inform our marketing plan, we use on-site and online focus groups, one-on-one intercepts and advisory forums, compiling insights on:



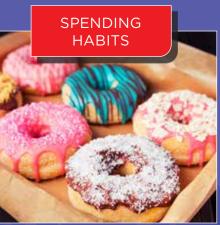






Extensive research featured in the Trends Space Report gives us a 360-degree view of your students by capturing information on their interactions with our brands. This knowledge allows us to create and properly promote programs that resonate with your students.





#### **Strategy Highlights**

- » Delivers market research and industry trend analysis
- » Incorporates studies of new locations and existing services
- » Guides the implementation of learning-focused programs and promotions
- » Provides strategic analysis and reporting relating to year-over-year growth and satisfaction
- » Directs the creation, distribution and analysis of online surveys to gain insights and drive key decisions

## 4-SCH-242588

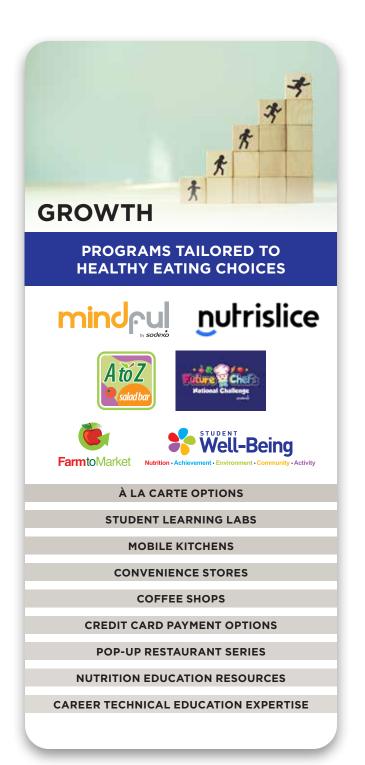
# Asheboro City Schools'

# **Marketing Plan**





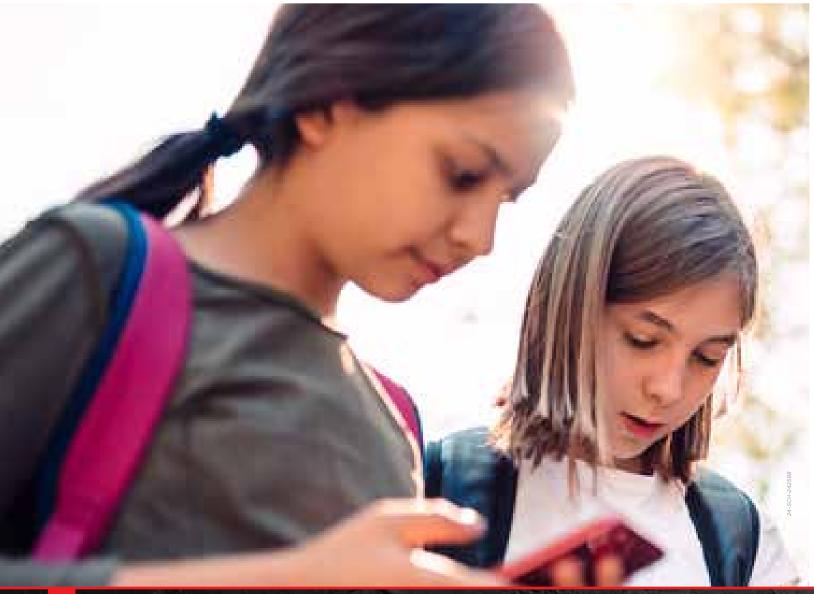
Specifically designed to increase participation and improve financial performance, your marketing plan requires careful preparation coupled with inviting visuals. Each year, your District's on-site management team, along with our local marketing coordinator and national marketing program director, work together to implement new ideas. Below is a sample plan:











Engaging students through websites, mobile apps, digital ads and email is no longer merely an extension of our outreach efforts. Creating an immersive digital experience is a central part of every marketing plan we develop.



#### PROMOTIONS CALENDAR

Grade-specific, limitedtime offers and monthly promotions influence learning, community connections and program participation at Asheboro City Schools.

#### 2024-2025 Promotions & LTOs

#### Year at a Glance

	AUG 24'	SEPT 24'	OCT 24'	NOV 24'	DEC 24'	JAN 25'	FEB 25'
BIG CITY BITES SENSATIONAL SANDWICHES MONTHLY FEATURED CITY		<b>Paulo</b> cazil	<b>Miami</b> Florida	<b>Nashville</b> Tennessee	<b>Philadelphia</b> <i>Pennsylvania</i>	<b>Tokyo</b> Japan	New Orleans Louisiana
FEATURED RECIPES MONTHLY FEATURED RECIPE AVAILABLE ON WEDNESDAY - MIN 2X PER MONTH	Chimi Chi	zilian ichurri cken dwich	Cuban Mojo Chicken Sandwich	Nashville Hot Chicken Sandwich	Philly Chicken Cheesesteak	Chicken Katsu Sandwich	Po'Boy Sandwich
WELLNESS EDUCATION MONTHLY FOCUS TOPICS	Fuel the Mind & Body (Back to School)	Better Breakfast Month	Farm to School Month	National Gratitude Month	Season of Giving	Energy In & Energy Out (New Year)	Share the Love (National Heart Month)
ONE DAY/WEEK CELEBRATIONS			National School Lunch Week Oct. 14-18	Thanksgiving Holiday Themed Meal	December Holiday Themed Meal		
EVENTS & PROGRAMS			HIGH SCHOOL CHALLENGE				F
OPTIONAL							
SPECIAL FOOD DAYS	National Trail Mlx Day 8/31	National Pepperoni Pizza Day 9/20	National Taco Day 10/4	National Nachos Day 11/6	National Cookie Day 12/4	National Hot ChocolateDay 1/31	National Pizza Day 2/9
HOLIDAYS & CELEBRATIONS		Labor Day 9/2	Halloween 10/31	Thanksgiving 11/28	Christmas 12/25	Martin Luther King Day 1/20	Valentine's Day 2/14
HERITAGE MONTH OBSERVANCES		HISPANIC  LATINO HERITAGE moderate in decidance	HISPANIC LATINO HERITAGE moderate in statistics and	NATIVE AMERICAN ALASKAN NATIVE HERITAGE more et s matter werden with an analysis and			BLACK HISTORY MONTH MONT



CARIBBEAN AMERICAN

APR 25' MAR 25' MAY 25' JUN 25' Tel Aviv Israel Atlanta Charleston Crispy Chicken Pulled Greek Chicken Carolina Pimento BBQ Sandwich Shawarma Cheese Sandwich Fuel Up to Play (National Physica Fitness & Sport Month) Take the Earth Month Challenge (Earth Month) Bee the National Nutrition Change Month National School Lunch Hero Day May 2 School Breakfast Week Mar. 3-7 National Sunbutter & National National Spinach Day 3/26 National Donut Day Hamburger Day 5/28 Jelly Day 4/2 6/6 St. Patrick's Day 3/17 Earth Day 4/22 Cinco De Mayo 5/5

> ASIAN PACIFIC

AMERICAN



Photo courtesy of Asheboro City Schools

#### SAMPLE ELEMENTARY SCHOOL PROMOTIONS CALENDAR



Elementary students are just beginning their food journeys. With our Nourish, Educate and Entertain themes, our K-5 promotions help students learn about food and the role ingredients play in health and joy.

Nourish - A variety of nutritious foods help fuel development.
Our "Nourish" limited-time offers introduce our youngest students to new foods while featuring stories about where ingredients and dishes come from.

Educate - A lifelong love of healthy eating begins early. Our "Educate" promotion features food facts and information that encourage students to make healthy choices.

Entertain Lunchtime is
break time
for students.
We "Entertain"
students in our
promotions
with a variety of fun,
interactive games and
prize giveaways.

# WHOLE GRAINS ROCK! At least half of the grains you est as part of a balancad plate should be whole grains. There are dozens of types, but the most common are costs, brown rice and bulgar.

Whole Grains Rock
Whole grains are essential
to a balanced plate.



**Farm to School** Let's learn where our food comes from.



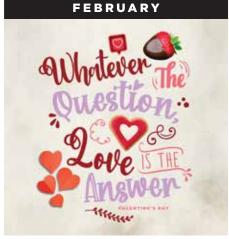
National Gratitude Month Expressing gratitude improves physical and mental health.



**Pears**Powerhouse fruits boost energy and our immune systems.



**Superfoods**These foods give us superpowers to stay healthy.



Valentine's Day
Foods you're sure to love!



**Future Chefs**Get competitive with our national cooking challenge.



**Earth Month**Reduce. Reuse. Recycle.



**Tomatoes**Learn the fun of finding and eating what's in season.

#### 24-SCH-2425

#### SAMPLE MIDDLE SCHOOL PROMOTIONS CALENDAR



Eager to learn more about themselves and the world around them, our motto for middle school students is Enjoy, Engage and Explore.

Enjoy - Curious middle schoolers learn more about the foods they like most by trying new and different flavors. We help them discover tastes they love with our "Enjoy" limited-time offers.

Engage - Lunch time is one of the best times to connect with friends. With our "Engage" promotions and activities, we offer students an opportunity to connect with each other in fun ways.

Explore - By the time students reach middle school, they understand that one person can really make a difference. Our "Explore" promotions invite students to get involved in activities both in school and beyond by featuring fun and satisfying community service projects.



**Fuel Up for Back to School** Good nutrition is the mission.



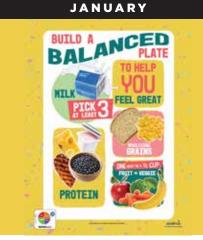
**Farm to School** Learn how to support our local communities.



**National Nachos Day** It's time to celebrate the foods we love.



**Season of Giving** Emphasize kindness and volunteering during the holiday season.



**Building a Balanced Plate**A balanced plate keeps you full and ready to learn.



**Show Your Heart Some Love** Caring for our heart is just as important as caring for the rest of the body.



**Be a Traveler** Experience breakfast from around the world.

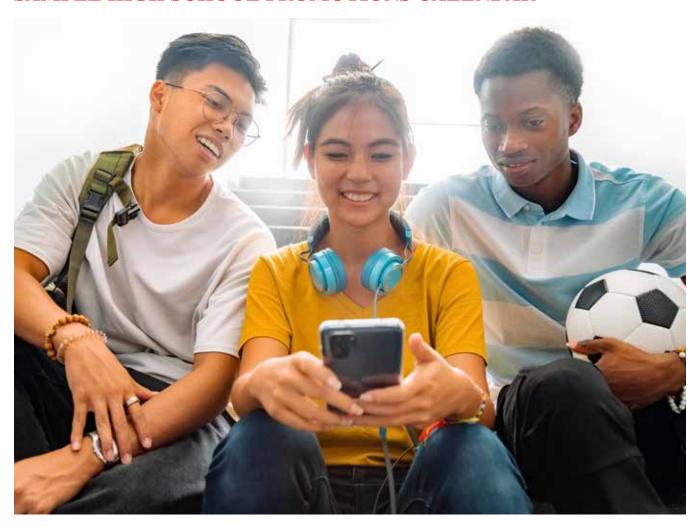


**Earth Month**Take the Earth Month challenge.



Food Allergy Awareness Month Knowledge is power when it comes to protecting yourself and others.

#### SAMPLE HIGH SCHOOL PROMOTIONS CALENDAR



While still learning and growing, high school students discover what food and topics they love the most. Our themes, Big-City Bites, Mindful and Passion to Improve Our World, help introduce students to new favorites.



**Big-City Bites** – You'll never quite get a true taste of a metropolitan location until you've eaten like a local. Big-City Bites is all about bringing authentic tastes from North America's best dishes to your District.



Mindful - As physical and mental wellness are important factors for every student, our Mindful promotion shows how small choices can lead to big gains.

#### Passion to Improve Our

World - Always looking for ways to do more for the planet and its people, high school students delve into topics like sustainable farming and diverting food waste from landfills. Our Passion to Improve Our World series features environmental stewardship activities and stories that make our earth a better place for the future.

**A Whole Lot of Nutrition**Whole grains support healthy brains and nutrition.



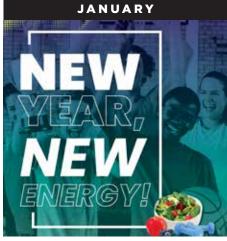
**Healthy High School Challenge** Our national contest promotes healthy eating.



**Big-City Bites**Travel the country through authentic tastes from North American cities.



**Season of Giving** Small acts of kindness make a big difference.



**New Year, New Energy** Start the new year with new habits.



Be more conscious of foods and activities that can support a healthy heart.



**National Nutrition Month** Learn the importance of nutrition in our daily lives.



**Plant Powered** Showcase the benefits of plant-based foods.



**Bee the Change**Educate and empower students to be change leaders.

## AGOLD MEDAL MENU







Sodexo was selected to provide food services to the Olympic Village during the Paris 2024 Olympic and Paralympic Games, and we can't wait to bring back the culinary experience to Asheboro City Schools.



Our very own Chef Michael Morris will be on site in Paris, creating amazing dishes. He will bring back menu options to feature on our students' menus throughout the school year as we celebrate Team USA.





BRING ANOTHER COUNTRY TO YOUR CAFETERIA

## SISTER SCHOOLS

SODEXO HAS K12 PARTNERSHIPS THROUGHOUT THE GLOBE.

WE ARE FEEDING STUDENTS IN ENGLAND,

FRANCE, BRAZIL, INDIA AND MORE.

WE ARE CROSSING OCEANS TO PARTNER WITH A

LIKE SCHOOL DISTRICT FROM ANOTHER PART OF

THE WORLD. WITH THIS PARTNERSHIP, YOUR SCHOOL WILL

GET TO TRY NEW FOODS, EXPERIENCE

NEW CULTURES AS WELL AS SHARE THEIR OWN.

#### **PROVEN PRACTICES:** EXAMPLES OF SUCCESSFUL PROMOTIONS IN OTHER DISTRICTS



#### STUDENT ENGAGEMENT



#### **CASE STUDY**

See how Francis Howell Middle School managed to boost student participation by listening to its students.

#### Francis Howell Middle School provides Students with a VOICE in menu development.

The Francis Howell Middle School Sodexo team meets with the Viking Voice students monthly along with Principal Dr. James to get their feedback during the Viking Voice meetings. The students requested some of their favorite options and gave feedback on the changes they would like to see in the menu. The Francis Howell team designates the Viking Voice menu items on the menu. Student participation increased 28%.

#### TULSA PUBLIC SCHOOLS – TULSA, OKLAHOMA

#### WEEKLY TOUCHPOINTS BUILD ENGAGEMENT



Through coordinating with the District's communication department, we promote events and engagements via social media, as well as other District communications channels. Examples include:

Weekly parent meal service updates via District email, our website and through MYDTXT Coordination on routine press releases regarding child nutrition, promotions and changes in meal service

Updating and advancing the child nutrition portion of the District's website, launching a virtual nutrition education

Hosting student focus groups to solicit insights and make meaningful menu changes

During the pandemic, the team used theme days to promote grab-and-go meal pickup. Students and foodservice staff dressed up weekly to build excitement and ease the stress we were all feeling.



#### TULSA PUBLIC SCHOOLS – TULSA, OKLAHOMA

#### COLLABORATION WITH EDUCATORS AND DISTRICT STAFF



Keeping educators and District staff in the know is important to us. Through collaboration, we all play a role in supporting wellness while providing great child nutrition offers. Some of the ways we connect and support District faculty and staff include:

Our monthly School
Leaders Memo and
Teacher's Connect,
which provide
service updates
and promotions to
school administration,
encouraging
participation and
creating excitement

Through our comprehensive District operations newsletter, we provide updates on critical organizational changes that may impact buildings, programs or the community

We annually update and distribute a Child Nutrition Principal Handbook to keep principals informed about the team supporting them, as well as general child nutrition programs available



Our Tulsa team is very proud of the interdepartmental partnerships they have worked hard to build. These collaborations have led to increased student participation through:

Coordinating with the athletic director to connect meals for sports groups Summer school meal service expansion

Working with transportation to provide additional meal sites for mobile grab-and-go locations



#### TULSA PUBLIC SCHOOLS – TULSA, OKLAHOMA

#### **EXPANDING ACCESS THROUGH COMMUNITY PARTNERSHIPS**

Some examples of these partnerships include:

- Hunger Free Oklahoma assists with increased outreach and coordination of fostering additional partnerships.
- Midwest Dairy provides grant funding opportunities for new equipment and support materials to launch programs, such as the 2nd Chance Breakfast program, increasing breakfast participation at all secondary sites.
- Various community partners provided resources for families during foodservice graband-go pickup, such as passing out books, soccer balls and supplies.
- We coordinate with various local nonprofits that support education to collaborate on local promotions, such as providing seed packets in grab-and-go bags for Earth Day and Let's Talk Tuesday, which are opportunities for families to connect with the District during meal pickup.
- We work together with local youth groups, such as YMCA, at-risk community centers and apartment complexes to provide additional meals to children at these community locations.
- Our team provides nutrition education activities in partnership with the local health department and the District's extension office.

Expansion of community partnerships at Tulsa Public Schools has increased outreach, broadening the community's understanding of the services we offer, and provided muchneeded support to the families of Tulsa.

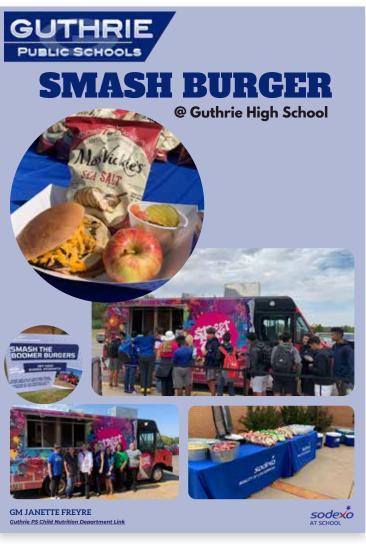


## Evidence of student participation increases in current operational programs

#### GUTHRIE PUBLIC SCHOOLS – GUTHRIE, OKLAHOMA

#### LIMITED-TIME OFFERS DRIVE STUDENT PARTICIPATION

Building excitement through limited-time offers drives participation and encourages exploration. Recently, Guthrie Public Schools took part in our Smash Burger promotion using our Street Eatz food truck. The excitement of this event increased participation by 20% at lunchtime.



#### **PROVEN PRACTICES:** EXAMPLES OF SUCCESSFUL PROMOTIONS IN OTHER DISTRICTS

#### CLAREMORE PUBLIC SCHOOLS - CLAREMORE, OKLAHOMA

#### WELLNESS COMMITTEE DRIVES MEANINGFUL CHANGE

In partnership with Claremore Public Schools' Wellness Committee, we update the Wellness Policy twice per year. This committee actively collaborates and supports the expansion of child nutrition outreach efforts, community partnerships and meal service options throughout the District.

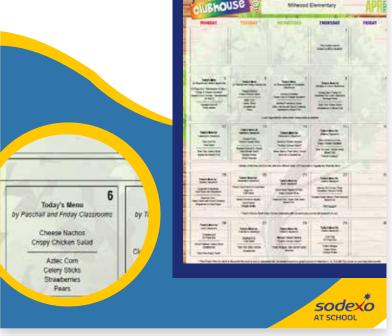


#### MILLWOOD PUBLIC SCHOOLS – OKLAHOMA CITY, OKLAHOMA

#### INCREASING STUDENT SATISFACTION WITH VOTE AND BE HEARD

Our Vote and Be Heard promotion takes student feedback to the next level. Students vote on meal options and instantly impact their program. The topvoted entree is featured on the following week's menu along with voting results. The team took this promotion a step further by working with teachers to promote nutrition education around food choices. At the end of the series of nutrition education lessons, students were given the opportunity to vote on a menu for the entire month, putting their knowledge of healthy eating to the test. The studentdriven menu boosted participation by over 20%.







#### DEL VALLE INDEPENDENT SCHOOL DISTRICT – DEL VALLE, TEXAS

#### CULINARY VIDEOS ENCOURAGE HEALTHY EATING HABITS

Chef Marysol at Del Valle
Independent School District helps
the community eat nutritious
meals when students are away
from school with her Healthy
Meals @ Home video series. Easyto-follow recipes and quick menu
ideas are available each month
on their Facebook page. This
video series has led to increased
community engagement by
promoting a sense of connection
with the child nutrition team.



#### MAKE CONNECTIONS WITH CATERING

Catered events help you maximize Asheboro City Schools' exposure and build important connections with faculty, parents, stakeholders and the larger community. With Flavours by Sodexo, we take care of every detail of your event, from planning to service to food. For your largest events, we augment your on-site team with skilled catering staff from other Sodexo education and corporate partners in the region.

### THE STEPS TO PUT ON A SUCCESSFUL EVENT INCLUDE:



Gather information to understand your vision and specific needs



Ensure every detail is expertly managed



Adhere to the budget



Develop creative menus with quality ingredients



Provide exemplary service and presentations that guests remember

From a board meeting to an after-school pizza party with families, we provide customizable options to fit your concept and budget for all occasions.













#### **Communication Plan**

Communication is an extremely important part of all we bring to Asheboro City Schools. As part of a comprehensive communications plan, we form an advisory committee to seek regular and ongoing input regarding the program. To maximize communication, we also request to be added to student council meetings. We submit these requests to Asheboro City Schools principals twice a year with a goal of attending these meetings four times a year with representation from members of our culinary team.

#### **Our Philosophy Regarding This Committee**

The advisory committee is an open forum for discussing all aspects of the foodservice program and how it relates to the overall mission of Asheboro City Schools. The committee brings together a diverse group of stakeholders from the school community to ensure that all voices are heard and positions considered.

Photos courtesy of Asheboro City Schools







#### **ADVISORY COUNCIL**

This council is kept to 12 members for efficiency and has a rotation of members to ensure that fresh perspectives are always heard. The details of the plan follow:

#### FOODSERVICE ADVISORY COUNCIL BENEFITS ASHEBORO CITY SCHOOLS IN SEVERAL WAYS:

- Provides a forum for parents, teachers, school board members and the client liaison to provide feedback about Sodexo's performance
- Allows Sodexo to customize the foodservice program to fit the specific needs of the Asheboro community

- Provides new ideas and fresh approaches to the marketing of new products while increasing participation and revenues
- Holds quarterly meetings beginning in the month of September

There is really only one way to guarantee the ongoing satisfaction of Asheboro City Schools - keep the lines of communication open. It means talking to our customers, parents, teachers and staff, and fostering a successful, productive dialogue among them all.

The result is a synergistic nutrition program that is much stronger and highly customized to the specific preferences of the entire Asheboro City Schools community.

#### 24-SCH-24258

#### PROCESS FOR SELECTION OF MEMBERS:

- 1. We work with Asheboro City Schools' administration to identify key members of the department, schools and community to assemble a list of likely candidates for the committee.
- 2. Committee members consist of the following:
  - » District administration
  - » Parents
  - » Students
  - » Local health officials
  - » Local child health officials
  - » Child nutrition management
  - » Principals
- **3.** The committee provides input and recommendations for the child nutrition department. Results and recommendations are shared regularly with District leadership.
- **4.** We work with the committee to provide an annual report that recaps issues discussed, actions taken and recommendations for further activities.

We view this committee as an opportunity to engage the Asheboro community and serve as a sounding board for program improvements and initiatives. It is an important part of your wellness policy, and we seek to make it valuable and relevant.

#### STUDENT ADVISORY COUNCIL (SAC)

SAC is a youth-led organization committed to providing a voice for the students of Asheboro City Schools by representing and presenting the interests of the students to the foodservice department.

Each school has multiple representatives, covering each grade. In addition to the representatives, there are principals, faculty members and parents who attend the meetings. SAC works at its best when the school is well-represented and when the representatives can learn what their fellow students care about. Students are encouraged to be a "voice" for their classmates and peers.

We have included examples of how we have partnered with other districts to form advisory committees and provide students and parents with a voice in menu development on pages 30-37 of this section.



#### STUDENT FOCUS GROUPS OPTIMIZE SATISFACTION

Today's students aren't just looking for a school cafeteria experience – they expect retail-like dining solutions that can be customized to meet individual preferences. To surpass expectations, we gather and review their insights and package them to deliver the ultimate dining program.

Our foodservice program is created for your District by your students. Focusing on quality, flavor, connections and fun, we engage students every step of the way from program naming to creating menus.

#### PROGRAMS THAT DELIVER RESULTS

- STEM Education Support
- Student Promotion Influencers
- Student-driven Recipe Creation

#### STUDENT FEEDBACK EFFORTS AND OUTREACH

EFFORTS AND OUTREACH	RESULTS AROUND MENU SELECTION	RESULTS AROUND NUTRITION EDUCATION
Captured Digital Photography Survey	Focus group data on menu acceptability	Menu adaptations and nutrition analysis
Snap QR Code Surveys	Instant feedback on offer	Update SodexoMyWay, Nutrislice and MYDTXT with FAQ responses
POS Short Table Surveys	Instant and brief feedback on daily menu selection leading to menu adjustments	Added nutrition topics based on feedback
Social Media Monitoring	Trend analysis	Publish nutrition education topics and student well-being tips
MYDTXT	Subscription key result indicators to gauge engagement	Push wellness content and healthy tip of the day
Nutrislice with Survey Capacity	Instant feedback and request options	Menu adaptations with nutrient analysis
SodexoMyWay	Online menus and instant feedback capacity	Nutrient data and connection to assistance with dietary restrictions
Tasting Tuesdays Food Preference Survey	Face-to-face interaction on student-driven menu items	Menu adaptations with nutrient analysis
Food Advisory Board Focus Group	Committee input driving change	Student-driven nutrition education topics
Sustainability Committee Participation	Committee input driving change	Student-driven positive environmental impact goals added
Community Engagement Events	Face-to-face interaction and student input	Community outreach, healthy cooking events and healthy lifestyle workshops
Customer Service Interaction	Daily face-to-face interaction and group sharing	Word-of-mouth support about all we offer

#### STAFF ENGAGEMENT: GIVING EMPLOYEES A VOICE

Voice is an engagement solution that allows us to check the pulse of your team's motivation more regularly. It enables managers to have open and continuous dialogue with their teams by launching their own surveys and taking positive actions to improve their quality of life at work.

#### STAFF FEEDBACK EFFORTS AND OUTREACH

EFFORTS AND OUTREACH	RESULTS AROUND MENU SELECTION	RESULTS AROUND NUTRITION EDUCATION
MYDTXT	Subscription key result indicators to gauge engagement	Push well-being content and healthy tip of the day
Email Outreach	Solicit feedback via phone, SodexoMyWay, Nutrislice, mail and face-to-face interaction	Newsletters and menus with nutrition awareness material
Nutrislice	Instant feedback and request options	Menu adaptations with nutrient analysis
РТА	Committee input driving change	Educator-supported positive environmental impact goals added
Snap QR Code Surveys	Instant feedback on offer	Update SodexoMyWay, Nutrislice and MYDTXT with FAQ responses
Educator Participation in surveys	Face-to-face feedback driving offer development	Include nutrient analysis on all menu items
School Newsletter and Quarterly Business Reviews	Update on progress made while providing feedback opportunities	Update on progress and hold us accountable on our delivery
Annual Participation Alignment Meetings	Solicit face-to-face feedback on goals and objectives, both short-and long-term	Update on progress and hold us accountable on our delivery
Principal Expectation Meetings	Solicit face-to-face feedback on goals and objectives, both short- and long-term	Provide quarterly updates and sign accountability contract
Teacher Food Preference Surveys	Solicit feedback on menu acceptability and new menu creation	Provide health and wellness information and share well-being tips
Principal Surveys	Solicit feedback on menu offerings	Provide health and wellness information and share well-being tips
SodexoMyWay	Online menus and instant feedback capacity	Nutrient data and connection to assistance with dietary restrictions







#### FAMILY ENGAGEMENT: EXPANDING OUR OUTREACH

Engagement doesn't stop outside of your school. Families should be able to stay involved in program development and important decisions. Efforts to foster participation include the following:

- School newsletter
- Foodservice advisory committee
- SodexoMyWay.com
- Meal value plan (MVP) for free and reduced-price meals
- Maximizes the number of free and reduced-price meal applications
- Lowers the burden on families
- Public service messages (in Spanish and English) designed for local cable TV and radio
- Messages provide application information while negating stigma

#### OTHER MODES OF MVP COMMUNICATION

- Brochures, direct mailing, reminders on school menus, posters, local newspapers, parent outreach programs and back-to-school events
- Applications can be added to your District's website

Photos courtesy of Asheboro City Schools

#### FAMILY FEEDBACK EFFORTS AND OUTREACH

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#### 24-SCH-242588

#### TRANSPARENCY AND REPORTING OF REBATES, DISCOUNTS AND CREDITS

Sodexo is proud to be the foodservice partner of choice in over 450 school districts nationwide, serving more than 1 million school meals daily. In addition, we also provide dining solutions in Universities, Healthcare and Senior Living, as well as many large corporations and government entities in the U.S. and globally. This strong market presence results in significant purchasing power across all segments, and our ability to not only source the best products, but also negotiate many different national supplier agreements with the most preferred pricing.

In a fixed price environment, these preferred prices, as well as any potential additional rebates and discounts, are included in the fixed meal rate offered at the most competitive rate.

#### OTHER REBATES AND DISCOUNTS

Sodexo fully commits to report and transfer rebates, discounts and credits for purchases outside of the fixed-meal-rate costs, such as additional commodity processor credits or equipment purchases on behalf of the District. The following describes our process for commodity processor credits as currently in place at Asheboro City Schools.

Agencies receiving USDA foods through the National School Lunch Program (NSLP) can select Direct Diversion processing for receiving finished end-products. Direct diversion processing is the process of sending selected bulk raw USDA foods directly to selected processors to process into finished end-products. With this option, each participating agency is directly responsible for selecting their processors and choosing the finished end-products through a procurement process.

As an example, at Asheboro City Schools, Sodexo chooses to divert bulk commodity mozzarella cheese to Schwann's to be used in end-products like pizza and pizza dippers. The dollar value of the processed cheese is then credited to Sodexo as the FSMC. We manage our rebates or credits to you by matching our monthly Schwann's Bank Statement to the usage that has been received. We will then deposit this credit into the Asheboro City Schools foodservice fund.

To tie out the month's credit, a statement is released and is then used to match rebates to usage. This process continues until all of the diverted product is used up.

Please refer also to subsection Attachment G: Detailed Plan for Crediting/ Reporting the Value and Use of USDA Foods for an overview of Sodexo's rigorous accounting and reporting procedures.





# DETAILED PROFESSIONAL DEVELOPMENT AND TRAINING PLAN



#### Attachment I

#### **Detailed Professional Development and Continuous Improvement Plan**

The BOE and LEA officials believe that professional development is an important component to help the LEA/SFA meet its goals. Describe in detail 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 1, 2024 through the end of the first year. The response shall include the FSMC's plan to provide the following components:

- 1. All FSMC and SFA employees will be trained to meet "Serve Safe" requirements, or those of a similarly recognized food safety certification training program.
- 2. Employee training in Culinary Arts will be provided to all staff at least twice a year.
- 3. Employee training in Quality Control, Customer Service, and Satisfaction will be provided at least annually and assessed for comprehension.
- 4. Employee training in promoting nutrition and healthy eating will be provided at least annually and assessed for comprehension.

Please see the following pages for information on our detailed professional development training and continuous improvement plan in response to RFP items 1 through 4 above.

# 24-SCH-242588

# Our Philosophy Builds Your Best Team

The right role models inspire your students, enrich the learning environment and promote excellence.

Your employees have the power to support student well-being across campus, both in the classroom and cafeteria. That is why developing a strong, positive and capable team is paramount to delivering quality service that students remember. We believe that everyone should have the opportunity to thrive in the workplace. This not only enhances quality of life for your employees but also creates a better experience for your students. With our approach, everybody wins.

"Through years of collaboration and solid partnership, Asheboro City Schools and Sodexo have navigated the dynamic realm of school food service, embracing the challenge of innovation to boost student participation and satisfaction. We are honored to have the privilege of being woven into the community's fabric through their support of programs that enhance the District's profile and benefit student achievement. We are committed to doing our part to ensure that Asheboro City Schools remains the district where every parent prefers to send their children for outstanding education."

– Larry Wilson District Manager, Sodexo At School

Photos courtesy of Asheboro City Schools

#### LOCAL LEADERSHIP WITH PROVEN EXPERIENCE

Your District and students expect and deserve nourishing food and quality service. Combining experienced onsite management with a team of local employees who are cared for and encouraged to succeed results in just that.

Your proven on-site leader, General Manager Bobbie Smith, personally ensures the following advancements:

- Improved operational performance by leveraging a local and regional team of seasoned professionals who support Asheboro City Schools' culture and community
- Increased student participation and improved satisfaction through meaningful customer interactions that respond to individual needs and preferences
- Attaining a shared vision for short- and long-term success with consistent, open and honest communication

Our entire Sodexo team is collectively responsible for the operational performance within Asheboro City Schools' foodservice program.

\*For comprehensive information regarding our on-site organizational structure, as well as details on our extensive North Carolina-based resource team, please review section 02 Attachments, subsection M. Management Company Experience.





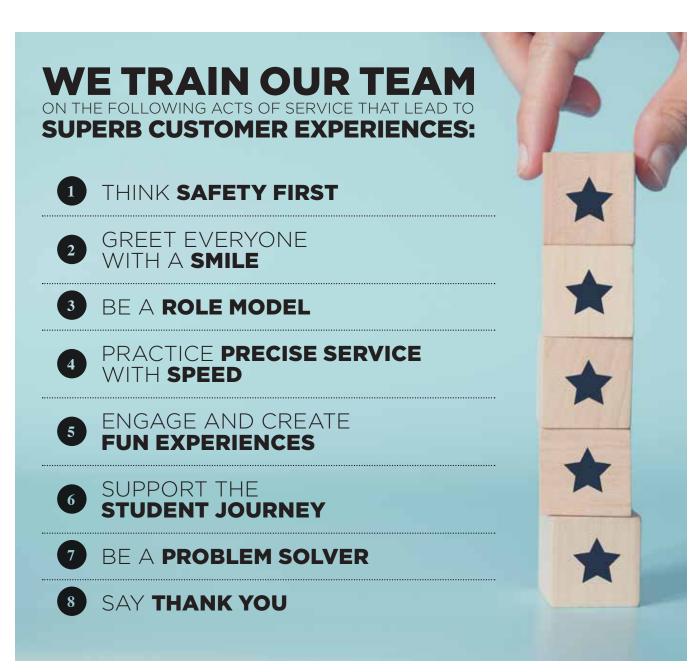
# 24-SCH-2425

#### YOUR EXPERIENCES MATTER

Asheboro City Schools benefits from a customer-centric culture that puts your students, staff and community at the center of everything we do. As always, we make it a priority to:

- Brighten your day with a warm and friendly environment
- Exceed your expectations by going the extra mile
- Predict and meet needs that you may not even know you have

It's simple - engaged and happy employees can improve a day and your program's success. Focusing on career development, training, safety, benefits and inclusion enhances quality of life for all team members.





#### **OPERATIONS ACADEMY**

A strong welcome and standard onboarding experience can bring our employee value proposition promise to life for new frontline employees.

- Designed to engage and empower our most important resourceour people:
- » Demonstrating that they belong to a team and company that make a difference.
- » Delivering essential learning and tools that allow them to act with purpose.
- » Creating a lasting connection so they want to stay and thrive in their own way.
- » Laying a foundation for future growth and development at Sodexo.

#### ONBOARDING GUIDE

Guidelines for site managers, in-unit HR and/ or trainers to properly conduct onboarding

#### CONTENT REPOSITORY

One-stop page that contains all the resources needed to deliver and participate in onboarding



#### WELCOME TO SODEXO

Pre-onboarding reading with essential Sodexo information for new hires before they start (hard copy and digital)

### LEARNING PASSPORT

Physical, pocket-size booklet with key information, exercises and messaging new hires need to navigate onboarding

Photo courtesy of Asheboro City Schools



# Follow this QR Code to access the repository: Scan Me



The training information provided by scanning

this QR code is proprietary and confidential.

#### **CONTENT SUMMARY**

The Operations Academy onboarding covers the following topics:

#### DISCOVERING SODEXO

- Discovering Sodexo: We Do Great Things (module, 9m)
- Thrive Your Own Way (module, 10m)
- The Value You Bring (activity, 15m)

#### HEALTH AND SAFETY

- Zero Harm Mindset (video, 4m)
- Safety Is Important to Whom? (video, 4m)
- Who Do You Stay Safe For? (video, 4m)
- Fundamentals of Health and Safety (module, 10m)
- Pocket Guide: 3 Checks for Safety (poster, 5m)
- Toolbox Talk: Safety Behaviors (document, 5m)
- Hazard Spotting Game (game, 5m)
- Two Accidents (video, 5m)
- Speak Up Ethics Line (poster, 5m)

#### CUSTOMER SERVICE

- Customer Service Basics
- Who Is a Client, Customer or Service Provider?
- Create Great Customer Experiences
- Five Golden Rules of Customer Service (infographics, 15m each)
  - 1. Make the right impression
  - 2. Identify needs of our customers
  - 3. Be a problem solver
- 4. Be a team player
- 5. Be proactive

# PROVIDING PERSONALIZED CAREER PATHS

Excellent service at Asheboro City Schools begins with leadership. General Manager Bobbie Smith is committed to creating a culture of employee engagement and continuous learning. With a robust education and development program, your team is empowered to seize opportunities and exceed professional goals while supporting the mission and vision of your school.

During orientation, we ensure employees understand the following:

- Their roles within Sodexo and how to deliver exceptional service
- Our zero-harm mindset, which is fundamental to our safety culture and safeguarding our employees

Our team at Asheboro City Schools has a strong record of promoting and developing employees. We firmly believe that if we take care of our people, they will take care of your most valued asset, your students.

# DEVELOPING AND SUPPORTING CURRENT EMPLOYEES

Leading the right team with the right tools is essential. We deliver continuous improvement through training development opportunities, which drives quality assurance.

#### Key components of our employee support culture:

- Supply the right tools to complete the job with excellence
- Set clear expectations surrounding job duties
- Consistently and openly address concerns
- Provide weekly communications in various formats
- Motivate, recognize and reward staff for exceptional performances
- Ensure benefits and rewards support employee well-being
- Improve the quality of life for all employees





# Our Promise of Respect and Fair Treatment for All & Employees

WE GUARANTEE EVERY STAFF MEMBER THE RIGHT TO:



Be heard in an atmosphere of respect and cooperation



Voice a complaint or concern without fear of retaliation



Have a complaint promptly acknowledged by management



Have the complaint acknowledged by successively higher levels of management if the employee is not satisfied with the response or does not receive a response in an appropriate time frame

#### HARNESSING THE POWER OF A DIVERSE AND INCLUSIVE WORKFORCE

Over the past several years, research has shown that diversity, equity and inclusion (DE&I) consistently ranks as a primary driver of employee engagement at Sodexo. Our industry-leading training initiatives attract exceptional talent while nurturing innovation and commitment, ultimately improving the quality of life for all at Asheboro City Schools.

# SODEXO SUPPORTS EQUAL EMPLOYMENT OPPORTUNITIES

Our organization promotes equal employment opportunity without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status in full compliance with the Civil Rights Acts of 1964 and 1991, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended; the Equal Pay Act; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended: the Presidential Executive Orders and the regulations of the United States. Our company provides reasonable accommodation for the known physical and mental limitations of any qualified disabled employee or applicant.

# REINFORCING FAIR EMPLOYMENT THROUGH AFFIRMATIVE ACTION

Maintaining a long-standing commitment to fair employment practices, we will continue our affirmative action program, including the placement of qualified women, minorities and people with disabilities throughout all levels of the Asheboro City Schools' child nutrition program. This program sets forth the actions taken by our officers, managers and employees to fulfill legal and moral responsibilities and to employ the best qualified person for each position while promoting diversity within our workforce.

# EQUAL EMPLOYMENT OPPORTUNITY TRAINING

Our equal employment training program outlines the actions our officers, managers and employees must take to fulfill legal and moral responsibilities. We focus on employing the most qualified candidates for each position while curating a diverse workforce.

#### **CIVIL RIGHTS TRAINING**

We inform, educate and support all foodservice employees in your District with annual civil rights training that includes:

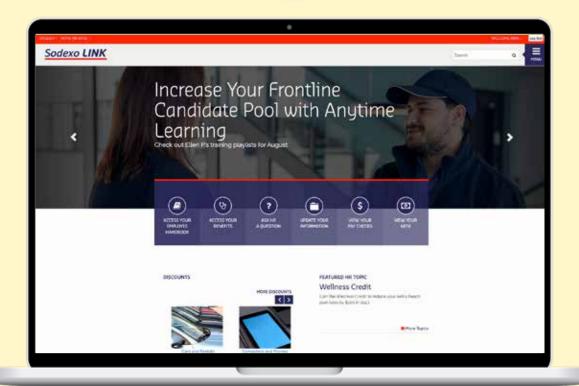
- Collection and use of data
- Effective public notification systems
- Complaint procedures
- Compliance review techniques
- Resolution of noncompliance
- Requirements for reasonable accommodation of persons with disabilities
- Requirements for language assistance
- Conflict resolution
- Customer service

# DIVERSITY, EQUITY AND INCLUSION (DE&I) TRAINING

A variety of DE&I learning labs and online courses strengthen management skills and staff awareness. We deliver these instructor-led sessions via virtual webinars and online presentations. Employees and managers can also access training resources through the Sodexo DE&I online portal.







# **Anytime Learning for Frontline Employees**

With dozens of online, on-demand training courses, Anytime Learning helps your team build the skills they need to succeed. Topics include business, communications, customer service, Microsoft Office and more.

#### **Manager Actions**

- Suggest training topics and courses for employees based on their roles and goals
- Schedule time during the workday for employees to complete training (unit pays for training with manager approval)
- Provide access to a computer or mobile device

#### **Employee Actions**

- Log in to Ingenium to access courses (many take 15 minutes or less to complete)
- Training must take place during work hours
- Learn more on Sodexo LINK (search keywords: Anytime Learning)



#### **SUPERVISORY TRAINING**

Frontline Supervisor training focuses on building skills in six key learning areas to lead your teams more effectively, provide a higher level of customer service and make a positive impact on the business through increased productivity.

Available 24/7, the curriculum is comprised of six on-demand streaming sessions that can be completed in any order. New hires plot their own paths and each session ranges from one to three hours, depending on the learner's participation.

#### The Curriculum

- Leadership fundamentals
- Communication skills
- People management
- Plan for success
- Impact the business
- Safety culture

Photo courtesy of Asheboro City Schools







# TRAINING YOUR TEAM AND DEVELOPING SUCCESS

It is mandatory for every employee who is part of the Asheboro City Schools foodservice team to participate in specific training and development programs. Training programs required by the USDA are completed per its guidelines, ensuring staff adhere to professional development standards. Our Ingenium training portal provides consistent and clear orientation, onboarding and ongoing training throughout the employee journey, bringing the entire human resources department to Asheboro City Schools.

#### **CUSTOMER SERVICE TRAINING**

Experiences Matter is our customer service training program that develops and rewards outstanding customer service to enhance student satisfaction. This tool allows managers to perform their roles effectively by formalizing communication and recognition standards.

#### **Key Elements**

Experiences Matter is built on three key elements to ensure ever-growing customer loyalty, improve communication and reward employee efforts.

- Customer service principles Eight simple standards support our commitment to excellent customer service
- Team huddles Weekly meetings are held at all locations
- **3. Recognition** Supervisors and peers recognize employees for their daily contributions

#### **The Customer Experience Goals**

- Reinforce a culture of energy, connection and outstanding customer service
- Impact employee retention and fuel the pipeline of future leaders
- Support Asheboro City Schools through engaged and motivated employees
- Recognize our employees for the work they do to support student well-being and Asheboro City Schools' mission



#### FOOD SAFETY AND OCCUPATIONAL HEALTH TRAINING

Everything we do is built on safety first. We strive for zero injuries and illnesses and infuse a safety culture into your foodservice program. Both management and hourly employees receive safety training that incorporates your District's requirements.

#### **Safety Requirements**

- Food safety certification for all managers with recertification every three years
- Safety education training for both management and hourly employees
- Sodexo On-site Manager Academy training (including workplace safety fundamentals) for all new and tenured managers
- Food safety orientation and training for all new foodservice hires
- Frontline employee training that complies with all regulatory standards

# FOOD SAFETY ORIENTATION PROGRAM FOR FRONTLINE TEAM MEMBERS

All foodservice employees complete an annual two-step food safety training and various professional standards trainings throughout the year or as dictated by client policy.

In addition to ongoing training in technical skills, customer service and safety, we also conduct six hours of back-to-school training annually and one hour of safety training each month (via 15-minute weekly safety Huddles). Please see the USB drive submitted with this proposal for sample training documents, including the back-to-school training agenda, content from a recent safety Huddle and a sample training document that outlines how we train staff on safe chemical use.

# Professional Standards Requirements

#### **TOPS TRAINING MODULES**

## Technical Training Series









## Customer Care Training



#### **LIFE SKILLS SERIES**

Succeeding at Work

Working with Others in a Diverse Environment

**Preventing Sexual Harassment** 

Equal Employment
Opportunity/Affirmative
Action

**Business Integrity** 

Drug and Alcohol Awareness in the Workplace

**Business Process Improvement** 

**Cash Handling** 

Completing and Controlling Physical Inventory

**Contractual Invoicing** 

**Noncontractual Invoicing** 

#### TOP DVDs/ VIDEO CLIPS

**Customer Service** 

Intro to Focus on Service Spirit

Who Are Our Customers?

Knowing Your Business, Facility and Department

**Specific Needs of Customers** 

**Moments of Truth** 

**Great Customer Service** 

A Picture Is Worth 1.000 Words

Verbal and Nonverbal Communication



Service Recovery

**Delivering Service as a Team** 

Life Skills

Equal Employment Opportunity (EEO)/Affirmative Action (AA)

**Preventing Sexual Harassment** 



# **Training Calendar**

	JAN	FEB	MAR	APR	MAY	JUNE
SAFETY TOPIC (M)	PPE COLD STRESS GUIDE/ EYE AND FACE PROTECTION	BLOODBORNE PATHOGENS/SAFE WINTER DRIVING/ WINTER SLIP AND FALL SAFETY	ELECTRICAL SAFETY TRAINING/REVIEW BLOODBORNE PATHOGENS	CHEMICAL HAZARD/ COMMUNICATION/ HAZMAT SAFETY TRAINING	BURN PREVENTION/ SAFE MACHINE AND EQUIPMENT OPERATION	NOT IN SESSION
Comprehensive Self Inspection (Yr)						
Food Safety Audits (M)		•				
Food Safety Message (W)		•				
Health and Safety Audit (M)		•				
Health and Safety Message (W)		•				
Prepare OSHA Logs						
Post OSHA Logs						
Safety Inspection Guide (M)						
Safety Behavior Check (M)		•				
Safety Behavior Scorecard (W)						
Sanitation Audits (M)						

 $\mathbf{M}$  = Monthly |  $\mathbf{W}$  = Weekly |  $\mathbf{Yr}$  = Yearly



	JULY	AUG	SEPT	ост	NOV	DEC
SAFETY TOPIC (M)	NOT IN SESSION	BACK SAFETY/ HEAT STRESS/ WORKPLACE HAZARDS	KNIFE TRAINING/ AUTOMATIC SLICER TRAINING/ LOCKOUT/TAGOUT TRAINING	DISASTER PLAN/ EMERGENCY EVACUATION/ FIRE PREVENTION	BACK SAFETY/ FIRST AID	SLIPS, TRIPS AND FALLS/ LADDERS AND STAIRS
Comprehensive Self Inspection (Yr)						
Food Safety Audits (M)						
Food Safety Message (W)					•	
Health and Safety Audit (M)			•			
Health and Safety Message (W)			•			
Prepare OSHA Logs						
Post OSHA Logs						
Safety Inspection Guide (M)						
Safety Behavior Check (M)			•			
Safety Behavior Scorecard (W)			•			
Sanitation Audits (M)						

**M** = Monthly | **W** = Weekly | **Yr** = Yearly

**August Overview:** Personal Hygiene, HACCP, Thermometers, Cooking, Cooling, Reheating, Holding - Hot and Cold, Receiving and Storing Food and Chemicals, Cleaning and Sanitizing, Handling Utensils, Food Allergens, Civil Rights, GHS, Safety Data Sheets and Labels, Diversity Awareness of Frontline Employees

# **Comprehensive Annual Training Plan**

	FOOD SAFETY - ALL STAFF	PHYSICAL SAFETY - ALL STAFF	KITCHEN SUPERVISOR DEVELOPMENT
AUG	<ul> <li>Food Safety HACCP         Part I and II     </li> <li>Meal Pattern Guidelines</li> <li>Cashier Responsibilities</li> <li>Civil Rights Training</li> </ul>	<ul> <li>Physical Health and Safety Overview Part I and II</li> <li>Bullying Prevention</li> <li>Customer Service Basics</li> <li>Annual District Policy Updates</li> </ul>	<ul> <li>Operational Excellence</li> <li>Service Standards</li> <li>Diversity and Inclusion</li> <li>Leadership Development</li> <li>Annual District Policy Updates</li> </ul>
SEP	<ul><li>Cooling and Thawing</li><li>HACCP Logs</li></ul>	<ul><li>Lockout/Tagout</li><li>Safety Notebook</li></ul>	<ul> <li>Customer Service Training</li> <li>Operational Expectations</li> <li>Menu Review</li> <li>Topics Identified by General Manager</li> </ul>
ост	<ul> <li>Receiving and Storing Food</li> <li>On-site Inspections</li> </ul>	<ul> <li>Emergency Evacuation Plans</li> <li>Fire Prevention</li> <li>Required Safety Postings</li> </ul>	<ul> <li>First Quarter Physical Safety Review</li> <li>Leadership Development</li> <li>Menu Review</li> <li>Customer Service Training</li> </ul>
NOV	<ul><li>Self-service Station Sanitation</li><li>Cooking Temps</li></ul>	<ul><li>Back Injury Prevention</li><li>Proper Lifting Techniques</li></ul>	<ul> <li>Open Enrollment Review</li> <li>Holiday Meal Procedures</li> <li>Short-term Shutdown Procedures</li> <li>Menu Review</li> <li>Customer Service Training</li> </ul>
DEC	<ul><li>Sanitizing Food Contact Surfaces</li><li>Washing Pots and Pans</li></ul>	<ul><li>Accident Prevention</li><li>Slip, Trip and Fall Prevention</li></ul>	
JAN	<ul><li>Preventing Cross- contamination</li><li>Reheating</li></ul>	<ul><li>PPE</li><li>Burn Prevention</li></ul>	<ul> <li>Second Quarter Physical Safety Review</li> <li>Leadership Development</li> <li>Menu Review</li> <li>Fall Meal Counts</li> <li>Customer Service Training</li> </ul>
FEB	<ul><li>Hand-washing</li><li>Wearing Gloves</li></ul>	<ul> <li>Knife, Slicer and Blade Safety</li> <li>Cut Prevention</li> </ul>	<ul> <li>Workplace Violence Prevention</li> <li>EcoSure Audit Review</li> <li>Menu Review</li> <li>Leadership Development</li> <li>Customer Service Training</li> </ul>
MAR	<ul> <li>Hot and Cold Holding Equipment</li> <li>HACCP Logs</li> </ul>	<ul><li>Equipment Safety</li><li>Electrical Safety</li></ul>	<ul> <li>Third Quarter Physical Safety Review</li> <li>Performance Appraisal Training</li> <li>Menu Review</li> <li>Customer Service Training</li> </ul>
APR	<ul><li>Sanitizing Solutions</li><li>Wiping Cloths</li></ul>	<ul> <li>Chemical Information (SDS)         Books         Chemical Safety     </li> </ul>	<ul><li>End-of-year Procedures</li><li>Menu Review</li><li>Spring Meal Counts</li><li>Customer Service Training</li></ul>
MAY	■ Year in Review	<ul><li>Year in Review</li></ul>	

At Sodexo, we strive to help our management employees thrive in their day to day. Part of that is providing them with the tools and resources to further develop themselves. Through our learning platforms, they can access online training, register for instructor-led training and plan for their career development.



#### TRAINING AND DEVELOPMENT FOR MANAGEMENT

# EXPERIENCE SODEXO: MENTORSHIP FOR NEW MANAGEMENT TEAM MEMBERS

Experience Sodexo welcomes and supports management team new hires through orientation and onboarding processes. Experienced employees assist new team members as they settle into their new roles. The program helps build critical relationships and provides a defined channel for new team members to ask questions and receive appropriate support.

#### **PROGRAM BENEFITS**







## INCREASED ENGAGEMENT

#### Creates a personal connection to the District and Sodexo right from the start

- New employees feel at home and comfortable in their roles
- Connections make the workplace more inviting, enhancing quality of life

## INCREASED EMPLOYEE RETENTION

- Engagement from the start results in happier employees who are more likely to stay with the District and Sodexo for longer periods of time
- New employees quickly add value to the team, leading to increased confidence and job satisfaction

### INCREASED PERFORMANCE

- Solicits a knowledge transfer from day one of employment
- Allows for networking and creates more points of contact so employees become familiar with their jobs, tools and Sodexo more rapidly
- Accelerates the ability to deal with job issues in a more holistic manner

# 4-SCH-24258

# Ensuring Safe and Enjoyable Experiences

Students, staff and stakeholders deserve a safe experience every time they dine at Asheboro City Schools. To ensure this, our health and safety specialists follow a variety of processes and expertise that put foodservice safety first.

# HERE'S AN OVERVIEW OF WHAT YOUR DISTRICT CAN EXPECT:

Compliance with all government purchasing standards

Vendor compliance with a strict Supplier Code of Conduct Continued focus
on Hazard Analysis
Critical Control
Point (HACCP)
protocols and
guidelines

Safety standards that meet or exceed state and local health code requirements

Continued community protection from foodborne illnesses and other hazards through stringent QA and QC practices

Continued team
training on
food handling,
certified-safe
food and delivery
processes

Preparedness
for natural
occurrences,
criminal activity,
foodborne illness
and personal injury

#### REINFORCING REGULATORY COMPLIANCE

#### PROCEDURES FOR YOUR FACILITY

Strict protocols help the team uphold the highest cleanliness and safety standards at Asheboro City Schools. Building upon these standards is part of the job. Extensive training teaches each employee the "what" of a particular task and explains the "why."

When employees understand the reasons behind our safety measures, 100% compliance is achieved and quality of life increases for all in your District.

Your District benefits from the following procedures:



**Cleaning schedules and self-inspections** follow daily checklists covering everything from the kitchen to the receiving area.



**Preventive maintenance plans** keep equipment and facilities in safe working condition, prioritizing follow-up on areas cited for improvement.



**Unannounced, random food safety audits** conducted by registered, third-party inspectors maintain our strict standards.



**Post-audit inspections** to review results help your food committee understand what needs to be done in the future.







#### PARTNERED WITH ECOSURE

During each school year, we hire EcoSure to complete an unannounced food and physical safety audit. This guarantees that we meet the highest standards in the industry.

Congratulations to the team at Asheboro City Schools for receiving a score of 100% this past year.

# HAZARDOUS ANALYSIS CRITICAL CONTROL POINT (HACCP)

Several health departments across the country widely recognize our proprietary program as the standard for excellence in HACCP implementation and training. It identifies points where contamination or growth of harmful microorganisms can occur, then implements controls based on those hazards. The program monitors these Critical Control Points (CCPs) using a verification system.

#### Program advantages:

- Eliminates cross-contamination of food and contact surfaces
- Monitors and controls the temperature of food during cooking, holding, serving, cooling and reheating
- Reinforces proper hand-washing techniques and the appropriate use of disposable gloves
- Increases safety with daily food safety walk-throughs and monthly food safety audits

#### SANITATION TRAINING

Each manager participates in extensive sanitation training for specific tasks. Additionally, they receive certification after completing ServSafe® Applied Foodservice Sanitation (AFS), a course created in conjunction with the educational foundation of the National Restaurant Association and recognized by nearly all state and local jurisdictions.

Hourly team members receive awards and recognition for excellence in sanitation performance upon periodic reviews with managers.

#### FOOD SAFETY CERTIFICATION PROGRAM

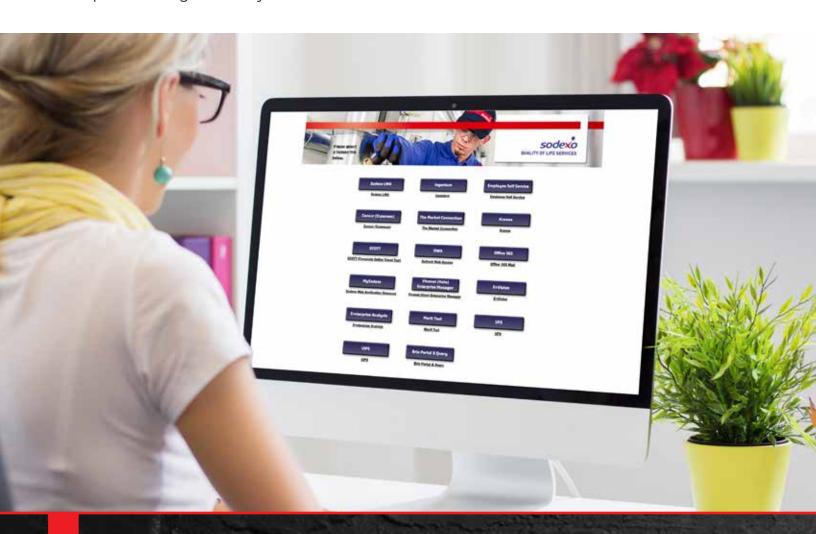
As you know, we require all foodservice managers in Asheboro City Schools to be trained and certified in our proprietary Food Safety Certification Program. We base our initiative on the National Restaurant Association Educational Foundation's ServSafe training and certification program used throughout the foodservice industry and accepted by most state, county and local health departments. Our ServSafe-certified instructors conduct the training and all managers must obtain recertification every five years (or three years if required by state laws).

#### TRAINING FROM ORIENTATION THROUGH CAREER DEVELOPMENT

Our Ingenium portal delivers tailored, comprehensive orientations for every employee, starting with modules that introduce company culture with a focus on DE&I. The portal includes up-to-date handbooks and training opportunities for each employee's current position and desired career development. From customer service to safety hygiene, the portal provides essential, user-friendly learning.

# PROFESSIONAL STANDARDS ANNUAL TRAINING REQUIREMENTS FOR MANAGEMENT STAFF

All management team members complete professional standards-compliant trainings as required throughout the year.





#### RECOGNITION AND REWARDS BUILD BETTER SERVICE

As you have experienced, our employees work hard and bring their best to Asheboro City Schools every day. Verbal recognition along with our incentive programs motivate your team members to bring their best selves to work.

How we encourage and retain top talent:

- Management techniques foster personal and professional growth
- Benefits and retention practices instill self-worth and value within Sodexo
- Resources promote current success and future growth

Specific examples include:

Competitive wage rates that exceed the current market value and can be utilized to attract potential candidates based on their qualifications.

Attractive benefits that show little distinction between management and frontline employees. Our offerings exceed industry standards as we continuously look to improve programs to better support our people for years to come.

Awards programs, such as the Sodexo Spirit Awards, offer recognition and prizes for achievements in innovation, community service and teamwork.

Innovative tools like www. iamsodexo.com and TELUS Health are user-friendly, offering employees career and life coaching opportunities, mental and well-being support and plusperks (nationwide bargains in travel, shopping, restaurants and more).

foster professional development through university partnerships, industry affiliations that support trade certifications, tuition reduction and reimbursement up to \$5,000 annually.

Managers and supervisors guide and empower on-site team members, creating a culture where everyone feels valued and motivated to contribute to the success of your schools.





FSMC GUARANTY



#### Attachment J

#### **FSMC Guaranty**

Discuss the FSMC's specific Financial Guaranty to the BOD/LEA/SFA.

Provide detailed steps and strategies to improve the overall School Nutrition Program, reduce the LEA subsidy, increase financial viability and profitability, and ensure long term program stability.

Striking the right balance for financial success requires a commitment to immediate and long-term goals. As your current partner, we have worked with you over the past five years to cement a solid foundation for growth, and we guarantee that growth will continue and exceed your expectations. Our fiscally sound guarantee is based on our lessons learned over the past five years, and we know we can achieve it by continuing to grow the program. Our commitment to Asheboro City Schools is that Sodexo will continue to grow a quality program that our students are excited to participate in. Please refer to subsections Attachment F: Written Plan to Address Specific Goals Established by the SFA's Board of Education and Attachment H: Detailed Marketing Plan within section **02 Attachments** to review how we will continue to grow the program.

# 4-SCH-242588

# Outstanding Service at a Competitive Price

Asheboro City Schools will continue to experience a successful child nutrition program thanks to three key ingredients at the right price point:



"As a Senior Vice President with Sodexo Schools, I'm committed to developing a transparent relationship with you. Time-tested tools, expertise and one-on-one support will allow us to provide a fiscally sound program that goes beyond face value.

By choosing a fiscally responsible program that you know one that is also popular with your students and faculty you can continue to allocate more financial resources toward achieving immediate and long-term operational goals. Sodexo predicts a positive nutrition fund balance and guaranteed return that will allow Asheboro City Schools to appropriately assign all costs associated with the nutrition services program appropriately, keeping funds available for the District's primary goal of educating students."

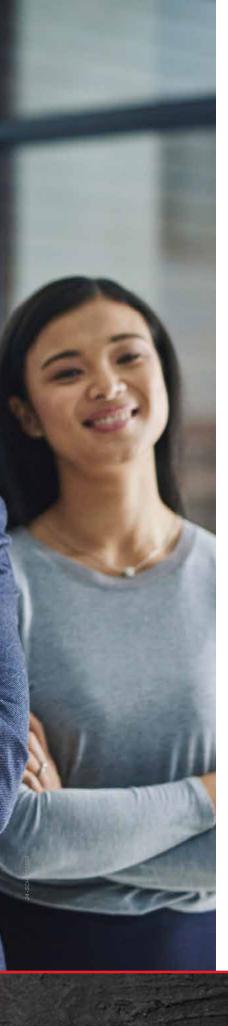
- Deborah Whitmire, Senior Vice President, Sodexo At School

#### FINANCIAL PROPOSAL ASSUMPTIONS

FIXED PRICE CONTRACT	Proposed \$2.160 per breakfast meal and \$4.320 per lunch or equivalent meal.		
MEAL EQUIVALENTS	Derived from all other revenue, excluding federal and state reimbursements, student snack, breakfast and lunch reimbursable sales and childcare program meals. The meal equivalency rate shall be equal to \$4.750 as stated in the RFP.		
MEAL DEFINITION	Meals are defined for our fixed price based on the following:  1 lunch = 1 meal 2 breakfasts = 1 meal 1 dinner = 1 meal		
SERVING DAYS	Based on 180 days for lunch and breakfast for elementary school and middle schools and 178 days for high school breakfast and lunch.		
DISTRICT ENROLLMENT	Average Daily Attendance (ADA) is estimated as 95% of the projected enrollment provided in the RFP.		
ANNUAL PRICE ADJUSTMENT	Sodexo's fixed price may be increased on an annual basis by the yearly percentage change in the consumer price index for all urban customers, as published by the United States Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, All Urban Consumers.		
MONTHLY INVOICE	Sodexo's invoice will be provided monthly, including fixed-price-per-meal cost and credit for commodities received per the contract agreement.		
PROPOSED AGREEMENT	The proposed agreement commences July 1, 2024, and continues through June 30, 2025, with options for four one-year renewals as provided under federal and state guidelines and regulations. The agreement will conform to all regulations as set forth by your state department and the United States Department of Agriculture.		
TERMINATION	Either party may terminate this agreement by giving a 60-day notice of intent and a specific date to terminate the agreement.		
ADJUSTMENTS	The financial arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Healthcare and Education Reconciliation Act of 2010, which comprise the healthcare reform of 2010, or other healthcare rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the financial arrangement will be effective from the date the events of (i) and/or (ii) occur.		
LEGISLATIVE CHANGES	In the event of an increase in the city, state or federal minimum wage, the fixed price shall be increased beginning from the legislated date of such increase, by an amount equal to the resultant increase in cost to Sodexo from an increase in wages paid to employees necessary to match similar increases paid locally as a result of the increase in minimum wage.  In the event of an increase in wages or benefits payable as a result of unionization, or as a result of the renegotiation and ratification of an existing collective bargaining agreement, the fixed price shall, from the date of increase in wages or benefits, be increased by the		
PERFORMANCE BOND	percentage increase in wage rates and/or benefits.  Sodexo wishes to negotiate a performance bond in an amount reasonable to guarantee the services it will be performing when awarded the contract. Sodexo's performance bonds are written on an annually renewable basis. No forfeiture language is allowed for Sodexo's bonds. Sodexo will use its surety's final bond form or Sodexo will add the following conditional language to the contract bond requirement and to SFA's bond form, as follows: The term of the bond shall be one year, and it may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of Sodexo to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof.		
INSURANCE REQUIREMENTS	The insurance limits listed in the RFP may be met through a combination of primary, umbrella and/or excess liability.		
FINANCIAL GUARANTEE	For the avoidance of doubt, the Financial Guarantee shall be calculated as follows: all program revenues including student cash sales, federal and state reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the value of commodities received less (i) the Fixed Price for all meals served, and (ii) SFA labor and other program expenses as outlined in Sodexo's Financial Pro Forma.		

The information on this page is confidential.





#### RESOURCE SUPPORT

Beyond the comprehensive local support outlined in section 02, subsection Attachment K: FSMC Proposed Employees and Qualifications, your student nutrition program will continue to receive significant assistance from the functions below.

#### **NUTRITION**

School nutrition experts track regional food trends and changes in USDA regulations to ensure menus fit students' needs and comply with all USDA standards.

#### **MARKETING**

Our marketing team will continue to bring unique programs to life, increasing engagement across your entire community.

#### SUPPLY MANAGEMENT

You will continue to experience the following benefits from our enormous purchasing power:

- Improved bottom line
- Product rationalization and quality assurance
- Local sourcing
- Commodity agreements and national and regional purveyor agreements
- Product specification evaluations and pricing negotiations

# FINANCIAL AND ACCOUNTING

The following systems support your financial network to mitigate risks:

- Financial reporting and analysis
- Accounts receivable processing
- Payroll processing
- Accounts payable system

#### FINANCIAL AND LEGAL SUPPORT

Your financial network is supported by the following experts to mitigate risks:

- Government liaisons
- Divisional and regional controllers
- Internal auditors
- Economic forecast analysts

#### **HUMAN RESOURCES**

District success depends on your employees. Our HR team will continue to focus on:

- Employee development and benefits
- Government regulation and compliance
- Safety programs
- Field support resources



FSMC PROPOSED EMPLOYEES AND QUALIFICATIONS



#### Attachment K

#### **FSMC Proposed Employees and Their Qualifications**

Include the names and qualifications of individuals who will serve in leadership capacities on behalf of the FSMC and will coordinate activities of the FSMC's on-site personnel.

Please see the following pages for the names and qualifications of individuals who serve in leadership capacities on behalf of Sodexo and who will coordinate activities of our on-site personnel.

# 4-SCH-242588

# Building Your Best Team

From the cafeteria to the classroom, your employees have the power to support student well-being and success. Developing a strong team is paramount to delivering quality service. The right role models inspire your students, enrich the learning environment and promote excellence.

"Employee retention and engagement is at the forefront of everything I do. I support the on-site management team at Asheboro City Schools, in creating an environment for employees to flourish, thrive and provide top-notch customer service to all we serve. As the Schools lead for our annual VOICE engagement survey, as well as serving as the School's Diversity, Equity and Inclusion Liaison, my goal is to ensure our teams are heard and feel included. Our focus is on providing robust onboarding and training, individual development paths and a team atmosphere so everyone can succeed."

- Lisa Stanek Director, Human Resources Business Partner Sodexo At School

#### PLANNING FOR OUR FUTURE

For the past 30 years, Asheboro City Schools' child nutrition program has been successfully guided by General Manager Bobbie Smith. To move forward together and strengthen service, your team will continue to be supported by:

- Training and development opportunities
- Local and regional experts
- Locally sourced talent

For more information on training, please see section 02 Attachments, subsection Attachment I. Detailed Professional Development and Training Plan.

#### YOUR REGIONAL-BASED RESOURCE TEAM

While Bobbie Smith and team operate locally, they will have immediate access to regional and national support in the following areas:

**DEB WHITMIRE**Senior Vice President



#### PROPOSED ON-SITE ORGANIZATIONAL STRUCTURE



**Executive Chef** 





**SABRENA JONES**Operations Manager



# Bobbie Smith

#### SUMMARY OF QUALIFICATIONS

Provides exceptional communication, team-building and creative collaboration to maximize productivity, food quality, customer service and staff performance.

#### PROFESSIONAL EXPERIENCE

#### General Manager

SODEXO AT SCHOOL, ASHEBORO CITY SCHOOLS

2022 - Present

- Provides school nutrition services across nine buildings
- Oversees two direct managerial reports, one operations manager and one foodservice manager responsible for eight cafeteria managers and 54 frontline team members
- Plans and executes catering and special events
- Created a staff culinary team to improve quality and consistency throughout the district
- Engages students, principals, teachers, administrators and parents

#### Regional Safety Coordinator

SODEXO AT SCHOOL, SOUTH CENTRAL REGION

2016 - Present

- Supports regional SVP in maintaining a comprehensive safety program to reduce employee and customer injuries
- Leads seven district safety coordinators covering over 60 accounts in eight states
- Directs district managers, general managers and operations teams concerning safety
- Co-creates and delivers new safety training materials

#### General Manager

SODEXO AT SCHOOL, SOUTH CAROLINA SCHOOL FOR THE DEAF AND THE BLIND 2007 - Present

- Led 17 full-time and part-time team members in the daily production and delivery of meals for up to 350 students and staff operating one main kitchen facility and two satellite facilities
- Oversaw a yearly budget of approximately \$1 million
- Designed menus based on client requirements, special dietary requirements and USDA compliance
- Optimized scheduling for efficiency and ensured delivery of services met and exceeded expectations
- Collaborated with the client to transition from National School Lunch Program (NSLP) and created menus to improve satisfaction and increase participation from students and staff

#### **Bobbie Smith**

GENERAL MANAGER (CONTINUED)

#### ADDITIONAL PROFESSIONAL EXPERIENCE

**Production Manager**SODEXO AT SOUTH CAROLINA SCHOOL FOR THE DEAF AND THE BLIND

#### **EDUCATION**

**University of North Carolina Asheville** *Bachelor of Science degree* 



# Kirtley Gilbert FOODSERVICE MANAGER

#### SUMMARY OF QUALIFICATIONS

Committed to achieving financial and operational goals. Uses timely decision-making and is open and flexible to new approaches and ideas. Conducts food safety inspections. Skilled in using available resources to meet or exceed an organization's plan and budget.

#### PROFESSIONAL EXPERIENCE

#### Foodservice Manager II

SODEXO AT ASHEBORO CITY SCHOOLS, NC

2024 - Present

- Assists the general manager in overseeing eight locations in the foodservice program
- Reviews all inventory and profit and loss statements
- Completes daily foodservice and safety inspections
- Ensures the highest level of customer service, a positive environment and that school standards are met

#### **Area Director**

F&F FOOD SERVICE RESTAURANTS/KFC, FAYETTEVILLE, GA 2013 – 2024

- Oversaw daily operations for 10 locations in the south and west markets
- Increased sales by 8% to 10% over prior year and decreased overhead cost
- Reviewed and approved profit and loss statements
- Completed weekly food safety inspections

#### ADDITIONAL PROFESSIONAL EXPERIENCE

#### Area Coach Director

TME ENTERPRISE/TACO BELL, SMYRNA, GA

#### Multi-unit General Manager

PASCHAL'S CONCESSIONS INTERNATIONAL, HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ATLANTA, GA

#### Kirtley Gilbert

FOODSERVICE MANAGER (CONTINUED)

#### PROFESSIONAL DEVELOPMENT AND ACCOMPLISHMENTS

- Understanding Diversity of Food Sanitation; the Art of Customer Service; Fact vs. Fear on AIDS in the Workplace;
   Sexual Harassment and Dodd's Ethics; Civil Treatment; and Developing the Leader Within training
- ServSafe Food and Safety Certification
- CPR/First Aid Certification
- Work Opportunity Tax Credit Certification
- Micros System Certification
- E-Verify Certification
- Restaurant Fire Safety Certification

#### **EDUCATION**

**Sandhills Community College** 

Associate degree in Business Management



# Sabrena Jones OPERATIONS MANAGER

#### SUMMARY OF QUALIFICATIONS

Leader with 15 years of progressively more responsible experience as a school nutrition professional. Exceptional communication, team building and creative collaboration skills to maximize kitchen productivity and staff performance. Extensive background in procurement, business operations, organizational standards and compliance.

#### PROFESSIONAL EXPERIENCE

#### **Operations Manager**

SODEXO AT SCHOOL, ASHEBORO, NC

2019 - Present

- Responsible for food development and innovation across nine K-12 sites
- Directly manages fifty kitchen staff in a K-12 account
- Plans and executes modern and sustainability-focused menus for schools, catering and special events
- Responsible for staff training in safety, culinary development and customer service to ensure company/client goals are met
- Builds relationships with school administration and staff
- Provides mentorship to managers

#### Senior Supervisor

SODEXO AT SCHOOL

2011 - 2019

- Managed a high school kitchen that served approximately 1,400 meals per day with a site staff of fourteen employees
- Executed a daily dining menu based on client requirements and distributed across seven service lines
- Identified and implemented cost-saving opportunities or procedures to the benefit of Sodexo and the client
- Responsible for the orientation and training of employees
- Ensured all employees adhered to Sodexo, Occupational Safety and Health Administration and state/federal safety regulations
- Worked with clients/customers to ensure satisfaction in areas of quality, service and problem resolution



# Larry E. Wilson

#### SUMMARY OF QUALIFICATIONS

Leads teams to operational excellence. Delivers results consistent with senior leadership teams' objectives while exceeding client expectations.

#### PROFESSIONAL EXPERIENCE

#### **District Manager**

SODEXO, SOUTH CAROLINA, NORTH CAROLINA AND GEORGIA

2019 - Present

- Provides strategic leadership to the Carolina and Georgia markets
- Coordinated with the business improvement and growth support (BIGS) team to build a new K-12 segmentwide financial reporting model
- Co-leads regional menu planning team, regional i-Promise team and a project to launch a segment-wide general manager training program
- Grew the K-12 foodservice market by over \$13 million through new unit sales from 2019 to 2020
- Negotiated financial relief of more than \$2 million during 2020 COVID-19 crisis

#### Resident District Manager, Food and Facilities Management

SODEXO, BEAUFORT, SC

2015 – 2019

- Led a challenging K-12 segment foodservice account
- Worked with on-site team to build and execute a strategic plan to exceed client expectations while building high-performing work teams
- Grew segment leading revenues and solved a rampant food cost challenge

#### District Manager, Food and Facilities Management

SODEXO, BEAUFORT, SC

2012 - 2015

- Led facilities management growth efforts throughout the southeast and mid-Atlantic regions to include new sales initiatives, contract compliance, client satisfaction and team development
- Analyzed loss-leading accounts to save Sodexo approximately \$400,000 annually

# Larry E. Wilson

DISTRICT MANAGER (CONTINUED)

#### ADDITIONAL PROFESSIONAL EXPERIENCE

#### Area General Manager

BEAUFORT, SC

#### **Executive Director of Operations**

BEAUFORT, SC

#### PROFESSIONAL DEVELOPMENT AND ACCOMPLISHMENTS

- 2012 Sodexo Financial Achievement Award
- 2012 Sodexo Award of Excellence
- 2016 Sodexo Comp Growth Award
- 2017 Sodexo Award of Excellence
- Certified court appointed mediator
- Certified Facilities Manager, International Facility Management Association (IFMA)

#### **EDUCATION**

- Nova Southeastern University
- Bachelor of Science degree in Business Management
- Dallas Baptist University
- Master of Arts degree in Organizational Management

#### **COMMUNICATION IS KEY**

#### **ENGAGE, ANALYZE AND RESPOND**

Throughout our relationship, these three communication strategies allow us to achieve, maintain and increase success.

# ENGAGE

## EARLY (

Prior to making any critical decisions, your on-site management team identifies potential obstacles, areas of improvement and previously missed opportunities. We hit the ground running to quickly achieve results through targeted action.

#### **OFTEN**

In addition to an annual survey, frequent smaller surveys and focus groups gauge feedback. Simply asking students how their meal tasted during service is one way we use every opportunity to improve.

#### **EVERYONE**

From the seasoned board member to the newest student, every single opinion counts at Asheboro City Schools. To better serve your diverse population and ever-evolving preferences, we use audience-appropriate tools to capture comprehensive feedback.



Collecting data is only the beginning. Efficient data storage and processing will allow us to easily analyze, report and act. Connected databases throughout your District will make it possible to compare findings and deploy best practices districtwide.





Research efforts will culminate in a solid plan of action. When your on-site team sees an opportunity to improve service, they will efficiently implement program changes.



#### PARTNERSHIP SUPPORT TOOLS

# ANNUAL EXPECTATIONS MEETINGS

As expectations change over time, we continually refine service based on relevant measurement criteria. During this meeting, we discuss and decide on improvements to meet your objectives.

#### TRANSITION LITETM MEETINGS

Whenever a significant change occurs, Asheboro City Schools' key administrators and our operations team meet to ensure a mutual understanding

of expectations. Together, we evaluate whether objectives have evolved or should change.

#### **CLIENT SATISFACTION SURVEYS**

Your stakeholders receive surveys regularly to identify success and areas needing improvement. Senior leadership reviews this information, creates action plans and communicates objectives for complete alignment.

# SODEXO'S TOP 20 - OF 2023-2024 -

## **Delivering Value For Asheboro City Schools!**

- Completed over 50 safety walks to ensure a zero-harm culture for employees
- 2. Implemented a "fresh first" veggie and fruit menu outline for all grade levels
- Increased base frontline staff salary to attract talent and remain competitive
- 4. Hired an experienced foodservice manager to better serve the students and the District
- 5. Drove student engagement with the Fifth Annual Future Chef competition for elementary schools
- 6. Conducted a seamless transition into remodeled and updated Asheboro High School kitchen/cafeteria

- 7. Implemented new cafe concepts to elementary, middle and high schools
- 8. Implemented a homecooked entree choice based on feedback from students
- 9. Revamped the on-site training program to include the culinary team to focus on quality over quantity in food preparation
- 10. Increased student participation throughout the District
- Partnered with the District to successfully transition to CEP at all schools
- 12. Maintained margins to ensure a profitable relationship between Sodexo and the District
- 13. Successfully completed client-held administrative reviews for the past five years

- 14. Successfully completed NCDPI site review
- 15. Increased student engagement through display cooking, nutrition fairs and student advisory councils
- 16. Participated in school dress-up events at all locations
- 17. Collaborated with the District on new kitchen equipment purchased by client
- 18. Implemented new snack programs
- 19. Implemented an at-risk after-school dinner program at every elementary school
- 20. Revamped early childhood development center menu to offer two entree choices daily





# REFERENCE CHECKLIST FOR FSMC'S PERSONNEL



#### Attachment L

#### **Reference Checklist for FSMC's Personnel**

Please see the previous subsection, FSMC Proposed Employees and Qualifications, for resumes and credentials of each individual recommended for on-site and regional oversight of Asheboro City Schools' School Nutrition Program. This subsection also includes the experiences that make each employee/candidate highly qualified for each position and the names and qualifications of individuals who will serve in leadership capacities on behalf of Sodexo and will coordinate activities of the Sodexo's on-site personnel.





MANAGEMENT COMPANY EXPERIENCE



#### Attachment M

#### **Management Company Experience**

Please see the following pages for information about our experience managing School Nutrition Programs (including the NSLP, SBP and SFSP), managing programs of similar size and scope and all National School Lunch Programs managed in the past five years.

# Your Community is Our Community

Expertise in serving Asheboro City Schools is just the beginning. Our team is hard at work serving your community throughout many life experiences.









We take great pride in serving all customers, including your District.

The following is a review of who we are and the tools, research, insights and experience we use to deliver the best student nutrition program on the market today.

Together, we create environments that foster student wellbeing, engagement and achievements. COMPANY OVERVIEW

# FOUNDED IN — 1966 MARSEILLE, FRANCE

sodex\*o

#### COMPANY BACKGROUND

- » Headquartered in North Bethesda, Maryland
- » Subsidiary of Sodexo (www.Sodexo.com), which is headquartered in Issy-les-Moulineaux, France
- » World's leading Food and Facilities Management Services provider
- » Only company in the world to offer Quality of Life Services to consumers at every stage of their lives, wherever they are in the world
- » Ended 2023 with more than €22.6 billion in global revenue and \$11.4 billion in North America



#### **OUR MISSION**

- » Improve the quality of life of our employees and those we serve
- » Contribute to the economic, social and environmental development of the cities, regions and countries where we operate

#### IN NORTH AMERICA

- » 15 million+ consumers served, including students in more than 450 school districts
- » 127,000+ team members
- » 4,400+ sites supported, including schools, universities, corporations, healthcare facilities, longterm care communities, retirement centers, military bases and remote sites
- » Operations span every major metropolitan area

#### **GLOBALLY**

- » 80 million+ consumers in 45 countries
- » 430,000 team members
- » #1 worldwide France-based private employer

\*For more information visit SodexoUSA.com and SodexoFoundation.org

#### NATIONAL MANAGEMENT AND TEAM SUPPORT

Setting the standard for what you can expect from us, David Newman's commitment to student well-being and customer satisfaction lays the foundation for success in Asheboro City Schools.

#### LEADERSHIP DEDICATED TO YOUR SUCCESS

Asheboro City Schools' support network is committed to driving outstanding results as we operate efficiently under the watchful eyes of your community and the public.



**DAVID NEWMAN** CEO, Sodexo At School, North America



**DEB WHITMIRE**Senior Vice President



CINDY SCOTT
Vice President, Finance



**DEB NAUGHTON**Senior Vice President,
Business Development



VIVIANE AZZI Vice President, Human Resources



**SANDRINE CHURCH** Senior Vice President, Global Strategy and Planning



**BILL LACEY**Vice President,
Strategic Project Deployment



**BRAD LOZIER** Vice President, Facilities Management



PIP THOMPSON
Vice President
Client Relations



**DAVID KOURIE** Senior Vice President Supply Management

<b>NORTH AMERICAN</b>
<b>HEADQUARTERS</b>

CONTACT

FINANCIAL REFERENCE

915 Meeting Street, Suite 1400 North Bethesda, MD 20852 301-987-4000

#### **DEB WHITMIRE**

Senior Vice President 803-319-9604 deborah.whitmire@sodexo.com

#### CITIBANK

110 Penns Way New Castle, DE 19720 **Fax:** 212-994-1287

Contact: Maribel Cardone



#### **CORPORATE STRUCTURE**

All of the members of our top management team commit individually and as a team to outstanding customer service, industry expertise and continuous improvement. Asheboro City Schools receives positive recognition and lasting results.

Sodexo Management, Inc. ("SM") is a subsidiary of Sodexo Operations, LLC ("SO LLC"), Sodexo, Inc. and Sodexo S.A. The sole member of SO LLC is Sodexo, Inc. ("SI") a Delaware corporation.

#### SODEXO LEADERSHIP COMMITTEE

#### Sophie Bellon,

Chairwoman and Chief Executive Officer

#### Nathalie Bellon-Szabo, CEO Sodexo Live! Worldwide

#### **Johnpaul Dimech**, President, APMEA, Brazil and Latin America

#### Alice Guéhennec, Group Chief Tech, Data and Digital Officer

# **Sarosh Mistry**President, North America

#### **Sunil Nayak**, President, Europe

#### **Anna Notarianni**, Group Chief Impact Officer

#### Marc Plumart, Chief Growth and Commercial Officer

#### Marc Rolland, Group Chief Financial Officer

#### Alexandra Serizay, Chief Strategy and Services Innovation Officer

#### Aurélien Sonet, CEO, Pluxee

#### Annick de Vanssay, Group Chief Human Resources Officer

# SODEXO BOARD OF DIRECTORS

#### **FAMILY DIRECTORS**

#### Sophie Bellon,

#### Chairwoman and CEO

#### **Francois-Xavier Bellon**, Chairman of the Management Board of Bellon SA

#### Nathalie Bellon-Szabo, Chief Executive Officer, Sodexo Live! Worldwide

#### INDEPENDENT DIRECTORS

#### Luc Messier,

Lead Independent Director, President of Reus Technologies LLC

# Francoise Brougher, Independent Director

#### Jean-Baptiste Chasseloup de Chatillon, Chief Financial Officer, Sanofi

#### Federico J. Gonzalez Tejra, Chief Executive Officer, Louvre Hotels Group and Executive Vice Chairman, Radisson Hotel Group

#### **Veronique Laury**, Independent Director

#### **Cecile Tandeau de Marsac**, Independent Director

#### **EMPLOYEE DIRECTORS**

#### Philippe Besson,

Head of Projects and Sponsorship, Sodexo France

#### Cathy Martin, Regional Manager, Sodexo Canada

# A Local Partner

WE EMBRACE...



Student well-being, academic success and lifelong skills



The power of proper nutrition



Community engagement



Diversity, equity and inclusion (DE&I)

We leverage local and global resources to support your local communities fully

700+
EMPLOYEES
Schools Division

1,300+
EMPLOYEES
All Divisions



**19,696,000+**Meals Per Year



**109,420+** Meals Per Day



\$32,220,110+

Total Spend

# Resources and Knowledge to Achieve Your District's Goals

Your foodservice provider should support Asheboro City Schools' overarching vision. Comprehensive resources and proven solutions allow us to reach your goals by understanding and addressing any challenges that stand in the way of excellence. With nearly

60 years of experience in child nutrition programs, we understand that knowledge, commitment and transparency should remain at the forefront of all partnerships.

## **15 YEARS**

= Average length of district partnerships

#### **48 YEARS**

= Longest district partnership

Please see the USB drive submitted with this response for a regional list of all our National School Lunch Program partnerships from the past five years.

Please note: The list on the enclosed USB drive is confidential.





Continuing to deliver on our commitments to Asheboro City Schools is my ultimate responsibility. My name is Jamie Knapp, and as your retention director, I can assure you that our entire team and I will work diligently to do just that.

You can trust that while global in scope, we are local



JAMIE KNAPP Retention Director Sodexo At School

in practice and will continue to provide far-reaching support based on the best interests of your people. The reason for this is simple: Doing the right thing for Asheboro City Schools is ultimately doing the right thing for us. We are committed to using the full breadth and depth of our resources and expertise to provide innovative solutions that invigorate your foodservice program and bring it to new levels of success.

Student well-being and engagement mean putting the success of your students above everything we do, so you are free to focus on your students and provide the finest education possible.

# **FRANCIS** HOWELL SCHOOL **DISTRICT**





# **20 YEARS**

16,700

# **19 CAMPUSES**

- Supported the Francis Howell community by operating the Mobile Market drive-through food pantry. This monthly food pantry has distributed over 650,000 pounds of food in six years.
- Supported the district's culinary students by providing \$15,000 in culinary scholarships annually to 15 graduating seniors. Sodexo has provided over \$240,000 in culinary scholarships since the partnership began.
- Conducted "Tasty Tuesdays" program at the elementary schools. This program gives students an opportunity to experience, taste and give feedback that help design the local menus.
- Hosted "Culinary Throwdown" for the past 14 years at Francis Howell. This student culinary competition is a favorite amongst the high schools. All four of the district's high schools participate in this yearly event.
- Implemented an after-school "Food for Thought" Culinary Academy with guest chefs providing hands-on learning for students that are excited about the culinary arts.
- Developed new student engagement programs, such as the "Cupcake Battle." This baking competition is a student favorite and is held between the district's five middle schools.

# **LEXINGTON** COUNTY **SCHOOL DISTRICT TWO**







# **26 YEARS**

**OF PARTNERSHIP** 

8,692 STUDENTS SERVED

# 13 CAMPUSES

- Successfully wrote more than \$100,000 in grant funds to benefit the district and reinvest into kitchen equipment over the past few years.
- Continued to grow participation across the child nutrition program and implemented dinner programs in all six elementary schools; made participation in the after-school snack program easily available to all eligible programs, partnering with the Boys & Girls Clubs, Girls on the Run and multiple afterschool programs.
- Continued community engagement with Camp Kemo, South Carolina School for the Deaf and the Blind, Nancy K Perry Children's Shelter and other organizations in need in the local community.
- Hosted captivating nutrition education programs, including Fine Dining and the Future Chefs competition, as well as nutrition education on serving lines.
- Partnered with the Target Program, teaching and recruiting Lexington County School District Two students into the workforce.
- Expanded food choices with new options to meet the regional preferences of Lexington County School District Two students, identified through student feedback sessions and food events.

# **HENDRY** COUNTY **SCHOOL DISTRICT**





# 9 YEARS

7,000

# 11 CAMPUSES

- Implemented Taste4 and a robust a la carte program at all of the high schools, which resulted in a 10% increase in participation.
- Served as a key community partner to provide meal service for students and the community during the recovery from Hurricane Irma.
- Implemented two \$2,500 Sodexo scholarships for students that meet specified academic and needs-based criteria.
- Gave students a voice in menu development by conducting surveys and focus groups.
- Implemented specialty preorder and pickup menu for district employees to help the district attract and retain talent.
- Seamlessly converted 30 district employees to Sodexo with full benefits.
- Recently received Employee of the Year award by Goodwill of Southwest Florida.

# **ROCK HILL SCHOOLS**





 Conducted student focus groups and surveys in conjunction with Act of Kindness Day at the elementary schools and received feedback that students love the salad bars.

# 2 YEARS

17,000 STUDENTS SERVED

# 23 CAMPUSES

- Implemented age-specific marketing programs, such as Taste4, foodiE and The Clubhouse across all 23 campuses.
- Our executive chef and registered dietitian partnered with the school district to celebrate Saint Patrick's Day with our own version of "Green Eggs and Applesauce" to drive increased breakfast participation at the elementary schools.
- Partnered with our Rock Hill Schools' partners on the Read Across America Week event and supported the district by having our team wear the theme of the day.
- Launched the Lucky Bunny Tray Sticker program, which creates excitement for elementary students by marking random trays with a bunny sticker that can be returned for a prize.
- Drove participation with our new middle school offer, foodiE Café, by implementing a new salad bar and repositioning and ordering new serving line equipment to enhance the overall dining experience at Dutchman Creek Middle School.



ANNUAL REPORT OF THE FSMC'S LAST FISCAL YEAR OF OPERATION



# Attachment N

# Annual Report of the FSMC's last fiscal year of operation

The annual report for Sodexo's ultimate parent company, Sodexo SA, is enclosed on the USB drive submitted with this proposal.

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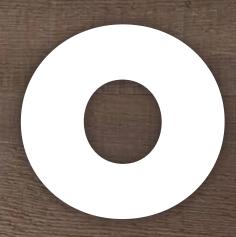




# ANNUAL REPORT OF SODEXO'S LAST FISCAL YEAR OF OPERATION

For a complete look at our financial condition, please see the fiscal year 2023 Universal Registration Document on the USB drive attached to the front of this proposal. In addition to financial details from the past fiscal year, the registration document also includes our corporate philosophy and overall business strategy, social responsibility objectives and accomplishments, corporate governance information and more.





# CERTIFICATION REGARDING DEBARMENT



### Attachment O

# **Certification Regarding Debarment**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

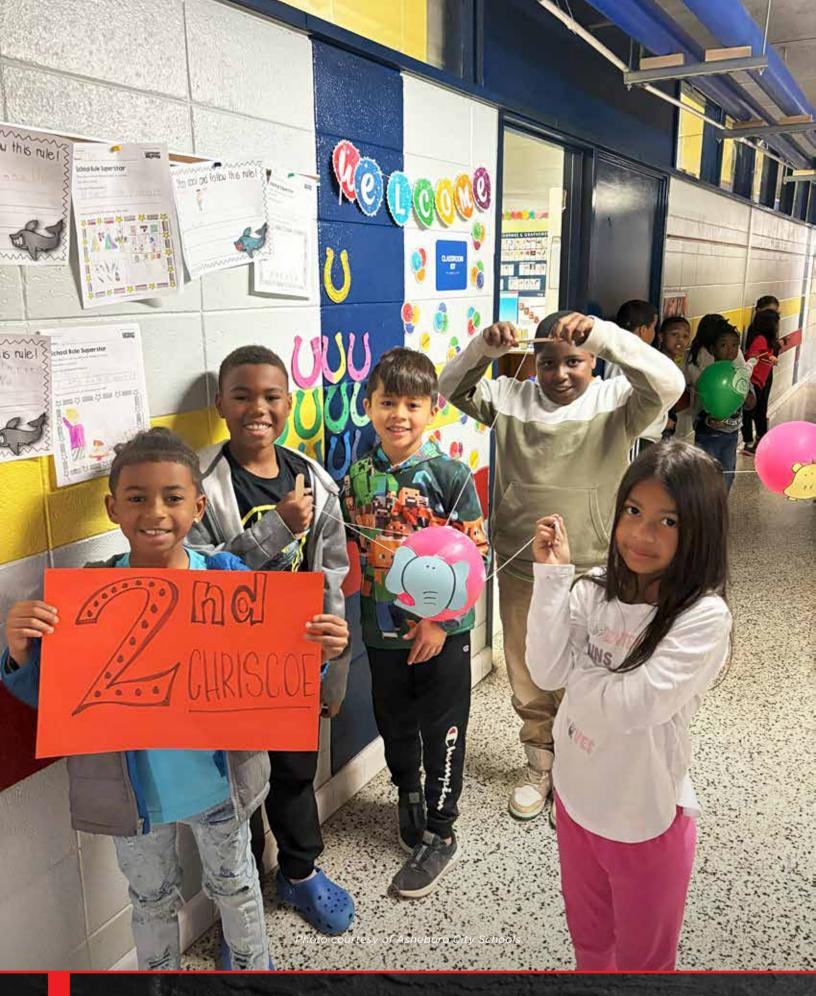
- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name	e of FSMC: _	Sodexo Management, Inc.	
Date:	April 23	3, 2024	
	David Newr	man	
By:	Chief Execu	utive Officer, Sodexo At School, North America	
		Name and Title of Authorized Representative	
		Signature of Authorized Representative	

NOTE: SFA must attach a copy of the of the Excluded Parties List System (EPLS) webpage indicating the potential Contractor has neither been debarred nor suspended.



DRUG-FREE WORKPLACE POLICY



### Attachment P

# **Drug-Free Workplace Policy**

# Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

- 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
- 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
- 6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by 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 the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

# **Certification Regarding Drug-Free Workplace Requirements**

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Asheboro City Schools 1126 S Park Street

Asheboro, NC 27203

# The undersigned certifies compliance with the Drug-Free Workplace Requirements

Sodexo Management, Inc

Name/Address of Organization

915 Meeting Street, Suite 1400 North Bethesda, MD 20852

David Newman Chief Executive Officer, Sodexo At School, North America

Name/Title of Submitting Official,/

Signature

April 23, 2024

Date





# NON-COLLUSION AFFIDAVIT

Upon award of contract, Sodexo Operations, LLC will complete the Sex Offender Registry Check Certification for all employees who will work on-site under the Terms and Conditions of said Contract.

# Attachment Q

#### Non-Collusion Affidavit

# Instruction for Non-collusion Affidavit

- 1. This non-collusion affidavit is material to any contract awarded pursuant to this proposal.
- 2. This non-collusion Affidavit must be executed by the member, officer, or employee of the potential vendor who makes the final decision on prices and the amount quoted in the proposal.
- 3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 potential vendor with responsibilities for the preparation, approval or submission of the proposal.
- 4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, an intentionally high or noncompetitive proposal, and any other form of proposal 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 proposal

# Attachment Q

#### Non-Collusion Affidavit

STATE OF Maryland

COUNTY OF Prince George's County

David Newman,

Chief Executive Officer, Sodexo At School, North America
\_\_\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the FSMC to submit the attached proposal. Affiant further States that the FSMC has not been a party to any collusion among FSMCs or other parties in restraint of freedom of competition by agreement to submit a proposal at a fixed-price or to refrain from submitting a proposal; or with any State official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the potential vendor/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee citherative city or indirectly in the procuring of the award of a contact pursuant to this proposal.

Signed

Subscribed and sworn before me this 18th day of March 20 24

Notary Public (or Clerk or Judge) famely 3. Wight

My commission expires July 20, 2026

PAMELA J. WRIGHT Notary Public - State of Maryland Prince George's County Commission Expires Jul 20, 2026

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CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

# Attachment R

# Certificate of Independent Price Determination

State of Maryland :
Contract/Proposal Title: REQUEST FOR PROPOSAL: # 147-2024-FSMC AND CONTRACT
County of <u>Carroll</u> :
Chief Executive Officer,  I state that I am Sodexo At School, North America of Sodexo Management. Inc.  (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 proposal.
I state that:
The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, or potential vendor.
Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a potential vendor, and they will not be disclosed before proposal opening.
No attempt has been made or will be made to induce any firm or person to refrain from Submitting a proposal for this this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
The proposal of my firm has 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 proposal.
Sodexo Management, Inc. , its affiliates, subsidiaries, officers, directors, (Name of FSMC)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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k Jamesage (111a - Ny h

(Name of FSMC) Sodexo Management, Inc.

states that <u>David Newman, Chief Executive Office, Sodexo At School, North America</u> understands and acknowledges that the above representations are material and important, and will be relied on by Asheboro City Schols in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Asheboro City Schools of the true facts relating to submission of proposals for this contract.

Sodexo Management, Inc.

(Name of FSMC)

David Newman

(Print Name of Authorized Representative)

(Signature of Authorized Representative)

SWORN TO SUBSCRIBED

of March 18th DAY

OTARY PUBLIC

My commission expires: July 20, 2026

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PAMELA J. WRIGHT Notary Public - State of Maryland Prince George's Count, My Commission Expires 1:4.76, 2026





FORM TO REPORT LOBBYING

#### Attachment S

# **Certification Regarding Lobbying**

# 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
- 2. Identify the status of the covered Federal Action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. 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 "sub-awardee", 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 bid/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.
  - a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
  - b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

# **Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee Asheboro City Schols in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Asheboro City Schools in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Sodexo Management, Inc.
915 Meeting Street, Suite 1400
North Bethesda, MD 20852 Name/Address of Organization
Name/Address of Organization
David Newman Chief Executive Officer, Sodexo At School, North America
Name/Title of Submitting Official
Signature
April 23, 2024
Date

# **Disclosure Form to Report Lobbying Activities**

Disclosure of Lobbying Activities

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

(See next page for public burden disclosure.)

*Approved by OMB* 0348-0046

			0340-0040
1. Type of Federal Action:  Xa. contract X b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<u>X</u> a. p b. i	Federal Action: proposal/offer/application nitial award post-award	3. Report Type:  X a. initial offering b. material change  For Material Change Only: Year Quarter Date of last report
4. Name and Address of Reporting Entity:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:	
_XPrimeSub-awardee		Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 915 Meeting Street, Suite 1400	
Tier, if known:		North Bethesda, Maryland 208	352
Congressional District, if know	wn:	Congressional District, if k	known: N/A
6. Federal Department/Agenc U.S. Congress, Department of D		7. Federal Program Name/	Description:
White House, EPA,USDA, Depa Labor	rtment of	CFDA Number, if applicate	ble:
8. Federal Action Number, if	known:	9. Award Amount, if know	n:
Unknown		s Unknown	

10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its affiliates 915 Meeting Street, Suite 1400 North Bethesda, Maryland 20852 (Attach continuation sheet(s) if necessary)	b. Individuals Performing Services  (Incl. Address if different from No. 10a) (last name, first name, MI): and subsidiaries.  McGlockton, Joan R.
11. Amount of Payment (check all that apply):  \$Actual Planned  12. Form of Payment (check all that apply):    a. cash    b. in-kind; specify:	13. Type of Payment (check all that apply):  a. retainer b. one-time fee c. commission d. contingent fee e. deferred In House Government Affairs Department f. other; specify:
officer(s), employee(s), or member(s)  Sodexo has not conducted any lobbying activities relageneral issues being addressed by the federal government (Attach co	ned or to be Performed and Date(s) of Service, including of contacted for Payment Indicated in Item 11:  uted to this or any other federal contract. Lobbying activities focus on ment.  untinuation sheet(s) if necessary)  Yes X No

16. Information requested through this form is authorized by article 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

David Newman

Title:

CEO Sodexo At School, North America

Telephone No:

202-819-2948

Date:

April 23, 2024

Federal Use Only:

Authorized for Local Reproduction of:

 $Standard\ Form-LLL$ 



# SEX OFFENDER REGISTRY CHECK



Upon award of contract, Sodexo Managment, Inc. will complete the Sex Offender Registry Check Certification for all employees who will work on-site under the Terms and Conditions of said Contract.

# Attachment T

# **Sex Offender Registry Check**

# **Sexual Offender Registry Check Certification Form**

Check the appropriate box to indic	ate the type of check:	
□ Initial		
□ Supplemental		
□ Annual	Chief Executive Officer, Sodexo	
I, David Newman (insert name)	Sodexo At School, Management, Inc., North America (insert title) of (insert Lhave performed all of the required sexual offender registry)	
company name) hereby certify that	I have performed all of the required sexual offender registry	
	ent for all contractual personnel (employees, agents, ownersh	ip
	y be used to deliver goods or provide services under this	•
	prolina Sex Offender and Public Protection Registration Progr	am,
	nt Predator Registration Program, and the National Sex Offen	
	e of the individuals listed below appears on any of the above-	
	assign any individual to deliver goods or perform services ur	der
	ppears on any of the sex offender registries. I agree to mainta	
	ed with these registry checks, and that I will provide such rece	
	request. I specifically acknowledge that the school retains th	
	re compliance with this section at any time in the school's sol	
	n required to perform these checks and provide this certificati	
form before any work is performed	under the Agreement (initial check), any time additional	
	under the Agreement (initial check), any time additional work under the Agreement (supplemental check), and at each	h
contractual personnel may perform	work under the Agreement (supplemental check), and at each	h
	work under the Agreement (supplemental check), and at each	n
contractual personnel may perform	work under the Agreement (supplemental check), and at each	h
contractual personnel may perform anniversary date of the Agreement	work under the Agreement (supplemental check), and at each (annual check).	n
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names	work under the Agreement (supplemental check), and at each (annual check).	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1.	work under the Agreement (supplemental check), and at each (annual check).	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1.  2.	work under the Agreement (supplemental check), and at each (annual check).	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1.  2.  3.	work under the Agreement (supplemental check), and at each (annual check).	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5.	work under the Agreement (supplemental check), and at each (annual check).  Job Title	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1.  2.  3.  4.	work under the Agreement (supplemental check), and at each (annual check).  Job Title	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1	work under the Agreement (supplemental check), and at each (annual check).  Job Title	h
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1	work under the Agreement (supplemental check), and at each (annual check).  Job Title	n
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5. (attach additional page(s) if needed  I attest that the forgoing information	work under the Agreement (supplemental check), and at each (annual check).  Job Title	n
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5. (attach additional page(s) if needed  I attest that the forgoing information  David Newman	work under the Agreement (supplemental check), and at each (annual check).  Job Title	n
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5. (attach additional page(s) if needed  I attest that the forgoing information	work under the Agreement (supplemental check), and at each (annual check).  Job Title	
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5. (attach additional page(s) if needed  I attest that the forgoing information  David Newman (print name)	work under the Agreement (supplemental check), and at each (annual check).  Job Title  Job Title  Some is true and accurate to the best of my knowledge.  (signature)	<u></u>
contractual personnel may perform anniversary date of the Agreement  Contractual Personnel Names  1. 2. 3. 4. 5. (attach additional page(s) if needed  I attest that the forgoing information  David Newman (print name) Chief Executive Officer,	work under the Agreement (supplemental check), and at each (annual check).  Job Title  Job Title  Some is true and accurate to the best of my knowledge.  (signature)	h

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UNALLOWABLE
SFA/FSMC
CONTRACT
PROVISIONS



Sodexo has reviewed the list below and ensures that no items listed are include in our proposal.

#### Attachment U

#### 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 these areas have not been included, in any form. Indicate with a check mark  $(\checkmark)$  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.

Che	eck (	✓) as described above.
	1.	Cost Plus a Percentage of Cost/Incomecost plus a percentage of cost/income to the FSMC, however represented.
	2.	<b>Duplicate Fees</b> fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
	3.	<b>Purchasing</b> if the SFA does the purchasing, clauses that limit the selection of vendors to only 8FSMC-approved vendors; (FSMC may not serve as a vendor).
	4.	Acceleration Clauseprovisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
	5.	Interest Paymentsinterest payments to the contractor, however represented, including interest payments for equipment purchases.
	6.	<b>Guaranteed Return</b> —"guaranteed return" provisions unless the "return" remains in the nonprofit School Nutrition Program account. "Returns" cannot be contingent upon multi-year contract duration.
	7.	<b>Delegation of SFA Responsibilities</b> FSMC responsibility for any of the functions that must be retained by the SFA.
	8.	Automatic Renewalprovisions which automatically renew the contract.
	9.	<b>Processing Contracts</b> contract document language that permits the FSMC to subcontract USDA Foods for further processing.
	10.	Rebates, prepayment or other procurement bonuses, special promotionscontract document language that permits rebates, special promotions, other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA's nonprofit School Nutrition Program
For of o	the locur	item(s) above not checked ( $\checkmark$ ), indicate item number(s) with corresponding page number(s) ment(s) where provision(s) appears.
Nar	ne an	d Title of SFA Official conducing check of Proposal  Date





REQUIRED DOCUMENTS



# TABLE OF Contents

- 01 Property of Sodexo
- **02** Statement of Intent
- 03 Continuation Plan
- 04 Certificate of Insurance
- 05 License to Do Business
- 06 L. Firm Offer
- 07 Contract/Agreement Authorization
- 08 Certificate of Authority

This proposal contains proprietary and confidential information of Sodexo. It may not be disclosed to third parties without Sodexo's prior written consent. As the recipient of this proposal, you agree to use due care to prevent its unauthorized use.



#### PROPERTY OF SODEXO

This proposal remains the property of Sodexo. No part of this proposal may be reproduced or transmitted in any form or by any means. It is presented with the express understanding and agreement that the information and data herein will be solely for internal use. Except where required by law, any other use, duplication or review requires express permission of Sodexo. Proposal will be valid for a period of 90 days. This proposal is submitted in the name of Sodexo. However, if awarded this bid, Sodexo will contract under Sodexo Management, Inc.

#### STATEMENT OF INTENT

The future will bring new challenges and opportunities requiring innovative changes and management expertise. To this, we pledge our complete support.

#### **CONTINUATION PLAN**

Your reinvigorated foodservice program will launch seamlessly, on time and within budget. In doing so, we pledge to bring the quality, expertise and innovation necessary to strengthen our partnership and achieve the District's goals.

At the start of the new contract, we will hold a meeting with key stakeholders to review expectations. We are committed to continue the following:

- Improve healthy meal options
- Deliver comprehensive nutrition education and wellness programs
- Offer innovative dining experiences
- Provide world-class training and development programs
- Achieve excellence in operational processes and organizational improvement
- Positively impact the community for many years to come



Expect specific, sustainable and measurable management plans that serve as clear and definite blueprints for achieving your long-term nutrition management goals.

**ACORD** 

#### CERTIFICATE OF LIABILITY INSURANCE

11/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. PHONE (A/C. No. Ext): (866) 283-7122 Chicago IL Office 200 East Randolph Chicago IL 60601 USA E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE 22667 INSURED INSURER A ACE American Insurance Company Sodexo, Inc Indemnity Insurance Co of North America 43575 INSURER B: 9801 Washingtonian Boulevard Suite 1012 INSURER C Gaithersburg MD 20878-5355 USA INSURER D INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570102604580 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

	JLL					. LIMITS SHOWN MAY				- Lillits silo	wn are as requested
TYPE OF INSURANCE		INSD	SUBR WVD		BER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
1	Х	COMMERCIAL GENER	RAL LIABILITY			OGLG46676129 SIR applies per			11/01/2024	EACH OCCURRENCE	\$4,000,000
Ī		CLAIMS-MADE	X OCCUR			SIR applies per	policy ten	iis & condi	LIONS	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
Ī	Х	SIR								MED EXP (Any one person)	Excluded
										PERSONAL & ADV INJURY	\$4,000,000
ŀ	GEI	N'L AGGREGATE LIMIT	APPLIES PER:							GENERAL AGGREGATE	\$14,000,000
Ī		POLICY PRO- JECT	X LOC							PRODUCTS - COMP/OP AGG	\$14,000,000
Ī		OTHER:	<u> </u>							Liquor Liability Limit	\$2,000,000
	AUT	TOMOBILE LIABILITY				ISA H10781322		11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$4,000,000
ŀ	Х	ANY AUTO								BODILY INJURY ( Per person)	
ŀ		OWNED	SCHEDULED							BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS ONLY	AUTOS NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
+		UMBRELLA LIAB	OCCUR							EACH OCCURRENCE	
ŀ										AGGREGATE	
ŀ		EXCESS LIAB	CLAIMS-MADE	_						Additedate	
4		DED RETENTION				L II DOF 2072 41 4		11 (01 (2022	11 /01 /2024		
		ORKERS COMPENSATI	ON AND Y/N			WLRC52072414 AOS		11/01/2023	11/01/2024	X PER STATUTE OTH-	
	AN	Y PROPRIETOR / PARTNI FICER/MEMBER EXCLUD	ER / EXECUTIVE	N/A		SCFC52072505		11/01/2023	11/01/2024	E.L. EACH ACCIDENT	\$2,000,000
	(Ma	andatory in NH) es. describe under	JED!			WI				E.L. DISEASE-EA EMPLOYEE	\$2,000,000
	DE	SCRIPTION OF OPERA	ATIONS below							E.L. DISEASE-POLICY LIMIT	\$2,000,000
	Ex	cess Workers C	Compensation			WCUC52072566		11/01/2023	11/01/2024	EL Each Accident	\$2,000,000
						OH SIR applies per	policy ter	ns & condi	tions	EL Disease - Policy EL Disease - Ea Emp	\$2,000,000
						101, Additional Remarks So				•	,,
id	enc	ce of Insurance	2.	·							\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000
ΞR	TIF	ICATE HOLDER	1				CANCELLA	ATION			
								N DATE THERE		IBED POLICIES BE CANCELLE ILL BE DELIVERED IN ACCORD	D BEFORE THE ANCE WITH THE
		Sodexo, Inc. a 9801 Washingto	and its Subsid onian Boulevar	iarie d	es		AUTHORIZED R	EPRESENTATIVE	E		
		Suite 1012 Gaithersburg M	MD 20878-5355	USA			Q	lon R	isk Ser	vices Central,	Inc.

ACORD 25 (2016/03)

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**AGENCY CUSTOMER ID:** 570000029648

LOC #:

#### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED Sodexo, Inc.	
POLICY NUMBER See Certificate Number: 570102604580		
CARRIER NAIC CODE		
See Certificate Number: 570102604580		EFFECTIVE DATE:
ADDITIONAL REMARKS		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER		

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
Α		N/A		WLRC52073923 AZ	11/01/2023	11/01/2024		

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 570000029648

LOC #:

#### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

_		
AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		Sodexo, Inc.
POLICY NUMBER See Certificate Number: 570102604580		
CARRIER	NAIC CODE	
See Certificate Number: 570102604580		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum - AI

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding Workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

ACORD 101 (2008/01)

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## **NORTH CAROLINA**

#### **Department of The Secretary of State**

#### AMENDED CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### SODEXHO MANAGEMENT, INC.

is hereby issued an Amended Certificate of Authority evidencing its name change from SODEXHO MARRIOTT MANAGEMENT, INC.. A copy of the application for an amended certificate of authority conforming to the requirements of the general statutes of North Carolina is attached.



Document Id: 210939084

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 3rd day of April, 2001

6 laine I. Marshall

Secretary of State

SOSID: 0192959 Date Filed: 4/3/2001 4:08 PM Elaine F. Marshall North Carolina Secretary of State

210939084

## State of North Carolina Department of the Secretary of State APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

Pursuant to §55-15-04 of the General Statutes of North Carolina, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in the State of North Carolina and for that purpose submits the following statement.

1.	The name of the corporation is: Sodexho Marriott Management, Inc.
2	The name the corporation is currently using in the State of North Carolina is:
2.	
	Sodexho Marriott Management, Inc.
3.	The state or country of incorporation is: New York
	The date the corporation was authorized to transact business in the State of North Carolina is:
4.	
	July 31, 1986
5.	This application is filed for the following reason (complete all applicable items):  a. The corporation has changed its corporate name to:*
	Sodexho Management, Inc.
	b. The name the corporation will hereafter use in the State of North Carolina is changed to:
	Sodexho Management, Inc.
	c. The corporation has changed its period of duration to:
	d. The corporation has changed the state or country of its incorporation to:
6.	Attached is a certificate attesting to the change, duly authenticated by the secretary of state or other official having custody of corporate records in the state of country of incorporation.
7.	If the corporation is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its board of directors, certified by its secretary, adopting the fictitious name is attached.
8.	This application will be effective upon filing, unless a date and/or time is specified:
Thi	is the 6th day of March , 2001
	Sodexho Marriott Management, Inc.
	Name of Corporation
	Tourcha!
	Signature
	Anastasia E. Sweeney, Assistant Secretary
	Type or Print Name and Title
NO 1. 2.	TES: Filing fee is \$50. One executed original and one exact or conformed copy of this application must be filed with the Secretary of State.  If the name of the corporation as changed is unavailable for use in North Carolina, indicate this fact and state the name the corporation wishes to use in North Carolina on 5b. (See NCGS §55-15-06)

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

## State of New York Department of State

I hereby certify, that A Certificate of Amendment SODEXHO MARRIOTT MANAGEMENT, INC., changing its name to SODEXHO MANAGEMENT, INC., was filed 03/14/2001. INC. A diligent examination of the index of corporation papers filed in this Department for a certificate or record of a dissolution was done, and upon such examination, no such certificate or record has been found, and so far as indicated by the records of this Department, such corporation is a subsisting corporation, with perpetual duration.



Witness my hand and the official seal of the Department of State at the City of Albany, this 16th day of March two thousand and one.

Special Deputy Secretary of State

200103190415 59



### **NORTH CAROLINA**

#### **Department of The Secretary of State**

#### AMENDED CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### SODEXO MANAGEMENT, INC.

is hereby issued an Amended Certificate of Authority evidencing its name change from **Sodexho Management, Inc.**. A copy of the application for an amended certificate of authority conforming to the requirements of the general statutes of North Carolina is attached.



Document Id: C20080990109

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of April, 2008

Elaine 4. Marshall
Secretary of State

SOSID: 0192959 Date Filed: 4/8/2008 4:03:00 PM Elaine F. Marshall North Carolina Secretary of State C200809901098

#### State of North Carolina Department of the Secretary of State APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

Pursuant to §55-15-04 of the General Statutes of North Carolina, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in the State of North Carolina and for that purpose submits the following statement.

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1.	1. The name of the corporation is: Sodexho Management, Inc.	<u> </u>
2.	2. The name the corporation is currently using in the State of North Carolina is:	
	Sodexho Management, Inc.	
2	3. The state or country of incorporation is: New York	
3.		
4.	4. The date the corporation was authorized to transact business in the State of North Carolina is:	
	July 31, 1986	
5.	<ol> <li>This application is filed for the following reason (complete all applicable items):</li> <li>a. The corporation has changed its corporate name to:*</li> </ol>	
	Sodexo Management, Inc.	
	b. The name the corporation will hereafter use in the State of North Carolina is changed to	
	c. The corporation has changed its period of duration to:	
	d. The corporation has changed the state or country of its incorporation to:	
6.	<ol> <li>Attached is a certificate attesting to the change, duly authenticated by the secretary of state or corporate records in the state of country of incorporation.</li> </ol>	other official having custody of
7.	<ol> <li>If the corporation is required to use a fictitious name in order to transact business in this State board of directors, certified by its secretary, adopting the fictitious name is attached.</li> </ol>	, a copy of the resolution of its
8.	8. This application will be effective upon filing, unless a date and/or time is specified:	
	This the 24 day of March, 2008	
	Soderho Managemen	t, Inc.
	Name of Corpora	ion
	Bry 1	e C
	Signature	
	George Chavel, Pr	esident
	Type or Print Name a	
NO 1. 2.	the state of the s	tary of State. ne the corporation wishes to use in North
~	CORPORATIONS DIVISION P.O. BOX 29622	RALEIGH, NC 27626-062

CORPORATIONS DIVISION

#### L. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals, offeror understands and agrees that it is making a firm offer to enter into a Contract, which may be accepted by SFA and which will result in a binding Contract. Such proposal is irrevocable for a period of ninety (20) days after the time for opening of proposals has passed.

(Authorized Representative of FSMC shall initial and date here to indicate agreement)

#### M. Contract Award

In accordance with 2 CFR § 200.320(d)(4), a firm fixed-price contract that yields a maximum allowable cost (based on a fixed-price per meal equivalent and a fixed-price per meal equivalent for management services) will be awarded to the FSMC whose proposal is most advantageous to the SFA, with price and other factors considered in the evaluation process. The Contract will be awarded to the most responsive, responsible contractor whose proposal reflects the priorities, as reflected in the evaluation criterion, established by the BOE herein.

#### N. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets).

#### O. Protest Procedure

Protests of awards exceeding \$10,000.00 in value shall be submitted to the SFA's Board Chair within fifteen (15) calendar days from the date of the Contract award. The protest shall be in writing and shall address specific areas of concern or dispute. Documentation shall be provided to support the dispute. Address protests to:

Michael Smith – Board Chair 1126 S Park Street Asheboro, NC 27203 and Scott Eggleston Ivey & Eggleston 111 Worth Street Asheboro, NC 27203-5517

#### III. STANDARD TERMS AND CONDITIONS

#### A. Definitions

The following definitions shall apply within this document and its attachments:

. "Accounting Periods" means each month throughout the fiscal year from July 1 to June 30.

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#### CONTRACT/AGREEMENT AUTHORIZATION

Offeror certifies that FSMC shall operate in accordance with all applicable Federal and State relations and local policies. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein. This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods; any contract amendment shall receive prior written approval from NCDPI prior to execution.

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

ATTEST:		SCHOOL FOOD AUTHORITY:
		Name of SFA
		Name of StA
		Signature of Authorized Representative
		Printed Name of Authorized Representative
		Title
		Date Signed
ATTEST:		FOOD SERVICE MANAGEMENT COMPANY:
		Name of FSMC
		Signature of Authorized Representative
		David Newman Printed Name of Authorized Representative
		Chief Executive Officer, Sodexo At School, North America Title
		Date Signed
This Agreement has been approved as required by	the School	
Signature of Chief Financial Officer	Print Name	Date

#### CERTIFICATE OF CORPORATE AUTHORITY

I, the undersigned, do hereby certify that:

- I am the Corporate Secretary of Sodexo Management, Inc. (the "Corporation"), a corporation formed and existing under the laws of the State of New York, having offices at 915 Meeting Street North Bethesda, Maryland, and that as such officer I am authorized to execute this certificate on behalf of the Corporation; and
- By Resolution duly adopted by the Corporation in accordance with its governing documents, the Corporation has delegated to certain specified officers, employees, and agents of the Corporation (the "Authorized Representatives") the power and authority to enter into on behalf of the Corporation certain specified contractual agreements or to take certain specified actions on behalf of the Corporation (the "Authorized Agreements and Actions") and to legally bind the Corporation and its wholly owned subsidiaries by executing said agreements or taking such actions; and
- There is no provision in the governing documents of the Corporation limiting the power of the Corporation to pass the Resolutions and the Resolutions are in conformity with the provisions of the governing documents of the Corporation; and
  - The Resolution is presently in full force and effect; and
- Executives with the title President, Executive Vice President, Senior Vice President, Vice President, Divisional Vice President, CEO, COO, CFO and CIO within the Corporation are Authorized Representatives. David Newman is CEO of At School Division North America, thereby is deemed an Authorized Representative and is therefore authorized to execute contracts and leases on behalf of the Corporation and its affiliates.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 17th day of April 2024.

Joan McGlockton, Corporate Secretary Sodexo Management, Inc.

STATE OF MARYLAND COUNTY OF Montgomery

On this 17th day of April 2024, before me, Pamela J. Wright, the subscribed Notary Public, personally knows Joan McGlockton, who acknowledged herself to be the Corporate Secretary of Sodexo, Management, Inc., and that as such Corporate Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public My Commission Expires: July 20, 2026

PAMELA J. WRIGHT Notary Public - State of Maryland Prince George's County Commission Expires Jul 20, 2026



## Request for Proposal

Please see a copy of the Asheboro City Schools Request for Proposal #147-2024-FSMC and Contract and Addendum immediately following this page. Please also refer to the USB included with this proposal for a complete electronic copy of this proposal.

#### NOTICE

Changes to the Request for Proposal (RFP)/Contract Terms and Conditions are strictly prohibited unless pre-approved by the North Carolina Department of Public Instruction. The Local Education Agencies will have an opportunity to make modifications to the RFP/Contract template to reflect individual goals, priorities, and procedures that are unique to the Local Education Agency. These modifications MUST be approved, in advance, by the North Carolina Department of Public Instruction. In compliance with Federal regulations (7 CFR § 210.16(10)), Local Education Agencies that make changes to the RFP/Contract terms that have not been approved by the North Carolina Department of Public Instruction MAY NOT use School Nutrition funds to pay the Food Service Management Company. The RFP/Contract includes language which emphasizes recent guidance issued by the United States Department of Agriculture regarding procurement. Section III, subsection F, of this RFP/Contract requires the School Food Authority to ensure the Food Service Management Company complies with ALL applicable competitive procurement requirements and ensures free and open competition in the procurement of goods and services. This section also restates the United States Department of Agriculture's requirement that the Contract must be awarded to the most responsive and responsible vendor whose proposal is most advantageous to the School Nutrition Program with price and other factors considered, of which cost must be the primary consideration.

Local Education Agencies may not make changes to the RFP/Contract after the final document has been reviewed and approved by the North Carolina Department of Public Instruction.

#### ASHEBORO CITY SCHOOLS

**REQUEST FOR PROPOSAL # 147-2024-FSMC** 

**AND** 

**CONTRACT** 

Asheboro City Schools School Nutrition 1126 S Park Street Asheboro, NC 27203 (336) 625-5104 In accordance with Federal civil rights law and U.S. Department of Agriculture ("USDA") civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination Complaint Form</u>, (A D-3027) found online at: <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue SW

1400 Independence Avenue SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: <u>program.intake@usda.gov</u>.

This institution is an equal opportunity provider.

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#### I. INTRODUCTION

This document contains a Request for Proposals and subsequent Contract for a Food Service Management Company (hereinafter referred to as the "FSMC") to operate the nonprofit School Nutrition Program(s) for Asheboro City Schools Board of Education. The Local Education Agency (hereinafter referred to as the "LEA") participates in the United States Department of Agriculture's (hereinafter referred to as the "USDA") School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement and subsequent Contract. Upon acceptance by both parties and approval of the North Carolina Department of Public Instruction (hereinafter referred to as the "NCDPI"), this document shall constitute the Contract between the offeror and the LEA's Board of Education on behalf of the LEA's School Food Authority (hereinafter referred to as the "SFA").

The NCDPI is not and will not be a party to any contract between a local Board of Education, on behalf of its SFA, and a FSMC. The local Board of Education has full responsibility for ensuring the terms and conditions of the Contract are fulfilled. The NCDPI has no involvement with, or enforcement of, the Contract; however, NCDPI may deny payment for meals received or purchased under an invalid Contract.

#### II. REQUEST FOR PROPOSALS

#### A. Legal Notice

Notice is hereby given that the Asheboro City Schools Board of Education (hereinafter referred to as the "BOE"), on behalf of its SFA, intends to examine alternatives to the operation of its current School Nutrition Program.

No intent should be construed from this legal notice that the SFA intends to enter into a Contract with any p party for alternative School Nutrition operation unless, in the sole opinion of the BOE, out-sourcing the Federally assisted School Nutrition Program(s) is in the SFA's best interest.

The BOE reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in BOE's opinion, is not in the best interest of the SFA.

All costs involved in preparing and submitting a response to this Request for Proposals (hereinafter referred to as the "RFP") shall be borne in full by the party incurring said cost.

In accordance with 2 CFR §§ 200.112 and 200.318, SFA's officers, employees, or agents shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors or potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under Federal, State, or local laws, rules, regulations, or policies, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

Offerors responding to this RFP will be referred to as the FSMC, and any Contract that may arise from this RFP will be between the FSMC and the BOE on behalf of the SFA.

#### **B.** Letter of Intent

Each FSMC must prepare a "Letter of Intent" that describes the offeror's intent and capacity to provide services. The Letter of Intent must also address each of the areas described in items 1 - 6 below. The Letter of Intent must be submitted and identified as Attachment A as part of the sealed proposal.

Each FSMC must submit for consideration such records of work and further evidence as may be required by the SFA regarding experience, financial standing, and assurance they have suitable resources (financial, personnel managerial experience, etc.) to satisfactorily complete the work as specified and in accordance with the Terms and Conditions. Each FSMC shall submit the following qualification or equivalent documentation with the sealed proposal and shall include the information listed below:

- 1. Documentation indicating FSMC is incorporated or licensed to do business in the State of North Carolina and in good standing with all Federal, State and local regulatory institutions, including revenue departments;
- 2. FSMC must submit a bid bond or certified check in the amount of 10% of the current projected annual operating costs to show good faith; the bid bond or certified check must be enclosed with the sealed Proposal. If the RFP indicates the SFA plans to participate in the Summer Food Service Program, the bid bond shall cover the amount as described in Part III, E. Summer Nutrition Programs. The bid bond may be obtained only from surety companies listed in the current Department of the Treasury Circular 570.
- 3. The successful FSMC, upon award of the Contract, will issue a performance bond in the amount of the Contract. Documentation of this requirement must be included in the letter of intent. Simultaneously, with the delivery of the executed Contract, the successful FSMC must provide to the SFA the executed surety bond as required to be held as security for the SFA for the faithful performance by the FSMC of all terms and conditions of the Contract. The performance bond may be obtained only from surety companies listed in the current Department of the Treasury Circular 570.
- 4. Documentation indicating FSMC has been doing business with similar SFAs or other similar institutions and is familiar with Federal and State regulations pertaining to the operation of a non-profit School Nutrition Program.
- 5. Annual reports for financial Statements must be certified by a Certified public Accountant for the past year and must be provided in the sealed Proposal; and
- 6. A statement indicating an authorized representative of the FSMC must provide written proof of authority and must certify, in writing, the acceptance of the Terms and Conditions prior to the execution of the Contract.

#### C. Request for Proposals (RFP)

The Asheboro City Schools Board of Education is accepting competitive proposals for a Food Service Management Company to operate the LEA's Nonprofit School Nutrition Program(s) for a twelve-month period beginning July 1, 2024 and ending June 30, 2025 with options to renew the Contract for four (4) additional terms of one year each.

Additional information required to adequately respond to this **RFP** may be obtained from SFA's business office (336) 625-5104.

The FSMC shall offer written assurances that all activities addressed in the RFP will be conducted in a manner consistent with the goals of the SFA's School Nutrition Program(s) and to provide nutritious, high quality, wholesome, student-appealing meals at an economical price and in an attractive, appealing, and positive environment that promotes students' self-esteem while simultaneously complying with all laws, regulations, statues, and policies that govern the Federally assisted School Nutrition Programs.

In order for a proposal to be deemed a responsive, offerors shall submit a complete response to this RFP, including all required documents, certifications, and other artifacts in the manner in which they are requested in the RFP. Failure to follow the instructions provided in this RFP, or amending any specifications or Terms and Conditions therein, shall deem the offeror unresponsive.

This request should be clearly understood as a "Request for Competitive Proposals" (commonly referred to as a "Request for Proposals" or "RFP" and not an "Invitation for Sealed Bids"). The Competitive Sealed Proposal method differs from the Competitive Sealed Bid in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal; and
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

The BOE reserves the right to reject any and all proposals and to waive any minor technicalities in order to take the actions it deems to be in the best interest of the SFA.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

As provided herein, under State law and/or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award for the purposes of clarification and to assure full understanding of all terms and conditions of the offeror's response to this RFP and subsequent Contract requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition and transparency in accordance with 2 CFR § 200.319, 7 CFR §§ 210.16 and 210.21, and all USDA clarifying policy memoranda for these regulations.

The solicitation and award of the FSMC Contract will be in strict accordance with 2 CFR § 200.318(c)(1) regarding the standards of conduct that prohibit real or apparent conflicts of interest and disciplinary actions to be applied for violations of such standards. Further, all procurement transactions shall be conducted in a manner that provides full and open competition consistent with the standards set forth in 2 CFR § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

SFA shall not implement restrictions that unfairly limit competition. Some of the situations considered to be restrictive of competition include but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.

#### **D. Pre-Proposal Meeting**

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be conducted on March 15<sup>th</sup>, 2024 at 1:30 pm at Central Office 1126 S. Park Street, Asheboro, NC 27203. **Attendance is required**. [Note: the SFA may not waive this requirement]. Vendor presentations will not be scheduled at this time. The purpose of this meeting is to provide interested and eligible offerors the opportunity to view the School Nutrition Program facilities and ask questions about the solicitation. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA. Written responses will be distributed electronically and in writing to all FSMCs that attended the pre-proposal meeting. Questions submitted after April 5<sup>th</sup>, 2024 will not be answered. [Note: The FSMC must be provided a minimum of six weeks to prepare the proposal.]

#### E. Proposal Submission and Award

SFAs must use this prototype FSMC RFP/Contract in order to use Federal School Nutrition Program funds to support the costs associated with the Contract. In accordance with Federal regulations, a SFA that does not comply with the required procurement procedures cannot be approved for participation in the School Nutrition reimbursement programs.

Competitive sealed proposals will be received until 2:00 pm, April 26th, 2024 and are subject to all specifications, terms, and conditions attached hereto. Proposals will not be accepted after this time. Proposals shall be submitted in a sealed envelope labeled "Food Service Management Company Proposal for Asheboro City Schools" and also marked with the respondent's return address. Collateral documents, including marketing materials, are not considered part of the proposal and must be submitted in a separate envelope or binder.

**Ten (10) copies** of the Competitive Sealed Proposals are to be submitted to:

Name of Agency: Asheboro City Schools
Mailing Address: 1126 S Park Street
Physical Address: 1126 S Park Street
City: Asheboro
State/Zip: NC, 27203
Attention:

Proposals will be opened at 2:00 pm (EST) on April 26th, 2024.

One copy of the Proposal must be provided to the NC Department of Public Instruction at the time proposals are received by the SFA. Please send via traceable means to:

Dr. Lynn Harvey 6515 Ben Bur Road Raleigh, NC 27612

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the proposal and considered responsive to this RFP. No

other documents submitted with the RFP/Contract will affect the Contract provisions. There shall be no modifications to the RFP/Contract language. Any additions, deletions or other modifications to the RFP/Contract that in any way change or negate the intent of the RFP/Contract as written shall automatically deem the offeror non-responsive to the entire solicitation.

The FSMC shall submit any and all question or requests for clarification in writing to the SFA no later than ten (10) days prior to the date the proposal is due. Responses to questions or requests for clarification shall be in the form of a RFP/Contract addendum and shall be distributed to all prospective offerors attending the pre-proposal meeting. Any and all communications with any prospective offeror shall be a matter of public record and transparent to all prospective offerors.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's BOE and/or LEA officials. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent Contract.

The offeror shall be incorporated or licensed to do business in the State of North Carolina. Respondents shall submit annual reports or financial statements for the past fiscal year in the format of an "accountant's review," including notes to the financial Statements provided by a Certified Public Accountant.

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/Contract prior to preparing and submitting a proposal; failure to do so will be at the offeror's own risk and it cannot secure relief on plea of error. SFA is not liable for any cost incurred by the offeror in submitting a proposal. Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is fully executed.

If additional information is requested, please contact Angie Allen, School Nutrition Program Director, <a href="mailto:aasheboro.k12.nc.us">aallen@asheboro.k12.nc.us</a>.

Any additional information provided to one offeror will be available to all offerors.

#### F. Late Proposals

Time is of the essence. Any proposal submitted after the time specified for receipt shall not be considered and will be returned unopened.

#### G. Altering, Amending, or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

#### H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

#### I. Evaluation Process

Proposals will be evaluated by a qualified evaluation committee appointed by the BOE. A qualified evaluation committee is one that consists of individuals who are (1) familiar with the administration and operation of the Federally assisted School Nutrition Programs; (2) familiar with the financial and other resources within the LEA and SFA; (3) familiar with the goals and priorities of the BOE; (4) familiar with the community in which

the LEA is located; (5) familiar with the needs and interests of students who will ultimately be served by the FSMC; and, (6) other qualified individuals as recommended by the BOE. The evaluation committee shall, based on the offers as set out above and the criteria, categories, and assigned weights as stated herein below (to the extent applicable), make a recommendation to the BOE. Ideally, evaluation committee members shall consist of BOE members, LEA officials, SFA employees, and other individuals who have a vested interest in the success of the nonprofit School Nutrition Program(s). Any agent for, consultant of, employee of, representative of, or anyone who stands to benefit financially or otherwise from the BOE's contract with the FMSC in any manner shall be precluded from participating in the RFP and subsequent Contract. Anyone with a real of perceived conflict of interest shall not be permitted to serve on the Evaluation Committee.

Each area of the award criteria must be addressed in detail in the Proposal. SFA intends to receive presentations from qualified offerors as well as provide an opportunity for members of the evaluation committee to ask questions of the prospective FSMC. Presentations and interviews are tentatively scheduled for May  $14^{th}$ , 2024, between 12:00 pm - 5:00 pm, Central Office Board Room, 1126 S Park Street, Asheboro, NC 27203. Upon proposal opening, FSMCs will be notified of their scheduled presentation time if such is indicated.

#### J. Weighted Evaluation Criteria

Proposals shall be evaluated using only the weighted criteria stated in this RFP; no other considerations shall be considered in evaluating the proposal as long as the offeror has been deemed to be reliable and responsible and the proposal is deemed responsive. SFA shall determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.

(15) points Cost and Financial Proposal (total cost of the proposal; must be assigned the greatest number of points in the weighted scale)

Si carest manneti (	or points in the weighted search
(10) points	Plan to ensure the highest food quality available for students
(10) points	Plan to continuously increase student participation
(10) points	Plan for Program Expansion and Community Engagement
(5) points	Plan for engaging teachers, staff and others in the School Nutrition
_	Program
(10) points	Plan for engaging students in the School Nutrition Program
(10) points	Personnel Management and Professional Development Plan
(10) points	Innovation
(5) points	Year-round Promotion and Marketing of the School Nutrition
	Program
(5) points	Plan for exceeding Food Safety operations and inspection scores
(10) points	Nutrition Experience and References

100 points TOTAL

#### **K.** Pre-Award Clarification

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 and to negotiate a best and final offer if indicated. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

#### L. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals, offeror understands and agrees that it is making a firm offer to enter into a Contract, which may be accepted by SFA and which will result in a binding Contract. Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposals has passed.

\_\_\_\_\_ (Authorized Representative of FSMC shall initial and date here to indicate agreement)

#### M. Contract Award

In accordance with 2 CFR § 200.320(d)(4), a firm fixed-price contract that yields a maximum allowable cost (based on a fixed-price per meal equivalent and a fixed-price per meal equivalent for management services) will be awarded to the FSMC whose proposal is most advantageous to the SFA, with price and other factors considered in the evaluation process. The Contract will be awarded to the most responsive, responsible contractor whose proposal reflects the priorities, as reflected in the evaluation criterion, established by the BOE herein.

#### N. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets).

#### O. Protest Procedure

Protests of awards exceeding \$10,000.00 in value shall be submitted to the SFA's Board Chair within fifteen (15) calendar days from the date of the Contract award. The protest shall be in writing and shall address specific areas of concern or dispute. Documentation shall be provided to support the dispute. Address protests to:

Michael Smith – Board Chair 1126 S Park Street Asheboro, NC 27203 and Scott Eggleston Ivey & Eggleston 111 Worth Street Asheboro, NC 27203-5517

#### III. STANDARD TERMS AND CONDITIONS

#### A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means each month throughout the fiscal year from July 1 to June 30.

- 2. "Addenda" means written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, clarification, correction or deletion.
- 3. "Administrative Review (AR)" is a system of Federal/State reviews of SFAs that measures compliance with Federal, State, and local regulations and policies. The AR examines the nutritional, operational, and financial integrity of the School Nutrition Program(s) and the adequacy of the oversight of these programs. When the SFA is non-compliant with Federal and/or State regulations, a written Corrective Action Plan is required and funds may be withheld until such time as compliance is achieved; or in cases of critical violations, meals may be disallowed, funds may be permanently reclaimed, and the SFA may be terminated from the Program(s). The State agency (SA) will conduct an AR in the first year of each Contract between the SFA and FSMC and more frequently based upon risk assessments.
- 4. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
- 5. "Buy American" means the *Buy American* provision as described in Section 12(n) of the *National School Lunch Act* which requires schools participating in the National School Lunch Program (NSLP) to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the *Buy American* provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the SFA must follow the same *Buy American* provisions that the SFA is required to follow.
- 6. "Code of Federal Regulations (CFR)" 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. "Competitive Proposals" means a method of procurement whereby a technical proposal is solicited that explains how the prospective offeror will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.
- 8. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC's Proposal, as accepted by SFA in its sole discretion. The RFP/Contract is a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of School Nutrition Programs, a contract is executed by the authorized representatives of the BOE and SFA and the contractor that offers to provide services, materials, supplies, equipment, or other resources in accordance with all conditions and specifications in the solicitation documents for a price to be mutually agreed-upon by the FSMC and SFA prior to execution.

- 9. "Contract Documents" means the procurement specifications, requirements, and the RFP along with the responsive proposal, as applicable, and the resulting Contract.
- 10. "Cost reimbursable contract" means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed-price. Cost reimbursable contracts are not allowed under the Terms and Conditions of this solicitation.
- 11. "Direct Cost" means any Allowable Cost that is (i) incurred by FSMC in providing the goods and services that are identified in SFA's School Nutrition Program Budget and (ii) reasonably necessary in order for FSMC to perform the Services herein. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees. Direct costs are only allowed under the Terms and Conditions of this RFP/Contract for the quarterly reimbursement of personnel costs as SFA personnel transition to FSMC personnel should such costs be incurred.
  - 12. "Effective Date" means July 1<sup>st</sup> annually.
- 13. "Equipment" means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more. State law or policy may set stricter capitalization thresholds for equipment than the one set by Federal standards. Any SFA may use its own definition of equipment if its definition would at least include all items of equipment as defined here. State agency prior approval is required for all capital equipment items with an acquisition cost of \$5,000 or more unless the item is identified on the State agency approved list, if applicable.
- 14. "Execution of Contracts" means to complete and formally sign the legal document. For school meals purposes, it is the official signing of the contract by the SFA and the contractor, which indicates that the contract has begun (or has been renewed). Before any contract or amendment to an existing FSMC contract is executed, NCDPI must first review and approve the contract terms and ensure SFA has incorporated all NCDPI required changes into the contract or contract amendment.
- 15. "Expendable Equipment" means items utilized in the preparation of food, including, but not limited to, pots and pans, serving trays, dishes, glassware, silverware, linen, mops, brooms, and cleaning supplies. Expendable equipment also includes any item used in the Nonprofit School Nutrition Program with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.
- 16. "Firm, Fixed-Price Contract" means a price that is fixed at the inception of a contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision tied to a standard index. A firm, fixed-price contract is required between any FSMC and SFA in North Carolina. Under the firm, fixed-price contract, FSMC is required to perform the work described in the RFP/Contract for a firm, fixed-price to be negotiated prior to contract execution between the FSMC and the SFA. The firm, fixed-price will include all costs associated with fulfilling the contract's Terms and Conditions. No additional costs will be allowed in conjunction with the contract with the exception of personnel costs as SFA personnel transition to FSMC personnel. The fixed-price is not subject to any adjustment on the basis of

the contractor'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. Such allowance shall be in an amount mutually agreed upon between the FSMC and the SFA and will be stated as an amount per reimbursable meal equivalent served.

- 17. "FNS" means the Food and Nutrition Service of the United States Department of Agriculture.
- 18. "Food Service Management Company" ("FSMC") means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service in accordance with 7 CFR § 210.2. Under the Summer Food Service Program, FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in § 225.15. Food Service Management Companies may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. (*See* 7 CFR § 225.2.) Under the Child and Adult Care Food Program, an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. (*See* 7 CFR § 226.2.)
- 19. "FSMC's Proposal" means the FSMC's response to the RFP which ultimately becomes part of the Contract.
- 20. "FSMC's Responsibility" requires each FSMC to fully acquaint himself with conditions relating to the scope and restrictions attending the execution of this RFP/Contract. The failure or omission of a FSMC to acquaint himself with existing conditions within the LEA, county, or State shall in no way relieve the FSMC of any obligation with respect to the proposal or Contract.
- 21. "Gross Receipts" means the total of all cash receipts and reimbursements received by the SFA and other revenue under the SFA's nonprofit School Nutrition Program.
- 22. "Identified Student Percentage or ISP" means the percentage of students who are eligible for free meals based on direct certification or categorical eligibility. The ISP is used to determine whether a SFA is eligible to participate in the Community Eligibility Provision ("CEP").
- 23. "Indirect Cost" means a cost of a general nature which is not readily identifiable with the activities of the School Nutrition Program and incurred for a common or joint purpose benefiting more than one activity or cost objective. In accordance with N.C.G.S. § 115C-450, the LEA may not assess indirect costs to the nonprofit School Nutrition Program if the program does not have a minimum of one-month's operating balance, based on a rolling three-year average, as authorized by NCDPI.
- 24. "Indirect Cost Rate" is a device for determining in a reasonable manner the proportion of indirect costs the School Nutrition Program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published by NCDPI annually on or before July 1<sup>st</sup>.

- 25. "Management Fee" is a component of the firm, fixed-price contract and includes FSMC's allowance for those services provided at SFA's School Nutrition Program operational sites, which shall include all of the following: personnel and labor relations services and visitation, legal services, purchasing and quality control, technical research, cost incurred in hiring and/or relocating FSMC management personnel, nutrition and dietetic services (Administrative and Nutritional), test kitchens, accounting and accounting procedures, tax administration, technical supervision, supervisory personnel and regular inspections, audit personnel and/or services, teaching, professional development and training programs, general regional support, general national headquarters support, design services, menu development, information technology and support, payroll documentation and administrative cost, sanitation, and personnel advice. Expenses included in the Management Fee may not be charged in any other manner. Any travel related to these expenses shall be covered by the Management Fee. Such costs shall be calculated on a fixed-price management fee per meal equivalent. The Management Fee is included in the Maximum Allowable Cost of the Contract.
- 26. "Meal Equivalent" can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost of producing *a la carte* items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the *a la carte* revenue by the per meal sum of the Federal and State free reimbursement plus the value of USDA entitlement and bonus foods. *A la carte* revenue should include all sales to adults and *a la carte* sales to students.
- 27. "Meal Equivalents" are the common denominator for calculation of the firm fixed-price, 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 Summer Nutrition Program lunches served to Students and adults shall be determined by actual count. The number of breakfast meals served to Students under the School Breakfast Programs and Summer Nutrition Program shall be divided by two, and the number of after-school snacks served to Students through the National School Lunch Program shall be divided by four. A la carte meal equivalents shall be computed by dividing a la carte revenues by \$4.75. A la carte revenue shall include a la carte sales to students and adults. Catered meals are not included in meal equivalents. The meal equivalent formula may be calculated as follows:
  - 1. One student or 1 paid adult lunch = 1 meal equivalent
  - 2. Two student or 2 paid adult breakfasts = 1 meal equivalent
  - 3. Four student or 4 paid adult snacks = 1 meal equivalent
  - 4. A la carte revenues divided by \$4.75 = 1 meal equivalent

The Meal Equivalent value is subject to increase annually based om the free meal reimbursement as published by the USDA in the prior year.

28. "Meal Equivalency Factor" ("MEF") is a statistical tool that is used to convert a la carte sales

into a standard of measure, in this case a "meal." The MEF is often used to convert *a la carte* sales into meal equivalents for billing purposes in a firm, fixed-price contract.

- 29. "National School Lunch Program" ("NSLP") means the Program that offers financial assistance for each lunch served to Students, and additional financial assistance for each lunch served free or at a reduced-price to eligible Students. The maximum amount reduced-price eligible students may be charged is forty (40) cents per each reimbursable lunch served, thirty (30) cents per each reimbursable breakfast served, and fifteen (15) cents per each reimbursable snack served.
- 30. "NCDPI" means the North Carolina Department of Public Instruction the State Administering Agency.
- 31. "NCDA&CS means the North Carolina Department of Agriculture and Consumer Services the State Distributing Agency.
- 32. "Non-expendable Equipment" is defined as any item with a per unit acquisition cost of \$5,000.00 or more. These items are generally classified as movable property and used directly in preparing, storing or serving school meals, including, but not limited to, ranges, refrigerators, freezers, steam tables, mixers, storage cabinets, tables, chairs, and hot water heaters.
- 33. "Nonprofit School Nutrition Account" means the restricted account in which all of the revenue from all School Nutrition operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit School Nutrition Program; use of School Nutrition funds for non-School Nutrition Program purposes is strictly prohibited and funds used for unallowable purposes are subject to reclaim and reimbursement from the LEA's general fund.
- 34. "Nonprofit School Nutrition Program" means all School Nutrition program operations conducted by the SFA principally for the benefit of students within the LEA. All revenues obtained through the Nonprofit School Nutrition Program shall be used solely for the operation or improvements of the School Nutrition Program. Per 7 CFR § 210.16(a)(4) & (5), SFAs shall retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement, and claims for reimbursement; in addition, SFAs shall retain control of the quality, extent, and general nature of its School Nutrition Program, and the prices to be charged to students for meals at school.
- 35. "Nonprogram Foods" are foods and beverages sold outside the NSLP or SBP; in accordance with Federal policy, the SFA must ensure revenues from the sales of all nonprogram foods generate at least the same proportion of SFA revenues as they contribute to SFA food costs.
- 36. "Nutrition Analyses" provide detailed nutrition information on planned program menus. All menus must be planned to the required meal pattern and dietary specifications. 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 analysis software program used must be approved by the USDA.)

- 37. "Nutrition Standards" means the minimum nutrient requirements as prescribed by the USDA (see generally 7 CFR § 210.10-11).
- 38. "Offeror" means a vendor who responds to a solicitation; in this instance, the offeror is the FSMC responding to the RFP.
- 39. "On-site" is defined as the physical location of the food preparation facilities of the LEA as presented in the RFP.
- 40. "Paid Lunch Equity" is defined as the requirement of SFAs participating in the NSLP to ensure sufficient funds are provided to the nonprofit School Nutrition Program account for meals served to students not eligible for free or reduced-price meals; there are two ways to meet this requirement: (1) through the prices charged for "paid" meals or (2) through other non-Federal funding sources provided to the Nonprofit school nutrition account. All SFAs are required to complete the annual *Paid Lunch Equity Tool* (PLE Tool) to determine how the SFA will comply with the requirement for paid lunch equity.
- 41. "Pre-proposal Conference" is a face-to-face meeting between representatives of the SFA and representatives of the FSMC; the meeting helps ensure each FSMC understands and clarifies, if needed, all requirements of the RFP.
- 42. "Processor" means, as defined in 7 CFR § 250.3, "any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual recipient agency under contract are exempt under this definition."
- 43. "Procurement" means the process of obtaining goods and/or services in accordance with applicable rules and regulations and in an environment of optimal free, open, and transparent competition.
- 44. "Product Identification (ID)" 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 the RFP for all items without a *CN label* to insure quantity and quality. Product identifications or descriptions are not specifications.
- 45. "Program(s)" or "School Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
- 46. "Program Funds" means all funds that are required to be deposited into the nonprofit School Nutrition Program Account.
- 47. "Proposal" means a FSMC's response to the RFP/Contract and is a complete and properly signed response to the RFP. The entire RFP will become the legal contract when approved, awarded, and fully executed. A Contract Addendum to clarify any item or to establish
- 48. "Public Proposal Opening" means the process of opening and reading the content of proposals for the first time at the date, time and location specified in the RFP.

- 49. "Public Access to Procurement Information" means that 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. Therefore, all offerors must visibly mark as "Confidential" or "Proprietary" each part of their proposal they consider containing proprietary information. The documents marked "Confidential" or "Proprietary" will not be disclosed.
- 50. "Qualified Offeror" means an offeror who is qualified by experience, equipped to perform the work required and furnish the items indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.
- 51. "Request for Proposals" ("RFP") means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. (Note: only fixed-price contracts are allowed for FSMC services in North Carolina.) Competitive proposals may be used if conditions are not appropriate for the use of competitive sealed bids. Prior to issuing an RFP for FSMC services, SFA shall first obtain written approval from NCDPI and shall incorporate all NCDPI required changes.
- 52. "Responsible Contractors" BOE shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration must be given to matters such as contractor integrity, compliance with laws and regulations, record of past performance and financial, and technical resources.
- 53. "Responsible Offeror" means an entity capable of performing successfully under the Terms and Conditions of the solicitation and contract.
- 54. "Responsive Proposal" is one which conforms to all the material Terms and Conditions of the solicitation and is prepared in accordance with the specific instructions prescribed in the solicitation.
- 55. "Right of Non-Commitment or Rejection" means the LEA or SFA is not committed to award a contract or to pay any costs incurred in the preparation of a proposal. The LEA or SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to reject in part or in its entirety this proposal if it is in the best interest of the LEA or SFA to do so.
- 56. "School Breakfast Program" ("SBP") is a Program offering financial assistance for each breakfast served to Students and guidance to establish and operate a Program. The breakfast program can help close the nutrition gap by providing Students with nutritious breakfasts at school. The program is especially

important in improving the nutrition and dietary habits of at-risk Students, who may receive breakfast free or at a reduced-price. The maximum amount reduced-price students may be charged for breakfast is thirty (30) cents.

- 57. "School Food Authority" ("SFA") means the governing body which is responsible for the administration of one or more schools, and has legal authority to operate the National School Lunch Program or School Breakfast Program therein *or* be otherwise approved by FNS to operate the Program(s). The BOE may authorize the LEA superintendent to sign legal documents on behalf of the SFA.
- 58. "School Nutrition Program" is the preparation and service of food to the SFA's students, staff, employees, and authorized visitors. The School Nutrition Program may include but is not necessarily limited to the National School Lunch Program, the School Breakfast Program, the After School Snack program, the Seamless Summer Option, the Summer Food Service Program, catering services, and *a la carte* food and beverage service.
- 59. "School Nutrition Facilities" are the areas, schools, sites, institutions or other properties made available by the SFA to the FSMC for the provision of the School Nutrition Program services.
  - 60. "Services" means the services and responsibilities of FSMC as described in this Contract.
- 61. "SFA's School Nutrition Facilities" means the areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the nutrition services as more fully described herein.
- 62. "SFA's School Nutrition Location(s)/Sites(s)" means the schools or other locations where Program meals are served to SFA's enrolled and visiting Students.
- 63. "SFA's School Nutrition Program" means the administration and operation of the nonprofit School Nutrition Program(s) on behalf of SFA's students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Snack Program, CACFP ARAM Dinner Program, the Summer Program (SP), the Fresh Fruit and Vegetable Program (FFVP), and the *a la carte* food and beverage service
- 64. "SFA's School Nutrition Program Budget" means the School Nutrition Program Budget for the current school year, which is attached as "Exhibit D" and fully incorporated herein.
- 65. "Signature Authority" SFA shall retain signature authority on the School Nutrition Program Agreement, Free and Reduced-Price Policy Statement, and any and all claims made for reimbursement.

"Simplified acquisition threshold" means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of publication, the Simplified Acquisition Threshold at the Federal level is \$250,000, but this threshold

is periodically adjusted for inflation. (*See* 2 CFR § 200.88.) The Simplified Acquisition Threshold established by the State of North Carolina is \$90,000. A BOE may establish a different Simplified Acquisition Threshold as long as the threshold is below the State threshold.

- 66. "Smallwares" means non-disposable items utilized in the service of food.
- 67. "Smart Snacks Final Rule" applies to all foods sold at school during the school day. Under the Smart Snacks rule, all foods and beverages sold *a la carte*, in the school store, and in vending machines shall comply with the Smart Snacks nutrition standards. Such snacks shall also be sold in compliance with North Carolina's Competitive Foods Rule, which is established in Section B.3.q. of the Annual Agreement (renewal) to operate the Federally assisted School Nutrition Program(s) administered by the NCDPI.
- 68. "Sole Source Procurement" refers to one type of noncompetitive proposal found in 2 CFR § 200.320(f); in the Child Nutrition Programs this occurs only when the goods or services are available from only one manufacturer through only one distributor or supplier. Sole source describes a condition of the procurement environment. In a true sole source situation, conducting a traditional solicitation (sealed bid, competitive negotiation or small purchase) is a meaningless act because the element of competition will not exist. When faced with an actual sole source situation, an SFA must first obtain written approval from the State agency, and then go directly to the one source of supply to negotiate terms, conditions and prices.
- 69. "Solicitation" or "solicitation documents" means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the bids or proposals. Prior to issuing any solicitation documents, SFA shall first obtain written approval from NCDPI and shall incorporate all NCDPI required changes.
- 70. "Specifications" are written descriptions of what the purchaser requires and, consequently, what an offeror must offer to be considered eligible for a contract award.
- 71. "Special School Nutrition 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 functions shall be submitted in an invoice that is separate from the monthly billing for School Nutrition Program Services 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 contractor as it relates to compliance with the meal equivalent cost guarantee. No USDA Foods may be used for such functions. In addition, no food, labor, and supplies appropriated for the daily School Nutrition Programs may be used for these special functions.

- 72. "Standards of Conduct" governing conflicts of interest and governing the performance of all personnel engaged in the selection, award and administration shall be enforced throughout the solicitation, evaluation, and contract award. The BOE, LEA, and SFA must also maintain written standards of conduct covering organizational conflicts of interest. Such standards shall be consistent with 2 CFR § 200.318 and 319.
- 73. "State Agency (SA)" is NCDPI. The National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASSP), Seamless Summer Option (SSO), and Summer Nutrition Program (SNP) are administered for the State through the School Nutrition Division.
- 74. "State Distributing Agency" (SDA) is the North Carolina Department of Agriculture and Consumer Services, Food Distribution Division.
- 75. "Summer Nutrition Program" means either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
- 76. "Term of the Contract" or "Term" is one year with four one-year renewal options. A partial school year will be considered as one of the four one-year renewal options.
  - 77. "USDA" means the United States Department of Agriculture.
- 78. "USDA Foods" means foods purchased by the USDA. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions. The USDA Foods Program is administered by the North Carolina Department of Agriculture & Consumer Services ("NCDA&CS"). USDA Foods (including both entitlement and bonus foods) shall be credited to the recipient agency for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year.
- 79. "USDA Food Processing" refers to items produced on processing contracts from USDA Foods. The FSMC shall credit and/or report to the SFA for the value of actual USDA Foods and for USDA Foods contained in processed end products that the FSMC obtains from a processor on behalf of the SFA, in accordance with SFA's agreement with the NCDA&CS, and in accordance with 7 CFR § 250.51(a) regardless of the method of procurement. The specific method of crediting utilized, which may be by invoice reductions, refunds, or another means applied to the monthly invoice (in accordance with 7 CFR § 250.51(b)), shall be indicated in the proposal/contract.
- 80. "USDA Foods are Considered Received" when the foods arrive at the school site or SFA or FSMC storage facility in either raw form or in processed end products.
  - 81. "Vendor" means a merchandiser of complete meals, meal components, or raw materials.

# **B.** Scope and Purpose

1. This Contract will be in effect for a period of one year commencing on July 1, 2024, and terminating on June 30, 2025 and may be renewed for four (4) additional terms of one year each upon mutual

agreement between SFA and FSMC. All renewals shall be documented by a written Contract Amendment, which is subject to the prior review and approval of the NCDPI.

- 2. During the term of this Contract, FSMC shall operate SFA's School Nutrition Program in conformance with SFA's agreement with NCDPI and the State Board of Education ("SBE"), in conformance with SFA's agreement with the NCDA&CS to receive/utilize USDA Foods, and in compliance with the provisions set forth in 7 CFR §210.16. FSMC shall comply with all applicable Federal, State, and local laws, rules and regulations, policies, instructions of NCDPI, NCDA&CS and USDA, and any additions or amendments thereto, including USDA Regulations at 7 CFR Parts 210, 220, 245, and 250, 2 CFR Part 200, and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417, 7 CFR Part 215 (SMP), if applicable, 7 CFR Part 225 (SFSP), if applicable, 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Certification and Schedule of Applicable Laws," which is contained in Section III.R. and is fully incorporated herein by reference.
- 3. FSMC, as an independent contractor, shall have the exclusive right to operate the Programs checked below at the sites specified by SFA in the Schedule of School Nutrition Program Sites and Services Provided, which is attached as "Exhibit B" and is fully incorporated herein. [Note: Check only the Program(s) the SFA operates. If SFA anticipates operating any other Program(s) in the foreseeable future, SFA should check the box marked "Other" and identify the Program(s) and years in which SFA reasonably foresees it may operate the Program(s). The Program(s) listed here should match those listed in Exhibit B.] If a program is added later (i.e., a breakfast program) which is beyond the scope or original intent of this RFP/Contract, or if a material change is made to the RFP/Contract, the appropriate procurement procedures must be followed. A key factor in determining whether a change is material is whether other bidders knowing of the change would have bid differently. [Note: To assist in determining whether a change is material, the SFA should consult its counsel or contact NCDPI.] SFA shall confer with NCDPI prior to making any material change in the Terms and Conditions of the base solicitation or RFP. [Note: SFA must always check the FFVP box if that program is within the scope of this RFP.] SFA operates the following Program(s):

National School Lunch Program (NSLP)

- School Breakfast Program (SBP)
- Breakfast in the Classroom
- Universal Breakfast
- After-School Snack Program (ASSP—NSLP)
- Summer Food Service Program (SFSP)
- A la Carte Meals and Beverage Program

- Adult Meals
- Catering [in compliance with NC's Umstead Act N.C.G.S. 66-58(a)]
- Vending (applies only to FSMC supplied vending machines)
- Other: including the At-Risk After School Meals Program which requires prior approval of the NC Department of Health and Human Services.
- 4. FSMC shall operate the School Nutrition Program(s) listed above in accordance with all applicable Federal regulations, including those regulations pertinent to the governance of the Federally assisted School Nutrition Programs as codified in the US Code of Federal Regulations, USDA-issued Final Rules, and all USDA-issued policy memoranda, guidance, and FNS instructions that govern the nonprofit School Nutrition Programs.
- 5. FSMC shall be an independent contractor and not an employee of SFA. Employees of FSMC shall not be employees of SFA.
- 6. FSMC's operation of SFA's School Nutrition Program(s) shall include performance by FSMC of all the services, which are described in this RFP/Contract, for the benefit of SFA's students, faculty, and staff and in accordance with the menu requirements and menu style described in the RFP/Contract.
- 7. FSMC shall implement an accurate Point of Service/Sale (POS/S) meal count system using the counting system currently in use by the SFA as stated in its application to participate in the School Nutrition Programs, and as approved by NCDPI for the program(s) indication in Section III.B.3 *supra*, as required under USDA regulations. Such meal counting system must eliminate the potential for overt identification of free and reduced-price eligible students pursuant to USDA Regulation 7 CFR § 245.8.
- 8. FSMC shall maintain all records necessary, in accordance with applicable regulations, for SFA, NCDPI, NCDA&CS and USDA to complete required monitoring activities, and shall further make said records available to SFA, NCDPI, NCDA&CS and USDA upon request for the purpose of auditing, examination, and review in accordance with 7 CFR § 210.16(c)(1).
- 9. FSMC shall provide additional special food and nutrition services such as banquets, parties, and refreshments for meetings as requested by SFA. A firm fixed-price per meal service type shall be negotiated and confirmed, in writing, with the third party requesting the special food and nutrition service. The third party or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses, if applicable, for providing such service. USDA Foods shall not be used for these special functions unless SFA's students will be the primary beneficiaries. (*See* SP99-4, Reimbursement for Snacks in After School Care Programs.) **These special services shall be invoiced by the FSMC to the third party requesting such services and shall be invoiced separately from this Contract.**

- 10. FSMC shall cooperate with SFA in promoting nutrition education, a healthy school environment, adequate time for students to consume their meals, and SFA's local wellness policies while coordinating SFA's School Nutrition Program with classroom instruction.
  - 11. FSMC shall comply with all SFA building rules and regulations.
- 12. FSMC shall obtain and post all licenses and permits that are required under Federal, State, and/or local law.
- 13. SFA shall assign an employee of the SFA who has a minimum of three (3) years of experience managing/supervising School Nutrition Programs to serve as the "Contract Manager" to monitor compliance with the Contract on behalf of the local BOE. The Contract Manager shall complete and provide a progress report monthly to the Superintendent and/or BOE. The report shall include at a minimum:
  - a. The efficiency and effectiveness of the contractor's performance as required in the Contract;
  - b. The general quality of professional personnel utilized in the performance of the Contract;
  - c. Conformance with the cost provisions of the Contract;
  - d. Progress towards achievement of the local BOE's goals and objectives; and,
  - d. Other evaluation information pertinent to the Contract and related factors, such as the accuracy of records to support the claim for Federal reimbursement, the utilization of USDA Foods, significant personnel matters, significant program operation matters, and any other indication pertinent to the successful implementation of the terms and conditions of the Contract and the SFA's ability to comply with the laws, regulations, and policies that govern the Federally assisted School Nutrition Programs and the agreement with NCDPI.
- 14. SFA shall retain signature authority for the application/annual agreement renewal with NCDPI, Free and Reduced-Price Policy Statement, the monthly claim for reimbursement for the program(s) indicated in Section III.B.3 *supra*, and the agreement with NCDA&CS to receive and utilize USDA Foods. (*See* 7 CFR §§ 210.9(a)-(b), 210.16(a)(5).) and other authoritative documents that assign responsibility and authority.
- Household Application for Free and Reduced-Price Meals and/or Free Milk. SFA shall designate the determining official who shall be responsible for overseeing the processing of household applications and for making determinations of student eligibility for free or reduced-price meals and free milk, if applicable. SFA shall also designate the hearing official to establish and use a fair hearing procedure under which a household may appeal a decision pertaining to the issuance of meal benefits for eligible students. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for all documentation required to Directly Certify students, including the identification of students who are deemed categorically eligible, for free meals at school. SFA shall be responsible for the Direct Certification of students eligible for free meals based on data provided by

State and/or local agencies of jurisdiction; use of Direct Certification data and categorical eligibility data shall be managed by the SFA and shall be governed by Federal regulations and Memoranda of Agreement established by NCDPI. SFA shall be responsible for the collection and determination of data required to prepare the Identified Student Percentage ("ISP"), as needed, for the SFA's participation in the Community Eligibility Provision ("CEP").

- 16. SFA shall be responsible for the establishment and maintenance of the student eligibility roster and shall limit the use of any data for authorized purposes only. FSMC shall provide meals to students in a manner that prevents overt identification of students and prevents "meal shaming." (See 7 CFR §§ 210.7(c), 210.9(b)(18), and 245.6(e).)
- 17. SFA shall be legally responsible for its School Nutrition Program(s) and shall routinely manage the School Nutrition Program to ensure that both parties (FSMC and SFA) comply with all Terms and Conditions of this Contract. SFA, through its designated Contract Manager, shall be responsible for monitoring the operations of the FSMC through periodic on-site documented visits to ensure all operations are in conformance with the Terms and Conditions of this Contract and are in compliance with USDA program regulations. (See 7 CFR §§ 210.16(a)(2)-(3).)
- 18. SFA shall be responsible for conducting the required on-site reviews of School Nutrition Program operations, for documenting the outcome of the reviews, including required corrective actions, and for ensuring all documented corrective actions are remedied in a timely manner. SFA shall be responsible for maintaining the documentation of on-site reviews for the Federal records-retention period and throughout the term of this Contract.
- 19. SFA shall at all times retain control of the non-profit School Nutrition Program Account and overall financial responsibility for its School Nutrition Program. These responsibilities cannot be delegated to the FSMC.
- 20. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and *a la carte*, including vending, adult meals, contract meals, and catering. However, non-pricing programs do not need to establish a selling price for reimbursable meals/milk.
- 21. SFA shall be responsible for ensuring the resolution of program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues that result from FSMC's operational, intentional, or negligent acts.
- 22. If there is more than one School Nutrition Program location or site, SFA or FSMC, on under the supervision of the SFA, shall conduct an on-site review of the counting and claiming system and other aspects of program operation at each SFA Location/Site no later than February 1<sup>st</sup> of each year. If FSMC

conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the meal counting and claiming system. (7 CFR § 210.8(a)(1).)

- 23. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract.
- 24. SFA may request of FSMC additional food-related programs; however, SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the School Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be competitively re-procured. A key factor in determining materiality is whether other potential contractors knowing of the change would have issued their proposal differently. (USDA Guidance Memo SP2-2010, October 9, 2009.)
- 25. Any changes to the Terms and/or Conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
- 26. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to School Nutrition Program(s), such as money or rebates for school improvements and student scholarships, or other non-School Nutrition-related provisions, are not allowable under the Terms and Conditions of this Contract.
- 27. In the event the RFP requires FSMC to provide management services for SFA's additional School Nutrition Program(s), the parties shall operate the Program according to applicable Federal, State, and local regulations, policies and guidance.
- 28. In the event FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's School Nutrition Locations/Sites, SFA and FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

### C. School Nutrition Operations

- 1. SFA shall retain control of the quality, extent, and general nature of the School Nutrition Program Operations, and the prices to be charged for meals.
- 2. FSMC shall serve meals on such days, at such times, and according to the menu types and regional food and meal service preferences as requested by SFA.

- 3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's School Nutrition Program(s) indicated in Section III.B.3 *supra*.
- 4. In order for FSMC to offer *a la carte* meal or snack service, FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children.
- 5. FSMC shall provide meals that meet the meal pattern and dietary standards required by the USDA and as specified in 7 CFR §§ 210.10-11.
- 6. FSMC shall promote maximum participation in the School Nutrition Program(s) operated by SFA.
- 7. FSMC shall provide the specified types of meal service in the schools/sites listed in Exhibit B.
- 8. FSMC shall sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA, and only those foods and beverages that meet School Nutrition Program requirements and/or requirements of SFA's Local Wellness Policy.
- 9. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans ("IEPs") or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such Statement must be signed by an appropriately licensed medical practitioner (See 7 CFR § 210.10(g)(1); SP59-2016, Policy Memorandum on Modifications to Accommodate Disabilities in the School Meal Programs.) FSMC may make substitution for those non-disabled students who are unable to consume regular breakfast, lunch or snack because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular breakfast, lunch or snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions. (See 7 CFR § 210.10(g)(2).) There shall be no additional charge to the student for such substitutions. (See SP40-2017, Accommodating Children with Disabilities in the School Meal Programs.)
- 10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by Federal and State regulations. There shall be no additional charge to the student for such substitutions. (See 7 CFR §§ 210.10(g) & 220.8.)

11. FSMC shall maintain a record of special diets planned and served daily; such record shall be maintained as required to document compliance with provisions for students with disabilities and special dietary requirements.

# D. Meal Requirements and Dietary Standards

- 1. SFA shall establish, and FSMC shall participate in, an advisory board composed of parents, teachers, students, and other stakeholders to assist in menu planning as required by 7 CFR § 210.16(a)(8). This advisory board should conduct periodic documented meetings.
- 2. FSMC shall serve meals that follow the twenty-one (21) day menu cycles that meet the food specifications contained in Minimum Food Specifications, which is attached to this Contract as "Exhibit J" and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed meal specifications for each meal included in the twenty-one (21) day cycle menus in Menu Cycles, which is attached to this Contract as "Exhibit C" and fully incorporated herein. At a minimum, such meal specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and, (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 7<sup>th</sup> day in the NSLP menu cycle. SFA shall maintain a hard copy record of these recipes.
- 3. FSMC shall follow: (i) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the NSLP; (ii) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the SBP; (iii) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the ASSP; and, (iv) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the SFSP.
- 4. FSMC shall serve *a la carte* items that follow the twenty-one (21) day menu cycle contained in Exhibit C and that meet all Federal and State School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to the *a la carte* specifications for each *a la carte* item included in the twenty-one (21) day cycle menu. At a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and, (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9<sup>th</sup> day in the *a la carte* menu cycle. SFA shall maintain a hard copy record of these recipes.
- 5. FSMC shall not change or vary the menus after the first menu cycle for the NSLP, SBP, ASSP, Summer Nutrition Program(s), or the *a la carte* items without prior written approval of SFA. SFA shall notify NCDPI and NCDA&CS of prior written approval of FSMC's request to amend the twenty-one (21) day cycle

menu by sending a copy of the approval to both agencies. SFA shall approve the menus no later than two weeks prior to service in accordance with 7 CFR §§ 210.10, 210.11, and 210.16. Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by FSMC and SFA's response shall also be documented in writing; SFA shall also send written notification to NCDPI and NCDA&CS of its response related to menu substitutions of lower quality food items. FSMC shall maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NCDPI, NCDA&CS, and USDA for review upon request in accordance with 7 CFR §§ 210.16(c)(1) and 210.23. Production record format used by FSMC must be approved by the SA.

- 6. FSMC shall submit a Fresh Fruit & Vegetable Program cycle menu based on the information contained in the 2004 resource, *Fruits and Vegetables Galore: Helping Kids Eat More* (available from the FNS website, and as described in current guidance from USDA and NCDPI).
  - 7. FSMC shall comply with SFA's Local Wellness Policy.

## E. Summer Nutrition Program(s)

- 1. SFA shall be responsible for determining eligibility of all SFSP sites.
- 2. SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as prescribed in 7 CFR § 225.15(a)(3). FSMC shall comply with SFA's Agreement with NCDPI to operate the SFSP.
- 3. Bonding requirements for the Contract are addressed in the Letter of Intent, and include the bonding requirements for the SFSP.
- 4. FSMC shall comply with the twenty-one (21) day menu cycle developed by SFA for the SFSP (Exhibit C) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. SFA shall inform NCDPI of menu changes for the SFSP.
- 5. SFA, as an SFSP sponsor, shall be responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program.
- 6. SFA shall make the final determination of the opening and closing dates of all SFSP sites, if applicable.
- 7. SFA shall immediately correct any problems found as a result of health inspections and shall submit written documentation of the corrective actions required to remedy the matter within two weeks of receiving the citation to the NC DPI.
- 8. FSMC may use donated foods to conduct SFSP in accordance with Section III.G *infra*, 7 CFR Part 225, and 2 CFR Part 200.

#### F. Procurement

- 1. SFA shall adhere to the procurement standards specified in 7 CFR §210.21 when contracting with FSMC.
- 2. FSMC shall buy the beginning inventory, exclusive of commodities, from SFA, and shall serve as a purchasing agent on behalf of the SFA and shall assist the SFA in the purchase all foods and food storage, preparation, and service supplies within the fixed-price per meal equivalent.
- 3. All purchases made by and/or on behalf of SFA shall be used solely in the SFA's nonprofit School Nutrition program. All food and related supplies purchased by and/or on behalf of SFA shall be kept separate and apart and the title thereto shall remain with SFA at all times. All such purchases shall be made in the name of the SFA. SFA and FSMC fully acknowledge and agree with the contractual requirements of 2 CFR Part 200 and 7 CFR § 250.53.
- 4. FSMC shall follow the procurement regulations as described in 2 CFR §§ 200.317–26. FSMC and SFA shall establish a written Procurement Plan that describes SFA's procedures for the procurement of food, supplies, services, and equipment in accordance with Federal, State, and local laws. The Procurement Plan shall be approved by the local BOE and shall include a system that enables each school site to confirm that the food, supplies, services, and equipment procured are identical to those actually received. FSMC shall not serve as the vendor unless SFA's Contract Manager approves an appropriate process to be followed that assure free and open competition in accordance with 2 CFR § 200.219(b). SFA shall issue its approval for FSMC to serve as the vendor in writing.
- 5. If FSMC is acting as a purchasing agent on behalf of SFA and purchasing foods or other goods or services for SFA under this Contract, then SFA shall ensure FSMC complies with all applicable competitive purchasing and open competition requirements for such purchases as set forth in 2 CFR Part 200, including, but not limited to, 2 CFR §§ 200.317-26. In addition, SFA shall ensure FSMC complies with all applicable Federal, State and local laws, rules and regulations, policies, instructions of NCDPI, NCDA&CS and USDA, and any additions or amendments thereto, including, but not limited to, USDA Regulations located at: 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP), if applicable in administering the At-Risk After School Meal Program of the CACFP; and, 2 CFR §§ 200.38, 200.74 and 200.101(b)(1).
- 6. Whether the SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC shall not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.

- 7. FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from its response to this RFP without the prior written consent of SFA. Any attempted assignment without said consent is void and of no effect.
- 8. SFA and FSMC fully acknowledge and agree that to the extent possible, unless preempted by Federal law or regulations, SFA or FSMC, if box "b" has been checked in paragraph 2 above, will use best efforts to purchase agricultural products produced, processed, or grown in North Carolina if the cost and quality are equal. In accordance with 7 CFR § 210.21(g)(1), SFA may apply geographic preference when procuring unprocessed or minimally processed locally grown or locally raised agricultural products. When exercising the option to utilize geographic preference to procure such products, SFA shall have the discretion to determine the local area to which the geographic preference option will be applied. SFA shall instruct FSMC of the geographic preference option to be used throughout the duration of the Contract. The availability of North Carolina products is expected by SFA. The Farm-to-School relationship should be enhanced, encouraged, and supported by any vendor supplying goods to SFA. Therefore, SFA shall give preference to items that can be delivered within 24 hours of harvest or production. FSMC is encouraged to regularly submit a list of locally grown, processed, and manufactured items available, based on the SFA's geographic preference option, for consideration. Products shall be clearly labeled. FSMC shall make a good faith effort to purchase local products first when available. In keeping with SFA's mission of establishing local agricultural partnerships, SFA advocates that a fair price be paid to farmers to help make this important segment of local economy sustainable.
- 9. FSMC shall document and track all FFVP expenses, if applicable, separately and shall make this documentation easily accessible for review by SFA, NCDPI or NCDA&CS.

#### G. USDA Foods

- 1. FSMC shall comply with all provisions established in 7 CFR § 250.53 pertaining to fixed-price contracts. SFA shall retain the title to all USDA Foods at all times, and at no time shall the ownership of USDA Foods be transferred to FSMC or any other entity. No value or benefit of SFA's USDA Foods shall accrue in any manner to FSMC. SFA and FSMC shall ensure all USDA Foods received by SFA and made available to FSMC accrue only to the benefit of SFA's School Nutrition Program and are fully utilized therein. (See 7 CFR § 210.16(a)(6).)
- 2. FSMC shall credit and report to SFA the value of all USDA Foods received for use in SFA's meal service in the school year, whether the USDA Foods are used that year or not, including both entitlement and bonus foods, and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). (See 7 CFR § 250.53(a)(1).)

3. SFA shall ensure FSMC reports and credits the value of all USDA Foods received in the school year in which it was received and used in SFA's meal service in accordance with 7 CFR §250.51(a). FSMC shall record and report the value of USDA Foods used in crediting, or the actual values assigned, using the format and requirements prescribed by NCDA&CS. FSMC shall use the method and frequency of reporting the value of USDA Foods as determined by NCDA&CS. FSMC shall report the value of USDA Foods usage monthly and annually to SFA using Forms FDD 2009 *USDA Foods Delivered to Recipient Agencies* and FDD 2009P *USDA Foods Diverted to Processors*. SFA shall reconcile these reports (FDD 2009 and FDD 2009P) with the USDA *Foods Allocated and Received Report* (209 Report) as located on NCDA&CS's website. SFA shall be responsible for reconciling any discrepancies among the reports. These reports shall be kept on file with SFA. These reports and forms shall be available to NCDA&CS and NCDPI upon request. At the end of each fiscal quarter, SFA shall send copies of these reports to the NCDA&CS at the following address:

North Carolina Department of Agriculture and Consumer Services Food Distribution Division P.O. Box 659 Butner, NC 27509-0659

- 4. FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR § 250.50(d), and shall assure that such activities are performed in accordance with the applicable requirements in 7 CFR Part 250. (See 7 CFR § 250.53(a)(4).) Records shall be maintained in an accurate and complete manner with respect to the receipt, use/disposition, storage, and inventory of USDA Foods and shall be monitored routinely to ensure FSMC's system of inventory management does not result in SFA being charged for USDA Foods or for the storage of USDA Foods.
- 5. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's School Nutrition Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork, and processed end products to SFA. (See 7 CFR §§ 250.51(d), 250.52(c), 250.53(a)(5).)
- 6. FSMC shall accept and use all USDA Foods in SFA's School Nutrition Program. FSMC shall use all USDA Foods issued to SFA, or shall use commercially purchased foods of the same or better generic quality and identity, of U.S. origin, and of equal or better quality than the USDA Foods, if approved in writing by SFA. (See 7 CFR §§ 250.50(a), 250.53(a)(6).)
- 7. The procurement of processed end products on behalf of SFA, as applicable, shall comply with Subpart C of 7 CFR Part 250 and with the provisions of NCDA&CS's Food Distribution Division's processing agreements, and will ensure reporting and/or crediting of SFA's School Nutrition Program for the value of USDA Foods contained in such end products at the processing agreement value. (See 7 CFR § 250.53(a)(7).)
- 8. FSMC is prohibited from entering into any processing contracts with a processor utilizing USDA Foods on behalf of SFA; only SFA may enter into USDA Foods processing contracts. See 7 CFR §

- 250.53(a)(8).) If FSMC acts as an intermediary between the processor and SFA in receiving processed products from the processor, then FSMC shall report and/or be accountable to SFA for the value of processed products upon receipt; specifically, FSMC shall account for and report the commodity value in end products procured by SFA in accordance with the processing requirements in Subpart C of 7 CFR Part 250. FSMC shall report to SFA the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors shall be credited to SFA's School Nutrition Program account in accordance with 7 CFR § 250.51(a).
- 9. FSMC shall comply with 7 CFR §§ 250.14(b) and 250.52 regarding responsibilities of FSMC in the receipt, safe and efficient storage, control, use reporting, crediting, and, where instructed by SFA, the disposal of USDA Foods. (*See* 7 CFR § 250.53(a)(9).)
- 10. FSMC shall allow SFA and/or any State or Federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's School Nutrition operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (*See* 7 CFR § 250.53(a)(10).)
- 11. FSMC shall maintain all records to document its compliance with any and all requirements relating to USDA Foods, in accordance with 7 CFR § 250.54(b). (See 7 CFR § 250.53(a)(11).)
- 12. FSMC fully acknowledges and agrees that the renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods. (*See* 7 CFR § 250.53(a)(12).)
- 13. SFA shall assure the maximum amount of USDA Foods are received and utilized by FSMC in accordance with 7 CFR § 210.9(b)(15).
- 14. SFA shall consult with FSMC on the selection of USDA Foods; however, SFA shall make the final determination as to the selection and/or acceptance of USDA Foods.
- 15. FSMC shall conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250, as applicable. FSMC shall respond to USDA Food orders, as necessary, to take full advantage of the USDA Foods offered, and shall ensure all USDA Foods received for use in the School Nutrition Program, for the period specified in the Agreement between the NCDA&CS and the SFA, are used within the period specified by SFA. FSMC shall reimburse SFA for the amount of any unused USDA Foods for which the value of any USDA Foods should revert to NCDA&CS.
- 16. FSMC shall comply with all terms and conditions included in SFA's agreement(s) with NCDA&CS. FSMC shall be solely liable and responsible for the proper use of USDA Foods. Any negligence on the part of FSMC that results in any loss of, improper use of, or damage to USDA Foods shall be the sole responsibility of FSMC. SFA shall obtain restitution from FSMC for any claim of improper use, loss, or damage to USDA Foods.
- 17. Failure by FSMC to maintain the records required under this Contract shall be considered prima facie evidence of its improper use, distribution, loss, or inadequate control of USDA Foods.

- 18. FSMC shall have all records available to substantiate that the full value of all USDA Foods is used solely (i) for the benefit of the School Nutrition Program in accordance with 7 CFR § 250.53(a)(11) and (ii) for the purposes of the program as prescribed in 7 CFR § 250.54(d).
- 19. FSMC shall provide adequate documentation to SFA to ensure USDA Foods, including entitlement and bonus USDA Foods and USDA Foods contained in processed end products, received for use in the SFA's School Nutrition Program from the period of July 1 June 30 annually for the term of the Contract, were specifically used in the SFA's School Nutrition Program during this period.
- 20. FSMC shall use all USDA Foods and processed end products in inventory carried over from any previous contract in the SFA's School Nutrition Program, unless the SFA determines and documents, in writing, to the NCDPI and NCDA&CS that such foods are out-of-condition, in which case they must not be used. The SFA must ensure the FSMC reports and credits the value of any additional USDA Foods not accounted for in the fixed-price per meal contract and any USDA Foods that are not made available until later in the school year. SFA must also ensure the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7 CFR § 210.9(b)(2).
- 21. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, inventory management, or any other aspect of financial management relating to USDA Foods. (*See* 7 CFR §250.15.)
- 22. Upon termination of this Contract, FSMC shall, at SFA's discretion, return unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's School Nutrition Program. Market value shall be the allocated value NCDA&CS provided to SFA in accordance with 7 CFR § 250.51(c).
- 23. FSMC shall comply, as applicable, with 7 CFR §§ 250.51-52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of SFA, or remittance of refunds for the value of USDA Foods in processed end products to SFA, in accordance with the requirements in 7 CFR Part 250 Subpart C.
- 24. FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods in accordance with the efficient use requirements described in 7 CFR § 250.13.
- 25. FSMC fully acknowledges and agrees that the proposed fixed-price per meal rate must be calculated as if no USDA Foods were available.

### H. Use of Facilities, Inventory, Equipment, and Storage

1. SFA shall make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services under this Contract. Facilities shall be equipped and ready-to-operate, together with any utilities, such as electricity, fuel, and refrigeration, that may be reasonably required for FSMC

to efficiently perform its obligations under this Contract. SFA shall have full access to these facilities at all times and for any reason, including, but not limited to, inspection and audit.

- 2. SFA shall furnish building maintenance services for the School Nutrition facilities and shall promptly make all required equipment repairs and replacements. FSMC shall utilize the SFA-owned equipment and facilities in good and proper manner and shall maintain the same in a state of cleanliness to assure strict compliance with all Federal, State and local laws, regulations and ordinances, including State and local health regulations and requirements. FSMC shall immediately notify SFA when equipment or SFA-owned work tools require repair or replacement. FSMC shall neither initiate nor approve equipment repair or replacement without SFA's prior written authorization.
- 3. SFA shall maintain records of equipment depreciation and shall record such depreciation in the appropriate reporting system.
- 4. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall conduct a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils, and all furniture, fixtures, and dining room equipment utilized in SFA's School Nutrition Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC.
- 5. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is unsuitable for SFA's continued use. Such inventory, when completed, shall automatically become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory; FSMC shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear or (2) theft, fire, or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA and as validated by NCDA&CS.
- 6. FSMC shall not invest in equipment to operate the School Nutrition Program without SFA's prior written authorization. If SFA provides written approval for FSMC to purchase equipment, all equipment purchased pursuant to this provision will be titled to, and remain the property of, SFA. This equipment shall

be depreciated on a straight-line basis over five (5) years; such depreciation shall be included in SFA's total operating cost during the term of this Contract and any subsequent renewal terms between the parties until the equipment is fully depreciated.

- 7. Should the contract expire prior to the full depreciation of the equipment purchased pursuant to the preceding paragraph, SFA may either retain the property and continue to make payments in accordance with the depreciation schedule or return the property to FSMC in full release of the unpaid balance. FSMC shall provide SFA with actual receipts for the purchase of all equipment subject to depreciation and a depreciation table shall be added to this Contract containing the actual price of all equipment at purchase and the date of purchase. SFA shall reimburse FSMC for the undepreciated portion of the equipment within sixty (60) days of the expiration of the contract.
- 8. All equipment and/or fixtures added by FSMC during the term of this Contract shall become the property of SFA. Fixtures for the purpose of this Contract include goods that have become so related to the real property than an interest in them arises under the law; examples include, but are not limited to, counters, islands, ovens, sinks, service stations, and other items that cannot be removed without damaging the surfaces to which they are mounted.
- 9. SFA shall retain the right to rent any LEA-owned School Nutrition facility to outside groups during non-school hours or weekends, provided such rental does not interfere with the normal School Nutrition operation. When such activities are agreed upon by FSMC and SFA, SFA may require a member(s) of the School Nutrition Program staff, designated by the on-site School Nutrition Manager, to be on the premises during such activities. FSMC will be reimbursed for related personnel costs from the LEA's general fund; such expenses associated with the rental shall not be incurred by the School Nutrition Program account.
- 10. FSMC shall maintain the inventory of smallwares, kitchen utensils, and other operating items necessary for the School Nutrition operation and at the inventory level specified by SFA.
- 11. Except for when damages result from FSMC employees using less than reasonable care, SFA shall replace expendable equipment and replace, repair, and maintain nonexpendable equipment.
- 12. FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with SFA's agreements with NCDPI and NCDA&CS.
  - 13. SFA shall have full access to the School Nutrition facilities at all times.
  - 14. SFA shall provide FSMC with keys for all School Nutrition areas secured with locks.
  - 15. SFA shall provide FSMC with local telephone service.
- 16. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with Federal, State, or local laws, ordinances, rules, and regulations.
- 17. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.

- 18. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises without SFA's prior written approval.
- 19. SFA shall neither be responsible nor liable for any loss or damage to equipment owned by FSMC.
- 20. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten (10) days of its placement on SFA premises.
  - 21. FSMC shall comply with all SFA building rules and regulations.
- 22. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without SFA's prior written approval. If such usage is mutually acceptable, there shall be a signed agreement stipulating the fees to be paid by FSMC to SFA for such facility usage. Such usage shall not result in a cost to the School Nutrition Program account.
- 23. The preparation of food off SFA premises for service to students in the SFA shall be prohibited without SFA's prior written approval.
- 24. Upon termination or expiration of this Contract, SFA shall conduct a physical inventory of all equipment, food, and supplies owned by SFA.
- 25. Upon termination or expiration of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's School Nutrition Program in good repair and condition, reasonable wear and tear excepted.

# I. Health Certifications/Food Safety/HACCP

- 1. FSMC shall comply with all State and local environmental health and other laws that in any way affect school meal preparation and/or service in accordance with 7 CFR § 210.16(a)(7).
  - 2. FSMC shall abide by the Food Code as prescribed in 15A NCAC 18A .2600.
- 3. FSMC shall maintain, in the storage, preparation, distribution, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and shall comply with the food safety inspection requirements of 7 CFR § 210.13(b). (See 7 CFR § 210.9(b)(14).)
- 4. FSMC shall maintain all State and local health certifications for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (See 7 CFR § 210.16(c)(2).)
- 5. FSMC shall obtain and post all licenses and permits as required by Federal, State, and/or local laws.
- 6. FSMC shall comply with all local sanitation requirements applicable to the preparation of food.

- 7. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable State and local regulations pertaining to sanitation, preparing, serving, or transporting meals at a SFA facility. (See 7 CFR § 210.16(a)(7).)
  - 8. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
- 9. FSMC shall be responsible for cleaning all kitchen floors, hoods, grease filters, and any other commercial and non-commercial equipment used to receive, store, prepare, transport, serve, refrigerate, and/or otherwise hold food and beverages.
- 10. SFA shall be responsible for the maintenance and expense of insect and pest control in all food storage, preparation, production, and service areas. SFA shall provide extermination services as needed. FSMC shall notify SFA of any problems in these areas.
- 11. SFA shall be responsible for removal of trash and garbage resulting from the School Nutrition program in compliance with SFA's schedule for waste disposal.
- 12. SFA shall be responsible for all regular School Nutrition-related building maintenance, with the exception of normal clean up.
- 13. FSA shall clean the kitchen and SFA dining room areas. (See Designation of Program Expenses.)
- 14. SFA shall provide regular cleaning service for dining area walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
  - 15. FSMC shall place garbage and trash in containers in designated areas as specified by SFA.
- 16. FSMC shall operate and care for all equipment and School Nutrition areas in a clean, safe, and healthy condition in accordance with the standards acceptable to SFA and shall comply with all applicable laws, ordinances, regulations, and rules of Federal, State, and local authorities, including laws related to recycling.
  - 17. SFA shall routinely clean grease traps, ductwork, plenum chambers, and roof fans.
- 18. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
- 19. FSMC shall adhere to the food safety program implemented by SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point ("HACCP") system as required by 42 U.S.C. § 1758(h)(5)(A) and shall maintain the HACCP documentation as required by NCDPI.
- 20. FSMC shall ensure at least two (2) health inspections annually to be conducted by the local Department of Health at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

# J. Employees

- 1. FSMC shall provide and pay a staff of qualified management and operational personnel assigned to duty on SFA's premises for efficient, effective, and compliant operation of the School Nutrition Programs.
- 2. SFA shall designate whether current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by FSMC. Employees to be retained by both SFA and FSMC (Exhibits G and H). SFA's managerial and operational staff at the school level shall be directly supervised, on SFA's behalf, by FSMC management employees; provided, however, that 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 promotions, disciplinary action, dismissal, compensation levels, and work duties. FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits; however, this provision will shall not apply to a SFA seeking an initial FSMC Contract, unless clearly specified in the RFP.
- 3. Any School Nutrition position not identified in Exhibit H (FSMC Employees) shall be considered an employee of SFA and shall report to the designated LEA official assigned by the Superintendent and BOE. These employees shall be responsible for performing the non-delegable duties on behalf of SFA. SFA's Contract Manager shall report to the appropriate school official as designated by the Superintendent and BOE; under no circumstances shall these positions report to FSMC.
- 4. SFA may, at its sole discretion, retain all School Nutrition Program employees currently on SFA's payroll and shall pay the salaries, benefits, and all other personnel costs currently applicable to these positions (e.g., FICA, taxes, etc.) for these individuals. SFA employees assigned to the School Nutrition Program will be entitled to all salary and benefits applicable to LEA employees in their respective positions as determined by SFA. SFA shall retain present SFA employees without a reduction in salary, hours worked, or benefits.
- 5. SFA and FSMC may transition SFA's School Nutrition employees to FSMC's payroll if necessary and mutually agreeable by both parties. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractors when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees or contractors. SFA shall not pay the cost of transferring SFA employees to FSMC payroll. However, after the transition occurs and the position(s) is/are removed from the SFA's system of accounting (or transferred elsewhere in the LEA), FSMC may invoice SFA for actual payroll costs associated with the new FSMC position. Such invoicing of payroll costs to cover the direct cost of transitioned positions from SFA to FSMC constitutes an allowable expense to the School Nutrition Program account. The invoicing of transitioned payroll costs shall occur on a quarterly basis to coincide with SFA's filing of their quarterly School Nutrition Program financial report (FC1-A). SFA shall

retain a copy of the invoice for contract management and accounting purposes; a copy of the invoice shall be submitted to the NCDPI School Nutrition Division prior to payment.

- 6. SFA shall have final approval over the hiring of a full-time, on-site School Nutrition Director who will be deemed the highest ranking FSMC employee assigned to SFA's School Nutrition Program; this position shall be designated as the SFA's "School Nutrition Director" unless this title is preferred for the designated Contract Manager. The School Nutrition Director shall oversee the School Nutrition Program operation, except for staff performing non-delegable duties and the Contract Manager. The School Nutrition Director shall meet the minimum hiring standards prescribed by the USDA for SFAs with 4515 students. The School Nutrition Director must have completed at least eight (8) hours of food safety training within five (5) years prior to the start date or complete eight (8) hours of food safety training within thirty (30) calendar days of their start date. Salary, benefits, and tax allocations for the School Nutrition Director shall be provided in the RFP/Contract as part of the firm, fixed-price per meal equivalent. SFA shall furnish an office for the School Nutrition Director, for staff who perform non-delegable duties, and for the Contract Manager. SFA shall provide standard office equipment required to support the efficient and effective operation of the School Nutrition Program(s) for these positions. FSMC shall provide standard office equipment for other FSMC staff housed within the LEA.
- 7. FSMC shall comply with all wage and hour employment requirements of Federal and State laws. Supervisory activities include employee and labor relations, personnel development, hiring, disciplinary action, and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.
- 8. Employees hired by FSMC to replace SFA employees who leave employment or are reassigned to non-School Nutrition Program duties are subject to such salary and benefits as FSMC provides. SFA shall employ sufficient staff to complete all non-delegable duties and manage the FSMC Contract as an expense for the SFA's School Nutrition Program budget.
- 9. All FSMC personnel shall be subject to policies and procedures of the local BOE, which are available at <a href="https://www.asheboro.k12.nc.us/BoardPolicies.aspx">https://www.asheboro.k12.nc.us/BoardPolicies.aspx</a>.
- 10. FSMC shall provide Workers' Compensation coverage for its employees as required by North Carolina law. Wages, expenses, and insurance payments for FSMC employees shall not be billed to SFA.
- 11. FSMC shall maintain its own personnel and benefits policies for its employees, subject to review by SFA.
- 12. FSMC shall provide SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of its response to the RFP. FSMC shall provide specific locations and assignments to SFA at least two (2) calendar weeks prior to the commencement of operation, along with assurance that all FSMC employees have undergone required screenings as described in paragraphs 15, 16, and 17 of Section III.J *infra*.

- 13. SFA and FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job concerning employees on each entity's 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 worker's compensation costs and shall file all required documents and forms.
- 14. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA. Staffing patterns shall be mutually agreed upon.
- 15. FSMC shall conduct, at its own expense, criminal background checks on all of its employees who will work at any SFA site. These criminal background checks shall include at least the ten (10) prior years. If the potential employee has lived outside North Carolina during the prior ten (10) years, the criminal record check shall extend beyond North Carolina to include each county/State in which the person has lived during the past ten (10) years. All criminal record checks shall be provided to SFA upon request. The criminal background checks shall also include an annual check of the sex offender registries listed in Attachment W.
- 16. Jessica Lunsford Act. FSMC fully acknowledges and agrees that N.C. Gen. Stat. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of sixteen (16) years at the time of the offense. FSMC shall conduct criminal background checks on each of its employees who, pursuant to this Contract, engage in any services on SFA property or at SFA events. FSMC shall provide documentation that criminal background checks were conducted in accordance with this Contract on each of its employees prior to hiring, and shall refuse employment on the SFA's premises or within 300 feet of SFA's premises to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others, or demonstrated that he/she does not have the integrity or honesty to fulfill the duties of the position. If FSMC intends to hire a candidate with a criminal record, other than a minor traffic violation, it shall notify the Contract Manager and the Executive Director of Human Resources in writing prior to hiring and shall provide the basis for hiring the candidate. In addition to the criminal background check, FSMC shall conduct an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. FSMC shall not assign any employee or agency to provide services pursuant to this Contract if: (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that he/she may pose a threat to the safety or well-being of students or school personnel. FSMC shall submit an annual certification to SFA that such registry/sex offender checks have been completed. SFA reserves the right to prohibit any

individual employee of FSMC from providing services on SFA property or at SFA events if SFA determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel, or others.

- 17. 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 SFA's Human Resources Department upon request. The cost of such examinations shall be incurred solely by FSMC. FSMC shall test its employees for drugs and alcohol. FSMC shall not place in any SFA-owned site any employee of FSMC who has tested positive for controlled substances in violation of the LEA'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 misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind.
- 18. FSMC shall remove any employee who violates health requirements or conducts himself/herself in a manner that is detrimental to the health, safety, or well-being of the students, staff or others provided such removal is not in violation of any Federal, State, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the School Nutrition staff to avoid disruption of service.
- 19. All SFA and FSMC personnel assigned to the School Nutrition Program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the food preparation, service, storage and dining areas. All SFA and FSMC personnel shall also be instructed in emergency evacuation and "shelter-in-place" requirements of the LEA.
- 20. SFA may request, in writing, the removal of a FSMC employee who conducts himself/herself in a manner that appears detrimental to the physical, mental, or moral well-being of students or school personnel. In the event of an employee removal, FSMC shall immediately restructure staff to avoid a disruption of services. SFA shall not be liable for the personnel actions of FSMC.
- 21. FSMC shall not blacklist, require a letter of relinquishment, or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
- 522. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. FSMC shall ensure all School Nutrition Program employees adhere to the professional standards and continuing education training requirements required by Federal regulations, codified at 7 CFR § 210.30, throughout the initial term and all renewals of this Contract. SFAs that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program Directors, Managers, and full-time, part-time and temporary staff, as defined in 7 CFR § 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and

requirements under this Contract. FSMC shall compensate employees for time spent in required in-service workshops, professional development workshops, and/or monthly meetings. A minimum of ten (10) hours of professional development shall be provided and documented for all School Nutrition employees on an annual basis.

- 23. FSMC shall comply with the provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. FSMC shall comply with applicable Federal, State, and local laws and regulations pertaining to wages, hours, and conditions of employment. FSMC shall employ a temporary substitute School Nutrition Program employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
- 24. FSMC shall be responsible for providing affordable health care coverage to all of its full-time employees providing services to SFA. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations. In addition, FSMC shall comply with all provisions of any other applicable Federal, State or local law or regulation with respect to its personnel providing services under this Contract.
- 25. FSMC affirms it is an equal opportunity and affirmative action employer and shall comply with all applicable Federal, State, and local laws.

# K. Records and Reporting

- 1. FSMC shall maintain such records, supported by invoices, receipts, or other evidence, as SFA will need to need to support its Claim for Reimbursement and meet monthly reporting responsibilities and shall submit monthly operating Statements in a format approved by SFA no later than the 5th day following the month in which services were rendered. Participation records, including the number of meals served by program and by eligibility category, shall be submitted no later than the 5th day following the month in which services were rendered. SFA shall perform edit checks on student participation records provided by FSMC prior to the preparation and submission of the claim for reimbursement. Such records shall be made available to SFA, upon request, and shall be retained in accordance with 7 CFR § 210.23(c).
- 2. FSMC shall maintain revenue records broken down by source, type, and category of all meal service, including, but not limited to, *a la carte* sales, reduced-price and full price meals, snacks and vending machine sales, catered events, and other revenue programs, as required by the NSLP, SBP, ASSP, and SFSP. All records maintained to credit and/or report the value of USDA Foods and processed end products received from, or on behalf of, the SFA for use in the SFA's School Nutrition Program shall be properly maintained; further documentation that the FSMC has accurately and regularly credited the SFA for the value of all USDA Foods received in the fiscal year and the value of USDA Foods contained in processed end products shall also be maintained.

- 3. FSMC shall report financial performance, participation rates (by meal category), and meals per labor hour to SFA on a monthly basis and shall submit quarterly written reports to the BOE indicating FSMC's progress towards the BOE's goals for the School Nutrition Program.
- 4. FSMC shall provide SFA a monthly report, by school, showing the ending inventory of purchased food, supplies, and USDA Foods. FSMC shall provide SFA with year-end inventories of purchased food, supplies, and USDA Foods.
- 5. SFA and FSMC shall provide any and all documents necessary for the independent auditor to conduct SFA's single audit and to determine FSMC's guaranty.
- 6. SFA shall ensure all revenues from the sale of nonprogram foods accrues to the nonprofit School Nutrition Program account and that revenues available to support the production of reimbursable school meals do not subsidize the sale of nonprogram foods. FSMC shall annually provide SFA information on food costs and revenues; such information shall include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Nonprogram foods may include but are not necessarily limited to: *a la carte* items, catered foods, vending machine foods, student stores operated, and any other sales generated through the nonprofit School Nutrition Program account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from nonprogram foods found at 7 CFR § 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of nonprogram foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR § 210.14(f), as provided in SP 20-2016, *Nonprofit School Nutrition Account Nonprogram Food Revenue Requirements* (Dec. 23, 2015).
- 7. FSMC shall make its records, books, electronic and written records, and other documents pertaining to this Contract available, upon demand, in an easily accessible manner for a period of three (3) years after the final claim for reimbursement for the fiscal year to which they pertain. FSMC shall retain records for a longer period if any audit or Administrative Review has not been resolved. If any audit or Administrative Review findings regarding FSMC's records have not been resolved within this three (3) year record retention period, the records shall be retained beyond the three (3) year period for as long as required for the resolution of the issues raised by the audit or Administrative Review. (See 7 CFR § 210.9(b)(17); 2 CFR § 200.333.)
- 8. FSMC shall not remove Federally required records from SFA premises upon the expiration or termination of this Contract.
- 9. Authorized representatives of SFA, NCDPI, NCDA&CS, USDA, and USDA's Office of the Inspector General ("OIG") shall have the right to conduct on-site audits and/or Administrative or other reviews of the School Nutrition Program.

10. SFA shall monitor the School Nutrition Program to ensure conformance with SFA's Agreement with NCDPI and NCDA&CS. SFA shall also monitor FSMC's compliance through periodic onsite reviews and shall complete written reports detailing the findings of each review and any required corrective actions. SFA shall submit quarterly reports to NCDPI describing the performance of FSMC in the prior quarter and shall submit an annual report assessing the performance of FSMC in the prior year. The annual report shall be due to NCDPI on April 1<sup>st</sup> each year.

## L. Financial Terms and FSMC Guaranty

- 1. All income accruing as a result of payments by children and adults, Federal and State reimbursements, local payments, and all other income from sources such as donations, special functions, catering, *a la carte* sales, vending, concessions, contract meals, grants, and loans shall be credited to the nonprofit School Nutrition account and used on a daily basis to support the operation and/or improvement of the School Nutrition Program and for no other program or purpose. Any profit or guaranteed return shall remain in SFA's nonprofit School Nutrition account.
- 2. All facilities, equipment, and services to be provided by SFA shall be provided and maintained at SFA's expense. [Note: Refer to Exhibit K, Designation of Program Responsibilities and Expenses, to designate whether SFA or FSMC will assume specific responsibilities.]
- 3. SFA shall determine the computation of meal equivalency. The meal equivalency shall remain fixed for the term of this Contract and for all subsequent renewals or other modifications.

## **Computation of Meal Equivalents**

Meal Type	<b>Estimated Meal Counts</b>	Meal Equivalents
Reimbursable Student Lunches	499,362	499,362
Paid Adult Lunches	(N/A – a la carte sales to adults)	
Reimbursable Student Breakfasts	351,760 divided by 2	175,880
Paid Adult Breakfasts	(N/A – a la carte sales to adults)	
After School Snacks	29,667 divided by 4	2,119
CACFP ARAM Dinner Program	16,567	16,567
A la Carte Sales	\$105,962 divided by \$4.75	22,308
Total Meal Equivalents	Total Projected based on computations	716,236

4. Payment to FSMC shall be made on the basis of a Firm, Fixed-price per Meal Equivalent plus a Management Fee per Meal Equivalent. FSMC shall guarantee to SFA a Fixed, Firm-Price per Meal Equivalent plus a Management Fee per Meal Equivalent. Both fees shall constitute the Maximum Allowable Cost of this Contract. No other expenses shall be paid or reimbursed to FSMC from the nonprofit School

Nutrition account, except the quarterly adjustment for transition of positions from SFA to FSMC should such transition occur. Failure to adhere to this condition may result in termination of the Contract.

- 5. The following shall be included in the Management Fee and shall not be charged directly to SFA in any other manner:
  - a. Personnel and Labor Relations Services and District and/or Site Visits;
  - b. Legal Department Services;
  - c. Purchasing and Quality Control;
  - d. Technical Research;
  - e. Cost Incurred in Hiring and Relocating FSMC Management Personnel;
  - f. Dietetic Services (Administrative and Nutritional);
  - g. Test Kitchens;
  - h. Accounting and Accounting Procedures;
  - i. Tax Administration;
  - j. Technical Supervision;
  - k. Supervisory Personnel and Regular Inspections or Audit Personnel;
  - 1. Teaching and Training Programs;
  - m. General Regional Support;
  - n. General National Headquarters Support;
  - o. Design Services;
  - p. Menu Development;
  - q. Uniforms for all School Nutrition Staff (if a specific Uniform is required by FSMC);
  - r. Information Technology and Support;
  - s. Payroll Documentation and Administrative Cost;
  - t. Sanitation:
  - u. Personnel Advice;
  - v. Travel and per diem pertaining to this Contract; and
  - w. Any and all travel for FSMC staff.
- 6. All program expenses not otherwise defined in this Contract shall be assumed to be covered by FSMC under the Management Fee per Meal Equivalent.
- 7. FSMC shall promptly repay SFA the full amount of any fiscal action against SFA as a result of an audit, Administrative Review, or for any other reason, including, but not limited to, the amount of the denied reimbursement (e.g., food loss, over-claim, disallowed costs, or other fiscal actions or questioned cost attributable to FSMC's action hereunder). Such repayment shall be subtracted from the funds due to FSMC. In the event the reimbursement is denied after the termination or expiration of this Contract, FSMC shall refund the amount of the denied reimbursement to SFA's nonprofit School Nutrition account. FSMC shall not be

responsible for an over-claim as a result of the SFA's determining official's incorrect classification of a household application for meal benefits.

- 8. FSMC shall maintain all records as required by SFA to support SFA's claim for reimbursement and the monthly invoice based on the agreed-upon firm, fixed-price and management fee per meal equivalent.
- 9. The method by which FSMC shall use and account for USDA Foods shall be in accordance with Section III.G *supra*.
- 10. FSMC may petition SFA for an increase in the fixed-price per meal equivalent and/or the management fee per meal equivalent annually at the time of the Contract renewal should the decision to renew be mutually agreeable to both parties. The amount of the increase requested by FSMC shall reflect the costs of goods and services over time as reflected in the Consumer Price Index (as referenced paragraph 12 of Section III.L *infra*). The increase may also reflect FSMC's actual additional costs associated with the transition of SFA positions to FSMC positions for the prior year. All personnel transition costs shall be documented as prescribed in paragraph 5 of Section III.J.
- 11. Upon consideration of documentation substantiating FSMC's actual personnel costs over the prior year as a result of transitioning positions from SFA to FSMC, FSMC may propose an increase in the fixed-price per meal and fixed management fee per meal equivalent to reflect increased personnel costs as a direct result of position transition. Such a proposed increase shall be reflected in the annual Maximum Allowable Cost of the Contract should the Contract be renewed in subsequent years based upon the mutual agreement of both parties. At the time of each renewal, and no later than April 1st annually, FSMC shall propose a modified fixed-price fee per meal equivalent and fixed-price fee (per meal equivalent) for management services (based upon meal equivalency) to cover FSMC costs for transitioned personnel/positions. FSMC's proposed fixed-price shall be documented by including the names of all transitioned personnel/position, their job titles, general duties, respective duty stations, hours of employment, effective start date, all payroll costs incurred by FSMC for each position, and any other data required to substantiate the proposed fixed-price proposal for the coming year. SFA shall approve all documentation prior to submitting the fixed-price structure for the Contract renewal. The proposed adjusted fixed-priced structure and the documentation to support the adjusted fixed-prices shall be approved by NCDPI prior to execution of any Contract amendment or renewal.
- 12. FSMC may also petition SFA for an increase in the fixed-price per meal equivalent and the fixed price for management services (based upon meal equivalency) to reflect the costs in the marketplace. Such petition may not exceed the index to which the Federal reimbursement rates are tied, which is the *Food Away from Home Series of the Consumer Price Index or CPI*. The Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home South-Size D (all nonmetropolitan areas) ("CPI") shall be the basis

of the increase. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. This proposed increase shall be based on the previously agreed-upon fixed-prices (per meal and management fee) from the base solicitation and initial Contract and any subsequent amended Contracts. The CPI-based increase shall not be applied to FSMC's costs for transitioning positions from SFA to FSMC. Price increases shall be managed in the following order:

- (1) Consideration of the fixed-price per meal equivalent and fixed-price for management services which is based on meal equivalency in the original FSMC proposal and initial Contract or previous Contract amendment if request is considered for Contract renewals/amendments in the second, third, fourth, or fifth years of this Contract.
- (2) Application of the approved CPI percentage to the prior year fixed-price per meal and fixed-price for management services (based on documentation provided by FSMC, written approval of SFA, and final approval by NCDPI).
- (3) Application of FSMC's costs (as approved by SFA) for transitioning positions from SFA to FSMC based on FSMC's documented costs in the prior year.
- (4) Conversion of FSMC's prior year costs of transitioning SFA positions to FSMC positions into an annual fixed-price per meal equivalent and fixed-price for management services (based on meal equivalency).
- 13. Before price increases may be considered, FSMC shall document, through cost or price analysis, the need for such a price increase. SFA shall forward all documentation, including FSMC's justification for a proposed price increase, to NCDPI for prior review and approval by April 1<sup>st</sup> of each year. No price increase shall be implemented under this Contract under any circumstances without NCDPI's prior written approval. Any price increase without NCDPI's prior written approval shall be grounds for denial of the use of Federal School Nutrition funds to support the cost of this Contract.
- 14. For the purpose of payment to FSMC, actual meal counts of meals served to students shall be used; provided, however, that no payment shall be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract. (*See* 7 CFR § 210.16(c)(3).)
- 15. For purposes of payment to FSMC as compensation for personnel costs as SFA transitions positions to FSMC, FSMC may submit an invoice on a quarterly basis which includes the names of all transitioned personnel/position, their job titles, general duties, respective duty stations, hours of employment, effective start date, and all payroll costs incurred by FSMC.
- 16. Payment Terms/Method: FSMC shall invoice SFA within 15 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

- 17. SFA shall make payment within 15; however, no interest, finance charges, or penalties that may accrue under this Contract shall be paid from SFA's nonprofit School Nutrition Program account.
- 18. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, State and local income tax, payroll, and withholding taxes for FSMC employees. FSMC shall indemnify and hold SFA harmless for any and all claims arising from payment of such taxes and fees.
- 19. FSMC guarantees revenues in excess of <u>all</u> expenditures to SFA in the amount stated in this Contract. Revenues in excess of expenditures shall be determined by the annual independent audit conducted by the audit firm contracted by SFA. Revenues in excess of expenditures shall be based on all revenues and expenses set forth in the School Nutrition Program Budget as reflected in Exhibit D and any other necessary revenues or expenses generated or incurred in the operation of SFA's nonprofit School Nutrition Program. In the event of an overall net loss in the program, FSMC shall reimburse SFA in the amount of the loss plus any guaranty offered by FSMC. In the event the actual revenues in excess of expenditures is below the guaranteed amount, FSMC shall pay to SFA any shortfall within thirty (30) days of SFA's determination of the shortfall amount. Within thirty (30) days, FSMC shall pay SFA a guaranty payment as provided for in the Schedule of Terms for FSMC Guaranty. In the event FSMC pays a guaranty, FSMC shall not recover the guaranty from SFA in subsequent Contract year(s).
- 20. All information related to SFA's nonprofit School Nutrition Program budget, revenues, and expenses included in this RFP/Contract is provided for FSMC's planning purposes. The SFA budget revenues and expenses are subject to change for future years based on market and student participation conditions.
- 21. SFA shall not be responsible for any expenditure incurred by FSMC prior to both execution of this Contract and approval by NCDPI.
- 22. SFA and FSMC fully acknowledge and 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 USDA Regulations 7 CFR § 210.16(c) and 2 CFR § 200.323(d).

### M. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, School Nutrition Program surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC), and similar compilations regularly used in FSMC business operations and known as "Trade Secrets." SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without FSMC's prior written consent. All Trade Secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination or

expiration of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees all software associated with the operation of the School Nutrition Program(s), including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software and SFA shall not retain such software beyond the termination or expiration of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. SFA's obligations under this section are subject to SFA's obligations under North Carolina Public Records Law and any other law that may require SFA to use, reproduce, or disclose FSMC confidential information. This provision shall survive termination or expiration of this Contract.

- 2. Any discovery, invention, software, or program, the development of which is paid for by SFA, shall be the property of SFA and to which NCDPI and USDA shall have unrestricted rights.
- 3. During the Term of this Contract, FSMC may have access to SFA confidential information, including student identifiable confidential information that is protected from disclosure by Federal law (42 U.S.C. §1758(b)(6)). FSMC shall hold any SFA confidential information in confidence during the Term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and shall not make any SFA confidential information available in any form to any third party or use confidential information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use all necessary and reasonable security measures to protect SFA's confidential information from unauthorized access, use, or disclosure and ensure SFA's confidential information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's confidential information provided to FSMC, and FSMC shall destroy all other copies of SFA's confidential information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

### N. Optional Requirements

No optional requirements are requested by the SFA for improvements in or financing of commercial equipment, technology applications or devices or technology services, or other products or services.

### O. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of North Carolina. FSMC shall submit a Certificate of Insurance evidencing FSMC's insurance coverage for these amounts at the time of the award.

- 2. SFA requires the following insurance coverage for the Term of this Contract:
  - a. Comprehensive General Liability includes coverage for:
    - 1) Premises Operations
    - 2) Products Completed Operations
    - 3) Contractual Insurance
    - 4) Broad Form Property Damage
    - 5) Independent Contractors
    - 6) Personal Injury

\$1,000,000 Combined Single Limit.

- b. Automobile Liability: \$1,000,000 Combined Single Limit
- c. Workers' Compensation: Statutory; Employer's Liability: Statutory
- d. Excess Umbrella Liability: \$1,000,000 Combined Single Limit
- 3. FSMC shall name SFA as an additional insured on its General Liability, Automobile, and Excess Umbrella policies. FSMC shall provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- 4. FSMC shall notify SFA of the cancellation of any insurance policy at least thirty (30) days before such cancellation is to take effect; the Certificate(s) of Insurance shall also provide for such notice to SFA.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

#### P. Term and Termination

- 1. This Contract shall be for a period of one (1) year, with options to renew the Contract for four (4) additional terms of one (1) year each upon mutual agreement of the parties.
- 2. If SFA shall at any time make a reasonable decision that adequate funding from Federal, State, or local sources will not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving ten (10) days written notice to FSMC. SFA may, at its sole discretion, make arrangements to obtain sufficient substitute performance arrangements as SFA deems necessary and desirable. In the event of a change in funding from Federal and/or State sources, SFA reserves the right to cancel the contract in total or modify the terms and conditions as necessary.
- 3. <u>Termination without Cause.</u> Either party may terminate this Contract without cause upon ninety (90) days written notice to the other party.
- 4. <u>Termination with Cause.</u> Either party may cancel this Contract for cause with 60-day written notification to the other party. (*See* 7 CFR § 210.16(d).) Conditions for cause are as follows:

- (i) Nonperformance by FSMC on any term or covenant of this Contract, after being provided written notice thereof, and failure to cure such nonperformance within a reasonable time thereafter, but in no event greater than thirty (30) days;
- (ii) Any act of insolvency by FSMC, or the filing by or against FMSC of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief or relating to debtors, or the appointment of any receiver or trustee to take possession of the property of FSMC:
- (iii) The subjection of any of FSMC's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency;
- (iv) FSMC's purported unauthorized transfer or assignment of the Contract or any rights or obligations under this Contract;
- (v) FSMC or any agent or employee of FSMC's act of omission in the course of performance hereunder that endangers or threatens the health, safety, or well-being of others;
- (vi) FSMC or any agent or employee of FSMC's commission of an act of fraud, defalcation, or dishonesty or any act, omission of series of acts, or omissions which singly or together constitute an unfair or deceptive trade practice;
- (vii) Any discovery that any material representation by FSMC is materially misleading or inaccurate; or
- (viii) FSMC ceases to do business.
- 5. Notwithstanding the termination provisions listed above, SFA may immediately terminate this Contract with written notice to FSMC for breach/neglect as determined by SFA when considering such items as:
  - (i) failure to maintain and enforce required standards of sanitation;
  - (ii) failure to maintain proper insurance coverage as required by this Contract;
  - (iii) failure to provide required periodic information or statements;
  - (iv) failure to maintain quality of service at a level satisfactory to SFA; or
  - (v) failure to comply with Federal and/or State regulations.
- 6. In the event of FSMC's nonperformance under this Contract and/or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available remedies against FSMC, including, but not limited to, administrative, contractual, and legal remedies. (*See* 7 CFR 210.16(b)(2).) SFA shall have the right to seek all sanctions and penalties as may be appropriate. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies.
- 7. In the event of FSMC default, FSMC shall pay SFA the amount of any performance or surety bond within thirty (30) days of default.

- 8. SFA agrees that if upon being advised in writing by FSMC that its services are not returning a fair and equitable profit, SFA and FSMC fail to effectuate new financial arrangements within thirty (30) days rectifying the problem, FSMC may terminate this Contract by giving sixty (60) days written notice to SFA.
- 9. Upon termination or expiration of this Contract, FSMC shall, as soon as feasible, vacate all parts of the premise(s) occupied by FSMC and return the premise(s) to SFA, together with all the equipment and supplies furnished by SFA, in the same condition as when originally made available to FSMC, excepting reasonable wear and tear and fire and other casualty loss. In the event of expiration or termination, it shall be incumbent upon FSMC to cooperate fully with the replacement FSMC or SFA is returning to a self-operated School Nutrition Program and with NCDPI to ensure a smooth and timely transition to the replacement FSMC or SFA.
- 10. 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.
- 11. In no event shall SFA be liable under this Contract or in connection with any other claim, whether in contract, tort, or otherwise arising out of or relating to this Contract, in excess of amounts due under this Contract. In no event shall SFA be liable for any incidental, consequential, or other damages of any kind, including any lost profits, lost savings, lost opportunities, lost data or any other special indirect, exemplary damages.
- 12. SFA is the responsible authority, without recourse to USDA, NCDPI, or NCDA&CS, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
- 13. In the event either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists. In the event of a Force Majeure which interferes with the operation of SFA's School Nutrition Program, upon request, FSMC will take all reasonable steps to continue to provide service in accordance with the terms and conditions of the Contract in a manner that is satisfactory to SFA. SFA shall not be responsible for any costs incurred by FSMC because of the Force Majeure event unless SFA has requested, in writing, that FSMC incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and SFA has agreed in writing to incur such additional costs. In the event FSMC is not able to perform, SFA may, in its sole discretion, terminate this Contract and assume control of the facilities, equipment, food, supplies, expendables, etc. necessary for the continued operation of SFA's School Nutrition Program.

#### O. Additional Conditions

1. All aspects of the relationship between BOE, LEA, SFA, and FSMC shall be governed by a Standard of Conduct that covers any and all Conflicts of Interest. The Standard of Conduct applies to all employees, officers, and agents within BOE, LEA, SFA, and FSMC. The Standard of Conduct is as follows, as prescribed in 2 CFR § 200.318(c)(1).

All parties – BOE, LEA, SFA, FSMC, and any subcontractor or affiliate – are prohibited from real or apparent conflicts of interest governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, standards may be set for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the parties. (2 CFR § 200.318(c)(1).) If a party to the Contract has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the party must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the party is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (2 CFR § 200.318(c)(2).) This includes receiving gifts or other items outside of the scope of the solicitation, such as football signs, vacations, and kitchen equipment. Such gifts or items create a conflict of interest and should not be accepted. If an offeror provides these types of items, the offeror would be considered overly responsive and should be disqualified to be awarded the contract.

- 2. <u>Governing Law.</u> This Contract shall be governed by and construed in accordance with North Carolina and Federal law.
- 3. <u>Headings.</u> All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
- 4. <u>Incorporation/Amendments.</u> This Request for Proposal and Contract, which includes the attached Exhibits A L and FSMC's proposal documents shown in Attachments A V (collectively the "Contract Documents"), constitutes the entire agreement between the parties with relation to the transaction contemplated herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA's Request for Proposal and Contract then (ii) FSMC proposal documents and then (iii) any future Contract amendment. No

modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved, in writing, by NCDPI. Furthermore, SFA shall alone be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

- 5. <u>Oral Interpretations.</u> No oral interpretations of the RFP/Contract requirements shall be binding on the SFA. All changes in the RFP/Contract shall be in writing and shall be issued in the form of an addendum to the RFP not less than ten (10) calendar days prior to proposal opening.
- 6. <u>FSMC Certification.</u> By entering a response to this RFP/Contract, FSMC certifies the corporation, firm, or person is submitting a proposal/bid for the same materials, supplies, equipment, or services as specified in the RFP. FSMC fully acknowledges and certifies that the proposal is in all respects fair and without collusion or fraud. FSMC fully acknowledges and certifies that it understands that collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.
- 7. <u>Conflicts of Interest.</u> Conflicts of interest, gratuities and kickbacks, personal incentives, or other inducements are strictly prohibited. Any employee, officer, or agent of LEA, BOE, or SFA, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of business, or the giving of business, for, to, or from, any person, partnership, firm, or corporation offering, bidding for, or in open market seeking to make sales to SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment in accordance with State and/or Federal laws.
- 8. <u>Student Information.</u> FSMC agrees that all student records obtained in the course of providing services to SFA under this contract shall be subject to the confidentiality and disclosure provisions of applicable Federal and State statutes and regulations and SFA policies. FSMC shall ensure that all student records in its possession are kept in a secure location to prevent access by unauthorized individuals. Personally identifiable student information shall only be accessible to employees of FSMC to the extent necessary to furnish the services described in this Contract. FSMC shall ensure no employee is afforded access to confidential student records or information pursuant to this Contract without first being instructed regarding his or her confidentiality and non-disclosure obligations. FSMC shall not forward to any person other than the Contract Manager, any student record, including, but not limited to, any student's identity, without the written consent of the parent and SFA. Upon termination or expiration of this Contract, FSMC shall turn over to SFA all student records still in FSMC's possession. The failure to adhere to the confidentiality and non-disclosure requirements specified herein shall be deemed a material breach of this Contract.
- 9. <u>Accrual to FSMC.</u> Contracts that permit receipts and/or expenses to accrue to FSMC are prohibited.

- 10. Indemnity. FSMC shall indemnify and hold SFA harmless from and against any and all losses, liabilities, claims, lawsuits, judgements, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) which may arise out of or be caused by any negligent act or omission or intentional wrongdoing of FSMC or its agents, employees, invitees, or contractors, or which may arise out of or be caused by the maintenance, presence, use, installation, or removal of any equipment or other property owned or operated by FSMC or its agents, employees, or contractors. FSMC hereby assumes the risk of the inability to operate as a result of any power failure or other equipment or product failure for any reason whatsoever and agrees to indemnify and hold SFA harmless from all damages and costs of defending any claim or suit for damages of any kind including business interruption and attorneys' fees asserted against SFA by reason of such failure. SFA will not be responsible for any damage to FSMC's property, business, agents, or employees resulting from any electrical power failure, fire, lightning, windstorm, or act of God, or any other damage or loss not caused by the gross negligence or intentional wrongdoing of SFA or its employees. SFA's liability to FSMC in the event of any loss or damage to FSMC's property caused by the negligence of SFA or their employees shall be limited to the cost of repairing or replacing such property, plus any reasonable and necessary costs of removing and installing such property. SFA shall not, in any event, be liable in damages for FSMC's business loss, business interruption, or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and FSMC, and anyone claiming by or through it, expressly waives all claims for such damages. This clause shall survive termination of this Contract. The parties expressly agree that this indemnification clause is an "evidence of indebtedness" for purposes of N.C. Gen. Stat. § 6-21.2.
- 11. <u>Emergency Closing.</u> SFA shall notify FSMC of any interruption in utility service of which it has knowledge. SFA shall also notify FSMC of any delay in the beginning of the school day or the closing of the school(s) due to snow, hurricanes, or other emergency conditions.
- 12. <u>Notices.</u> All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Closing above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid, or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: Attn: Sandra Spivey, Asheboro City Schools, 1126 S Park Street, Asheboro, NC 27203

To FSMC: [input address, telephone number, and/or fax number once FSMC is selected.]

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

- 13. <u>Severability.</u> If one or more provisions of this Contract, or the application of any provision to either party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14. <u>Silence, Absence or Omission.</u> Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
- 15. <u>Subcontract/Assignment.</u> No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
- 16. <u>Waiver.</u> The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants, or conditions of this Contract, or the failure to demand prompt performance of any obligation under this Contract, shall not be deemed a waiver of such right or remedy, of the requirement of punctual performance, or of any subsequent breach or default on the part of the other party.
- 17. <u>Applicable Policies.</u> FSMC acknowledges that the Asheboro City Schools BOE has adopted policies governing conduct on LEA/SFA property and shall abide by any and all relevant LEA policies while on LEA property. FSMC acknowledges that it has received copies of and will abide by the following Asheboro City Schools BOE policies. <a href="https://Asheboro.k12.nc.us/BoardPolicies.aspx">https://Asheboro.k12.nc.us/BoardPolicies.aspx</a>
- 18. <u>Unannounced Reviews</u>. Authorized representatives of the LEA, SFA, BOE, NCDPI, NCDA&CS, and USDA shall have the right to conduct unannounced, on-site administrative and other reviews of the School Nutrition Program, including the inspection of all records and supporting documentation associated with the Contract.
  - 19. <u>NCDPI Review</u>. This Contract is not effective until it is approved in writing by NCDPI.
- 20. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns any rights or remedies under this Agreement.
- 21. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract, its suits and forum shall be North Carolina, where

all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

#### R. Certification and Schedule of Applicable Laws

- 1. SFA shall ensure that NCDPI has reviewed and approved the contract terms and that it has incorporated all NCDPI required changes into the contract or amendment before any contract or amendment is executed. Any changes made by SFA to this prototype contract or any NCDPI approved contract term must be approved in writing by NCDPI before the contract is executed. When requested, SFA must submit all procurement documents, including responses submitted by potential contractors, to NCDPI by the due date established by NCDPI.
- 2. FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3. FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").
- 4. FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- 5. 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.
- 6. In the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. All parties 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 113-1, *Civil Rights Compliance and Enforcement Nutrition Programs and Activities*. (See 7 CFR 210.23(b).)

7. The SFA and FSMC hereby agree they will comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. The USDA non-discrimination statement that is in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

- FSMC shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 9. FSMC shall comply with the *Buy American* provision (7 CFR § 210.21(d)) for contracts that involve the purchase of food.
  - (i) FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
  - (ii) FSMC shall seek approval of SFA before purchasing foods under an exception to the *Buy American* provision and maintain documentation of any such purchases that must include, at a minimum:
    - i. the non-domestic product that was purchased
    - ii. the date of the purchase
    - iii. the reason for the exception
    - iv. any efforts made to find alternate sources or substitute domestic products
  - (iii) SFA may review vendor purchase records to ensure compliance with the *Buy American* provision.
- 10. FSMC shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection I, *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 11. FSMC shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection H, *Debarment and Suspension* (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. FSMC certifies, by submission of this response/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 12. FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 13. FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 14. FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires FSMC and SFA to do the following with contracting:
  - a. FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 15. To the maximum extent practicable, FSMC shall comply with 2 CFR § 200.322, Procurement of Recovered Materials, which states the SFA and FSMC must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 16. FSMC has executed and shall comply with the Debarment Certification, which shall be provided:
  - a. by SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that SFA had referenced *The System for Award Management*;
  - b. by FSMC signing this Contract certifying that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency or by the State of North Carolina; or
  - c. by submitting the NCDPI Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form.
- 17. FSMC has executed and shall comply with the Non-Collusion Affidavit, which is attached to this Contract as "Attachment Q" and fully incorporated herein.
- 18. FSMC has executed and shall comply with the Certification of Independent Price Determination, which is attached to this Contract as "Attachment R" and fully incorporated herein.
- 19. FSMC has executed and shall comply with the Lobbying Certification, which is attached to this Contract as "Attachment S" and fully incorporated herein. If applicable, FSMC has also executed and shall comply with Standard Form-LLL, Disclosure of Lobbying Activities, which is attached to this Contract as "Attachment U" and fully incorporated herein.
- 20. FSMC shall comply with all applicable Health Certifications as required in Section III.I *supra*. Where certifications are required for assurances in Section III.S, FSMC shall provide written certification prior to execution of the final Contract.
- 21. <u>Iran Divestment Act Certification.</u> FSMC certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4. In compliance with the

requirements of the Iran Divestment Act and N.C. Gen. Stat. § 143C-6A-5(b), FSMC shall not utilize in the performance of this Contract any subcontractor that is identified on the Final Divestment List.

22. FSMC shall comply with all other pertinent state and federal laws and regulations.

(THIS SPACE INTENTIONALLY LEFT BLANK)

#### CONTRACT/AGREEMENT AUTHORIZATION

Offeror certifies that FSMC shall operate in accordance with all applicable Federal and State relations and local policies. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein. This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods; any contract amendment shall receive prior written approval from NCDPI prior to execution.

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

ATTEST:	SCHOOL FOOD AUTHORITY:
	Name of SFA
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date Signed
ATTEST:	FOOD SERVICE MANAGEMENT COMPANY:
	Name of FSMC
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date Signed
This Agreement has been approved as required by	y the School Budget and Fiscal Control Act.
Signature of Chief Financial Officer	Print Name Date

## All SFA Exhibits A – L are to be provided by the SFA SFA Exhibits

The following information is provided by the SFA to the FSMC to assist the FSMC in preparing the proposal; these items are part of the RFP/Contract:

Exhibit A	Specific, measurable goals established by the BOE, LEA and/or SFA
Exhibit B	Schedule of School Nutrition Locations/Sites and Services Provided
Exhibit C	<ul> <li>Menu Cycles</li> <li>National School Lunch Program</li> <li>School Breakfast Program</li> <li>A la Carte Program</li> <li>After School Snack Program</li> <li>Seamless Summer Nutrition Program or Summer Nutrition Program</li> <li>ARAM – Dinner Program</li> </ul>
Exhibit D	School Nutrition Program Budget
Exhibit E	List of schools and a description of each, including Average Daily Membership, (ADM), Average Daily Participation (ADP). student eligibility by category and current meal prices
Exhibit F	School Calendar, including meal service days, teacher workdays, required professional development
Exhibit G	SFA Employees including aggregate salaries inclusive of benefits
Exhibit H	FSMC Employees (will not apply in a first-year solicitation)
Exhibit I	Copies of Reimbursement Claims for Current and Prior School Years
Exhibit J	Minimum Food Specifications
Exhibit K	Designation of Program Responsibilities and Expenses
Exhibit L	Written Responses to Questions from potential Contractors

#### Exhibit A

#### Specific, measurable goals established by the BOE, LEA, and/or SFA

The leadership of Asheboro City Schools has established the following goals for its School Nutrition Program:

#### The FSMC Shall:

- 1. Increase lunch participation by at least 5% through new menu items, innovative meal service options, student involvement and other meaningful strategies. (Current lunch participation rate is 65.24%.)
- 2. Grow the Summer Food Service Program through increased community partnerships to at least one (1) new partnering agency in coordination with learning opportunities for students. Expand community partnerships beyond those currently established which include three community agencies: YMCA, Dream Center and the Boys and Girls Club.
- 3. Continue to Improve the nutritional value and student appeal for all meals served by increasing input from students, parents, staff and other stakeholders in menu planning and taste-testing with various student groups.
- 4. Increase nutrition education for all students through afterschool cooking clubs, cooking and tasting events, Chef competitions, etc.

**Exhibit B**Schedule of School Nutrition Locations/Sites and Services Provided

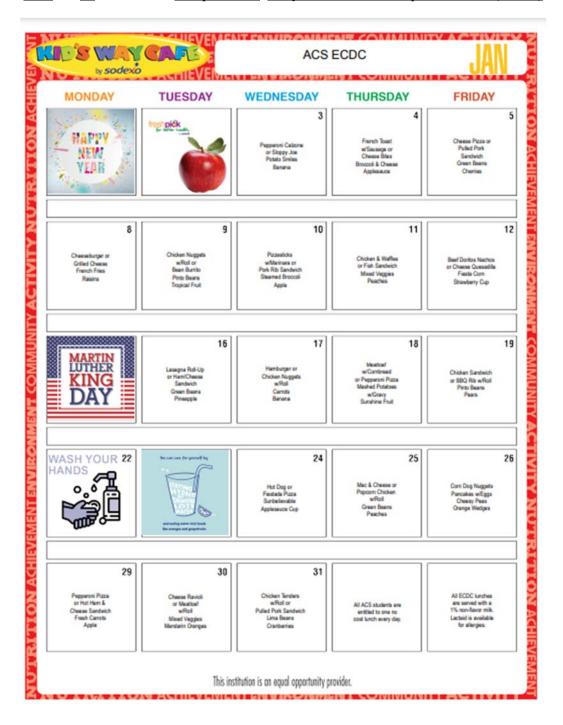
Location/Site	Universal Breakfast in Cafeteria	Grab and Go Breakfast (Reimbursable)	Second Chance Breakfast	National School Lunch Program	A la Carte	After School Snack Program	ARAM - Dinner Program
Asheboro High School	Х		Х	Х	Х	Х	
South Asheboro Middle		x		Х	Х	X	
North Asheboro Middle		x		х	Х	Х	
Balfour Elementary		x		х	Х	Х	Х
Charles W McCrary Elementary		x		х	Х	Х	Х
Donna L Loflin Elementary		x		х	Х	Х	Х
Guy B Teachey Elementary		х		х	х	х	Х
Lindley Park		х		х	х	х	Х
Early Childhood Development Center		Х		х	х	х	
George Washington Carver Center							Х

# Exhibit C PROGRAM MENU CYCLES Menu Cycle for National School Lunch Program

Attach a sample 21-day cycle lunch menu prepared by the SFA.

This menu must be used for the first 21-day cycle of the new school year, unless changes are requested and approved by SFA.

2023 - 2024 School Year Campus Level: Early Childhood Development Center (ECDC)



# Exhibit C (continued) PROGRAM MENU CYCLES MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

2023 - 2024 School Year Campus Level: Middle School



# Exhibit C (continued) PROGRAM MENU CYCLES MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

2023 - 2024 School Year Campus Level: Middle School



ACS MIDE	LE SCHOOL	S LUNC	H JANUA	ARY 2024
New Yeas	PICK INC. INC.	3 Meatloaf w/Biscuit or Chicken Calzone Mixed Veggies or Spinach w/Cheese Apple	4 French Toast w/ Sausage or Grilled Turkey Cheese Sand. Hash Brown Rounds or Broccoli w/Cheese Orange	5 Spicy Chicken Nuggets w/Roll or Pulled Pork Sandwich Lima Beans or Grape Tomatoes Sunshine Fruit
8 Chicken & Waffles or Fish Sandwich French Fries or Baked Beans Apple	9 Hot Dog or Chef Salad w/Crackers Green Beans or Fresh Carrots Orange	10 Pizzasticks or Pork Rib Sandwich Spicy Cauliflower or Fresh Broccoli Cherries	11 Broccoli Chicken Alfredo w/BS or Corn Dog Stick Cinn. Rstd Sweet Potatoes or Celery Peaches	12 Beef Doritos Nachos Or Cheese Calzone Salsa or Fiesta Corn Strawberry Cup
WE CELEBRATE MLK, JR. DAY TODAY!	16 Lasagna Roll Up or Cheesy Ranch Wrap Steamed Broccoli or Sweet Potatoes Tropical Fruit	17 Sausage Pizza or Teriyaki Chicken & Rice Seasoned Carrots or Oriental Veggies Peaches	18 Meatloaf w/Corn bread or Chicken Tender Wrap Mashed Potatoes w/Gravy or Steamed Peas Raisins	19 Chicken Doritos Nachos or BBW Rib Sandwich Pinto Beans or Suntropical Pear Crisp
NO SCHOOL	23 NO SCHOOL	24 Hot Dog or Tenders & Waffles Green Beans or Fresh Cauliflower Cherries	25 Mac & Cheese or Popcorn Chicken Salad w/Roll Sweet Potatoes or Black Beans Banana	26 Corn Dog Nuggets o Pancakes w/Eggs Chees Peas or Mixed Veggies Peaches
29 BBQ Rib w/Roll or Hot Ham & Cheese Sub Fresh Carrots or Broccoli Apple	30 Cheese Ravioli w/BS or Chicken Quesadilla Mixed Veggies or Fresh Celery Mixed Berry Cup	Meatloaf w/Cornbread or Chicken Calzone French Fries or Spinach w/Cheese Peaches	One no cost lunch is provided to all ACS students daily	A choice of milk is available for lunch. Chocolate, 1% or strawberry. Lactose available for milk allergy.

# Exhibit C (continued) PROGRAM MENU CYCLES MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

2023 - 2024 School Year Campus Level: High School





## Asheboro High School <del>Jan</del>uary 8-12

Tons of Variety
Try Something New
Everyday!



**FAST TAKES** 

DFL

#### **EVERYDAY**:

Cheeseburger, Hamburger or Chicken Sandwich, Hot Dog

Side Bar: French Fries

The Condiment Bar:

Chili, Jalapenos, Banana Peppers & More.

EVERYDAY: Broccoli, Carrots, Cauliflower, Celery, Grape Tomatoes

Apples, Bananas, Oranges

Specials: Condiments available on each line.

Weekly Lunch Side Specials: Black Beas, Mixed Veggies, Carrots

Pears



#### EVERYDAY:

Full Bar of Customizable Toppings

Specials:

Sweet/Sour Chicken

The Garden Bar:

Build Your Own Salad / Sub / Wrap



Chicken Tenders w/Cornbread

Specials:

Fish Nuggets w/Cornbread

The Condiment Bar:

Sriacha, Sweet & Sour, Teriyaki, Hot Sauce



Pepperoni or Cheese Pizza

Specials:

Fiestada Pizza, Cheese Ravioli & Texas Toast

The Condiment Bar:

Jalapenos, Red Peppers, Parmesan & More

#### EVERYDAY:

**Beef Nachos** 

Specials:

Cheese Enchilada

The Condiment Bar: Hot Sauce, Ranch, Jalapenos







## Asheboro High School January 15-19

**Tons of Variety Try Something New** Everyday!



**FAST TAKES** 

DEL

### **EVERYDAY**:

Cheeseburger, Hamburger or Chicken Sandwich, BBQ Rib Sandwich

Side Bar:

French Fries

The Condiment Bar:

Chili, Jalapenos, Banana Peppers & More.

EVERYDAY: Broccoli, Carrots, Cauliflower, Celery, Grape Tomatoes

Apples, Bananas, Oranges

Specials: Condiments available on each line.

Weekly Lunch Side Specials:

Pinto Beans, Sweet Peas, Steamed Corn

Strawberry Cup



#### EVERYDAY:

Full Bar of Customizable Toppings

Specials:

Spicy Hummus

The Garden Bar:

Build Your Own Salad / Sub / Wrap

Mozzarella Pizza Sticks w/Marinara

Specials:

Pepperoni Sandwich

The Condiment Bar:

Ranch, Sweet & Sour, Teriyaki, Hot Sauce



Pepperoni or Cheese Pizza

Specials:

French Bread Pizza, Spaghetti & Meat w/BS

The Condiment Bar:

Jalapenos, Red Peppers, Parmesan & More

#### **EVERYDAY:**

Beef Nachos

Specials:

Fish Taco

The Condiment Bar: Hot Sauce, Ranch, Jalapenos





### Asheboro High School January 22-26

Tons of Variety Try Something New Everyday!



**FAST TAKES** 

DEL

#### **EVERYDAY:**

Cheeseburger, Hamburger or Chicken Sandwich, Fish Sandwich

Side Bar:

French Fries

The Condiment Bar:

Chili, Jalapenos, Banana Peppers & More.

EVERYDAY: Broccoli, Carrots, Cauliflower, Celery, Grape Tomatoes

Apples, Bananas, Oranges

Specials: Condiments available on each line.

Weekly Lunch Side Specials:

Blackeye peas, Seasoned Carrots, Roast Broccoli

Raisins



#### **EVERYDAY**:

Full Bar of Customizable Toppings

Specials:

Black Beans

The Garden Bar:

Build Your Own Salad / Sub / Wrap

**EVERYDAY**:

Waffle Bar

Specials:

Chicken or Sausage Patties

The Condiment Bar:

Ranch, Sweet & Sour, Teriyaki, Hot Sauce



Pepperoni or Cheese Pizza

Specials:

Pepperoni Sandwich, Alfredo Mac & Cheese w/BS

The Condiment Bar:

Jalapenos, Red Peppers, Parmesan & More

#### **EVERYDAY**:

**Beef Nachos** 

Specials:

Chips & Cheese

The Condiment Bar: Hot Sauce, Ranch, Jalapenos

PIZZA

MEXICO

**ADVENTURE** 





### Asheboro High School Jan 29 – Feb 2

Tons of Variety Try Something New Everyday!



## FAST TAKES



DEL



## ADVENTURE







#### **EVERYDAY:**

Cheeseburger, Hamburger or Chicken Sandwich, Pepperoni Sandwich

Side Bar: French Fries

#### The Condiment Bar:

Chili, Jalapenos, Banana Peppers & More.

**EVERYDAY:** Broccoli, Carrots, Cauliflower, Celery, Grape Tomatoes Apples, Bananas, Cherries, Oranges

Specials: Condiments available on each line.

#### Weekly Lunch Side Specials:

Veggie Beans, Sweet Potatoes, Spinach Peaches

#### EVERYDAY:

Full Bar of Customizable Toppings

#### Specials:

Tuna Salad

The Garden Bar:

Build Your Own Salad / Sub / Wrap

#### **EVERYDAY**:

Corn Dogs

#### Specials:

Fish Nuggets w/Cornbread

#### The Condiment Bar:

Ranch, Sweet & Sour, Teriyaki, Hot Sauce

#### EVERYDAY:

Pepperoni or Cheese Pizza

#### Specials:

Chicken Calzone or Mac & Cheese

#### The Condiment Bar:

Jalapenos, Red Peppers, Parmesan

#### EVERYDAY:

**Beef Nachos** 

#### Specials:

Chicken Quesadilla

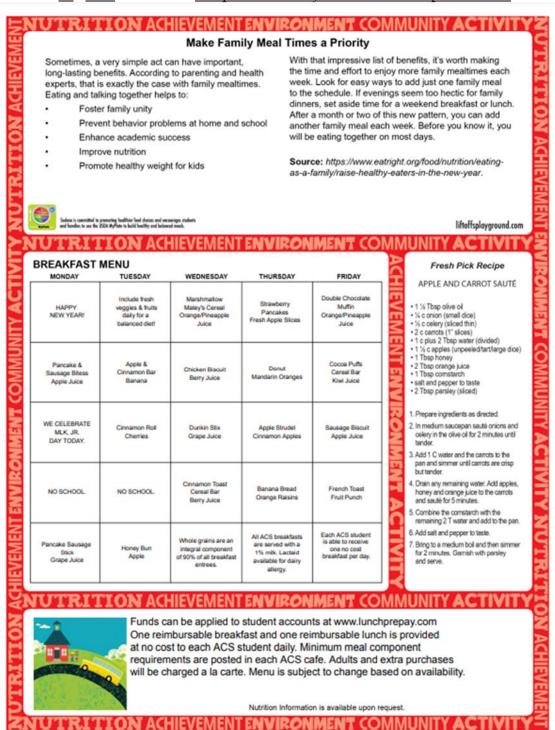
The Condiment Bar: Hot Sauce, Ranch, Jalapenos

#### Menu Cycle for School Breakfast Program

Attach a sample 21-day cycle breakfast menu prepared by the SFA.

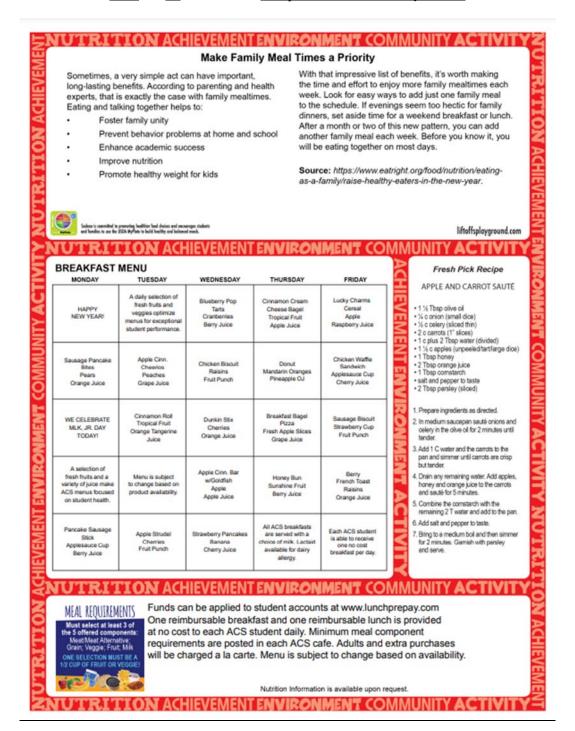
This menu must be used for the first 21-day cycle of the new school year, unless changes are requested and approved by SFA

2023 - 2024 School Year Campus Level: Early Childhood Development Center



#### School Breakfast Program

2023 - 2024 School Year Campus Level: Elementary School



#### **School Breakfast Program**

2023 - 2024 School Year Campus Level: Middle School









ACS MIDDLE SCHOOLS BREAKFAST JANUARY 2024					
New Year	THE DAY	3 Cinn. Cream Cheese Bagel Banana Berry Juice	4 Breakfast Bagel Pizza Cherries Apple Juice	5 Egg Biscuit Apple Grape Juice	
8 Sausage Pancake Bites Raisins Orange Juice	9 Apple Cinn. Bars Mixed Berries Grape Juice	10 Chicken Biscuit Apple Kiwi Berry Juice	Donut Orange Pineapple OJ	12 Waffle Chicken Sandwich Applesauce Cup Fruit Punch	
ME CELEBRATE MLK, JR. DAY TODAY.	16 Cinnamon Roll Strawberry Cup Orange Tangerine Juice	17 Dunkin Stix Banana Berry Juice	18 Strawberry Pancakes Fresh Apple Slices Grape Juice	19 Sausage Biscuit Cherries Orange Juice	
NO SCHOOL	NO SCHOOL	24 Blueberry Nutrigrain w/Goldfish Raisins Strawberry Juice	25 Banana Bread Mixed Fruit Cup Cherry Juice	26 Strawberry French Toast Apple Berry Juice	
29 Pancake Sausage Stick Cherries Apple Juice	30 Honey Bun Orange Fruit Punch	31 Cinn. Cream Cheese Bagel Banana Berry Juice	Every ACS student is entitled to one no cost breakfast daily.	ACS middle school breakfasts are served with a choice of milk and a variety of fruits/juices.	





### **School Breakfast Program**

2023 - 2024 School Year Campus Level: High School







### ASHEBORO HIGH SCHOOL FIRST BREAKFAST JAN 2024

New Yeas	tropt pick	3 Cinnamon Cream Cheese Bagel Banana Grape Juice	4 Breakfast Bagel Pizza Cherries Apple Juice	5 Egg Biscuit Apple Berry Juice
8 Pancake Sausage Bites Orange Fruit Punch	9 Apple Cinnamon Bars Peaches Grape Juice	10 Chicken Biscuit Strawberry Cup Berry Juice	Donut Raisins Pineapple OJ	12 Waffle Chicken Sandwich Applesauce Cup Kiwi Juice
15 WE CELEBRATE MLK, JR. DAY TODAY	16 Cinnamon Roll Mixed Berry Cup Apple Juice	17 Dunkin Stix Cherries Cherry Juice	18 Strawberry Pancakes Orange Grape Juice	19 Sausage Biscuit Fresh Apple Slices Pineapple OJ
22 NO SCHOOL	23 NO SCHOOL	24 Cheesestick & Jelly Biscuit Raisins Grape Juice	25 Banana Bread Cherries Pineapple OJ	26 Strawberry French Toast Apple Fruit Punch
29 Pancake Sausage Stick Applesauce Cup Berry Juice	30 Honey Bun Peaches Fruit Punch	31 Chicken Biscuit Raisins Berry Juice	First Breakfast is served from 7:45-8:30 daily.	One No Cost Breakfast is Provided to Every ACS Student Daily



#### **School Breakfast Program**

2023 - 2024 School Year Campus Level: High School Second Chance



SEC0		DRO HIGH S E BREAKFA		2024
New Yeaf	tropt pick	3 Honey Bun Banana Grape Juice	Double Chocolate Muffin Cherries Apple Juice	5 Honey Cheerios Apple Berry Juice
8	9	10	11	12
Cinnamon Toast Bar w/ Cheese-its Orange Fruit Punch	Donut Peaches Grape Juice	Lucky Charms Strawberry Cup Berry Juice	Blueberry Bread Raisins Pineapple OJ	Crunchmania Applesauce Cup Kiwi Juice
15	16	17	18	19
WE CELEBRATE MLK, JR. DAY TODAY	Strawberry Pop Tarts Mixed Berries Apple Juice	Cocoa Puff Bar w/Grits Cherries Cherry Juice	Dunkin Stix Orange Grape Juice	Cinnamon Roll Fresh Apple Slices Pineapple OJ
NO SCHOOL	NO SCHOOL	24 Apple Cinn. Muffin Raisins Grape Juice	25 Donut Holes Cherries Pineapple OJ	26 Lemon Bread Apple Fruit Punch
29 Blueberry Pop Tarts Applesauce Cup Berry Juice	30 Honey Bunches of Oats Cereal Peaches Fruit Punch	31 Cinnamon Toast Bar & Cheeseits Raisins Berry Juice	Second Chance Breakfast is served from 10-10:05 daily.	One No Cost Breakfast is Provided to Every ACS Student Daily

#### **Exhibit C (continued)**

#### Menu Cycle for A la Carte Program

Attach a sample twenty-one (21) day cycle *A la Carte* Program menu prepared by the SFA. This menu must be used for the first twenty-one (21) day cycle of the new school year, unless changes are requested and approved by SFA.

20<u>23</u> - 20<u>24</u>School Year [Insert applicable school year]

Campus Level: High School – most or all are available at Middle and Elementary Schools as well

## 2023-2024 A la Carte Price List

Cereal Bars		\$0.75	Ice Drinks	\$2.00
Cheese-Its		\$0.50	Jerky	\$2.00
Chex Mix		\$0.50	Juice (Bottles or Cans)	\$1.00
Chips		\$0.75	Parfaits	\$2.00
Cookies		\$0.50	Pretzels	\$0.50
Fruit Roll-Up		\$0.25	Rice Krispy	\$0.75
Gatorade	(small)	\$1.50	Slushies	\$1.00
	(large)	\$3.00	Smoothies	\$2.00
Grahams		\$0.50	Water	\$1.00
Gummies	(small)	\$.025		
Ice Cream:				
Cups		\$0.50		
Regula	ar	\$1.00		
Breakfast Ent	rees	\$0.75	Lunch Entrees	\$1.50
Milk		\$0.50	Sides	\$0.75
Juice (4 oz break	fast only)	\$0.50		

#### **Exhibit C (continued)**

#### Menu Cycle for After School Snack Program

Attach a sample 21-day cycle after school snack program menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year, unless changes are requested and approved by SFA.

#### 2023 - 2024 School Year

#### Campus Level: Elementary School

Asheboro City Schools

Jan 2024

| Week 1 | Jan 1 | Monday | Tuesday | Wednesday | Thursday | Friday | Jan 29 | Scooby Doo Grahams | Rice Krispie Treat | Animal Crackers | Banana Muffin | Cookies/Cream Granola Bar

ASSP Snack Menu

6 oz fruit punch juice 6 oz berry juice pouch 6 oz apple juice 6 oz paradise punch juice 6 oz grape juice

Week 2					
Jan 8	Monday	Tuesday	Wednesday	Thursday	Friday
	Munchie Mix	White Cheddar Popcorn	Nacho Cheese Doritos	US State Grahams	Cinn Tst Crunch Cereal Bar
	6 oz fruit punch juice	6 oz berry juice pouch	6 oz apple juice	6 oz paradise punch juice	6 oz grape juice

Week 3					
Jan 15	Monday	Tuesday	Wednesday	Thursday	Friday
	Cocoa Puff Cereal Bar	Strawberry Chex Mix	Pretzels	Cheese-its	Chocolate Chip Muffin
	6 oz fruit punch juice	6 oz berry juice pouch	6 oz apple juice	6 oz paradise punch juice	6 oz grape juice

Monday	Tuesday	Wednesday	Thursday	Friday
Food Theme Grahams	Apple Cinnamon Nutrigrain Bar	Cool Ranch Doritos	Trix Cereal Bar	Goldfish
6 oz fruit punch juice	6 oz berry juice pouch	6 oz apple juice	6 oz paradise punch juice	6 oz grape juice
	Food Theme Grahams	Food Theme Grahams Apple Cinnamon Nutrigrain Bar	Food Theme Grahams Apple Cinnamon Cool Ranch Doritos Nutrigrain Bar	Food Theme Grahams Apple Cinnamon Cool Ranch Doritos Trix Cereal Bar Nutrigrain Bar

Milk Allergy Provided Bottled Water Gluten Allergy Provided Gluten Free Substitution Diet Orders Verified Before Substitutions Are Made

#### **Exhibit C (continued)**

#### Menu Cycle for Summer Food Service Program ("SFSP")

Attach a sample 21-day cycle SSO or SFSP menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year, unless changes are requested and approved by SFA.

2023 - 2024 School Year

Campus Level: High School, Middle School and Elementary School

# SUMMER MENU with COMPONENT CONTRIBUTION 2023 ACS/SODEXO 4 Day Cycle

WEEK 1	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	WG Sausage Biscuits	Pancakes	French Toast	Chocolate Chip Muffin	Blueberry Pop Tarts
	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice
	Choice of Milk	Choice of Milk	Choice of Milk	Choice of Milk	Choice of Milk
LUNCH	Cheeseburger Sweet Potato Fries Applesauce Choice of Milk	Chicken Tender Wrap Corn Pears Choice of Milk	Chicken Sandwich Mixed Veggies Pineapples Choice of Milk	Grilled Cheese Veggie Beans Oranges Choice of Milk	Chicken Nuggets w/Breadstick Black Bean Salad Apples Choice of Milk
SNACK	Crunchy Cheetos	Blueberry <u>Nutrigrain</u> Bar	Strawberry Pop Tart	Cheese-its	Goldfish
	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice	4 oz Orange Juice
	Apples	Oranges	Applesauce	Raisins	Pineapple

1 week rotating menu – changed monthly

Allergy Substitutions Based on Diet Order

This institution is an equal opportunity provider.

\*\* WG stands for whole grain.

Please note menus are subject to change based on availability.

## Exhibit D School Nutrition Program Budget

### School Year 2022 - 2023 Statement of Revenues, Expenses, and Changes in Fund Net Position

SFA Employee responsible for submission of this budget data:

Name: <u>Sandra Spivey</u>
Title: Finance Officer

Finance Officer	
	School Food Service
Operating revenues: Food sales Child care fees	\$ 250,240
Total operating revenues	250,240
Operating expenses: Food cost:	
Purchase of food	1,275,559
Donated commodities	206,080
Salaries and benefits	1,308,254
Indirect costs	106,779
Materials and supplies	17,630
Depreciation	35,210
Non-capitalized equipment	225,569
Contracted services	202,947
Other	19,127
Total operating expenses	3,397,155
Operating loss	(3,146,915)
Nonoperating revenues:	
Federal reimbursements	2,679,039
Federal commodities	206,080
State reimbursements	92,965
Interest earned	18,854
Other	1,854
Total nonoperating revenues	2,998,792
Loss before transfers	(148,123)
Transfers from other funds	45,000
Change in net position	(103,123)
Net position, beginning of year	2,882,360
Net position, end of year	\$ 2,779,237

Exhibit E

List of Schools and a Description of Each, including Average Daily Membership ("ADM"), Average Daily Participation ("ADP"), Student Eligibility by Category, and Current Meal Prices

Location/Site	ADM	ADP	# of Free Students	# of Reduced Students	CEP – Direct Certification Percentage	Breakfast Price	Lunch Price
Asheboro High School	1330	54.22%	669	10	51.05%	CEP	CEP
South Asheboro Middle	504	69.81%	305	3	61.11%	СЕР	CEP
North Asheboro Middle	506	71.58%	322	6	64.82%	CEP	CEP
Balfour Elementary/ECDC	689	70.44%	423	2	61.68%	CEP	CEP
Charles W McCrary Elementary	350	79.67%	259	0	74.00%	CEP	CEP
Donna L Loflin Elementary	301	76.85%	208	1	69.44%	СЕР	CEP
Guy B Teachey Elementary	433	62.90%	264	1	61.20%	СЕР	CEP
Lindley Park	422	55.85%	219	43	62.09%	CEP	CEP

#### Exhibit F

#### **School Calendar**

(including meal service days, holidays, teacher workdays, and required professional development)

### Asheboro City Schools Calendar 2024-2025

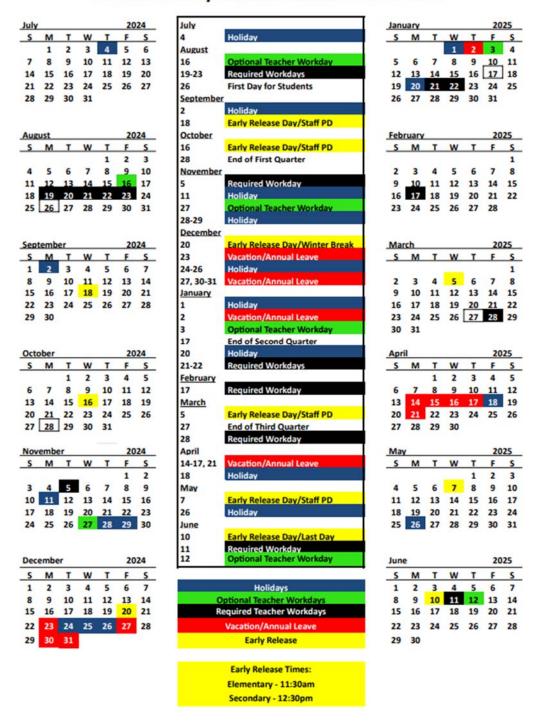


Exhibit G
SFA's School Nutrition Program Employees, including aggregate salaries inclusive of benefits (identify whether each position is to be employed by the SFA or by FSMC)

Name	Location	Position	Schedule	Employed By
Angie Allen	Central Office	School Nutrition Director	7:30 am - 4:30 nm	SFA
Christie Lamb	Central Office	Accountant	7:30 am - 4:30 pm	SFA
Bobbie Smith	Central Office	General Manager	8:00 am - 5:00 pm	FSMC
Sabrena Jones	All Schools	Operations Manager	8:00 am - 5:00 pm	FSMC
Devin Sands	Central Office - All Schools	Delivery Driver	8:00 am - 3:30 pm	FSMC
Tony Pugh	Central Office - All Schools	Delivery Driver	8:00 am - 1:00 pm (M-Th)	FSMC
lennifer Carmac	Asheboro High School	Manager	6:30 am - 3:00 pm	FSMC
pen	Asheboro High School	Assistant Manager	6:30 am - 2:30 pm	FSMC
Stephanie Moody	Asheboro High School	Server/Cashier	7:30 am - 2:00 pm	FSMC
Carolyn Toomes	Asheboro High School	Cashier	10:00 am - 2:00 pm	FSMC
Carmen Torres	Asheboro High School	Cook	7:30 am - 2:00 pm	FSMC
Pam Gray	Asheboro High School	Cashier	10:00 am - 2:00 pm	FSMC
Brenda Allmond	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Raquel Sanchez	Asheboro High School	Cashier	8:00 am - 2:30 pm	FSMC
Regina Lassiter	Asheboro High School	Cashier/Server	8:00 am - 2:00 pm	FSMC
Darlene Satterfield	Asheboro High School	Server	9:00 am - 2:00 pm	FSMC
Alejandrina Teodcocio	Asheboro High School	Dishwasher	10:00 am - 2:00 pm	FSMC
Audrey Fenech	Asheboro High School	Cashier	9:00 am - 2:00 pm	FSMC
Angelica Garcia	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Agnes Lyon	Asheboro High School	Server	9:00 am - 2:30 pm	FSMC
Doris Del Cid	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Tina Blackwell	South Asheboro Middle	Manager	6:30 am - 2:30 pm	FSMC
Nancy Shaw	South Asheboro Middle	Cook/Server	7:00 am - 1:30 pm	FSMC
Margaret Waynick	South Asheboro Middle	Cashier	8:00 am - 2:00 pm	FSMC
Suzanne McLean	South Asheboro Middle	Cashier	9:00 am - 1:00 pm	FSMC
Monica Haithcox	South Asheboro Middle	Prep	10:30 am - 1:30 pm	FSMC

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**Exhibit H**FSMC Employees (will not apply in a first-year solicitation)

	Asheboro C	ity Schools School Nutrition	Staff SY 2023-2024	
Name	Location	Position	Schedule	Employed By
Bobbie Smith	Central Office	General Manager	8:00 am - 5:00 pm	FSMC
Sabrena Jones	All Schools	Operations Manager	8:00 am - 5:00 pm	FSMC
Devin Sands	Central Office - All Schools	Delivery Driver	8:00 am - 3:30 pm	FSMC
Tony Pugh	Central Office - All Schools	Delivery Driver	8:00 am - 1:00 pm (M-Th)	FSMC
Jennifer Carmac	Asheboro High School	Manager	6:30 am - 3:00 pm	FSMC
open	Asheboro High School	Assistant Manager	6:30 am - 2:30 pm	FSMC
Stephanie Moody	Asheboro High School	Server/Cashier	7:30 am - 2:00 pm	FSMC
Carolyn Toomes	Asheboro High School	Cashier	10:00 am - 2:00 pm	FSMC
Carmen Torres	Asheboro High School	Cook	7:30 am - 2:00 pm	FSMC
Pam Gray	Asheboro High School	Cashier	10:00 am - 2:00 pm	FSMC
Brenda Allmond	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Raquel Sanchez	Asheboro High School	Cashier	8:00 am - 2:30 pm	FSMC
Regina Lassiter	Asheboro High School	Cashier/Server	8:00 am - 2:00 pm	FSMC
Darlene Satterfield	Asheboro High School	Server	9:00 am - 2:00 pm	FSMC
Alejandrina Teodcocio	Asheboro High School	Dishwasher	10:00 am - 2:00 pm	FSMC
Audrey Fenech	Asheboro High School	Cashier	9:00 am - 2:00 pm	FSMC
Angelica Garcia	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Agnes Lyon	Asheboro High School	Server	9:00 am - 2:30 pm	FSMC
Doris Del Cid	Asheboro High School	Server	8:00 am - 2:30 pm	FSMC
Tina Blackwell	South Asheboro Middle	Manager	6:30 am - 2:30 pm	FSMC
Nancy Shaw	South Asheboro Middle	Cook/Server	7:00 am - 1:30 pm	FSMC
Margaret Waynick	South Asheboro Middle	Cashier	8:00 am - 2:00 pm	FSMC
Suzanne McLean	South Asheboro Middle	Cashier	9:00 am - 1:00 pm	FSMC
Monica Haithcox	South Asheboro Middle	Prep	10:30 am - 1:30 pm	FSMC

	North Achahara Middle	Managar	5:20 cm 2:00 cm	FSMC
open	North Asheboro Middle	Manager	6:30 am - 3:00 pm	
Ana Gonzalez	North Asheboro Middle	Server	7:00 am - 2:00 pm	FSMC
Crystal Toomes	North Asheboro Middle	Cashier	7:00 am - 1:30 pm	FSMC
Margaret Scarboro	North Asheboro Middle	Server	9:00 am - 1:30 pm	FSMC
Tamica Austin	North Asheboro Middle	Cashier	7:30 am - 2:00 pm	FSMC
Yahaira Mejia	North Asheboro Middle	Server	7:30 am - 2:00 pm	FSMC
Ruth Winquist	North Asheboro Middle	Cashier	7:00 am - 2:00 pm	FSMC
Cindy Oakes	Balfour Elementary	Manager	6:30 am - 3:00 pm	FSMC
Marling Martinez	Balfour Elementary	Server	7:00 am - 1:30 pm	FSMC
Marie Speight	Balfour Elementary	Server	7:00 am - 12:30 pm	FSMC
Jeshua Delparto	Balfour Elementary	Prep	8:00 am - 2:30 pm (M, W, F only)	FSMC
Urmila Patel	Balfour Elementary	Cashier	7:00 am - 1:30 pm	FSMC
Amy Graham	Balfour Elementary	Cook	7:00 am - 1:30 pm	FSMC
Claudette Harris	Balfour Elementary	Server	8:00 am - 1:30 pm	FSMC
Paige Sichmiller	Early Childhood Development Cente	Lead/Cashier	7:20 am - 1:30 pm	FSMC
Mary Tucker	Early Childhood Development Cente		9:00 am - 1:30 pm	FSMC
Shannon Higgins	Charles W McCrary Elementary	Manager	6:30 am - 3:00 pm	FSMC
Ayana Davis	Charles W McCrary Elementary	Cashier	9:00 am - 1:30 pm	FSMC
Odalis Torres	Charles W McCrary Elementary	Server	7:00 am - 1:30 pm	FSMC
Ashley Prater	Charles W McCrary Elementary	Cook	8:30 am - 2:30 pm	
Margaret di Fazio	Charles W McCrary Elementary	Cashier / Server	9:30 am - 12:30 pm	
open	Donna L Loflin Elementary	Manager	6:30 am - 3:00 pm	<b>FSMC</b>
Zakiya Blackwell	Donna L Loflin Elementary	Cashier	7:00 am - 1:30 pm	FSMC
Linda Sutton	Donna L Loflin Elementary	Server	7:00 am - 1:30 pm	FSMC
Miriam Gonzalez	Donna L Loflin Elementary	Cook	7:00 am - 1:30 pm	FSMC
			*	
open	Guy B Teachey Elementary	Manager	6:30 am - 3:00 pm	FSMC
Angie Cox	Guy B Teachey Elementary	Cook/Cashier	7:00 am - 1:30 pm	FSMC
Marlene Haffly	Guy B Teachey Elementary	Server	7:00 am - 1:30 pm	FSMC
Lois Schadt	Guy B Teachey Elementary	Cashier	7:00 am - 1:30 pm	FSMC
Sue Hayes	Guy B Teachey Elementary	Server	9:30 am - 1:30 pm	FSMC
Bettie Spinks	Guy B Teachey Elementary	Prep	9:00 am - 1:30 pm	FSMC
Ceara Heaton	Lindley Park Elementary	Manager	6:30 am - 3:00 pm	FSMC
Angie Gray	Lindley Park Elementary	Cashier	6:30 am - 1:30 pm	FSMC
Lucy Chrisco	Lindley Park Elementary	Server	7:00 am - 1:00 pm	FSMC
Lindy Roddy	Lindley Park Elementary	Prep	9:30 am - 12:30 pm	FSMC
Crystal Evans	Lindley Park Elementary	Cook	9:00 am - 1:30 pm	FSMC

### Exhibit I

### Claims for Reimbursement for Current and Prior School Years

#### North Carolina Department of Public Instruction Child Nutrition Services

#### **Monthly Reimbursement Summary Information**

Claim Date	Program	Rev #	Breakfast	Lunch	Snack	Milk	Reduced Price Breakfast	Reduced Price Lunch	Total	Paylist Date	Paylist Number
Aug 2022	SNP	0	\$8,154.63	\$21,717.39	\$436.32	\$0.00	\$44.70	\$110.80	\$30,463.84	09/12/22	220267
Sep 2022	SNP	0	\$78,778.31	\$176,053.99	\$2,728.08	\$0.00	\$713.70	\$1,265.20	\$259,539.28	10/11/22	230011
Sep 2022	FUNDS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	09/26/22	220287
Oct 2022	SNP	0	\$92,783.70	\$196,197.57	\$2,694.60	\$0.00	\$896.40	\$1,521.60	\$294,093.87	11/08/22	230037
Nov 2022	SNP	0	\$78,967.79	\$165,168.72	\$2,959.20	\$0.00	\$783.90	\$1,342.80	\$249,222.41	12/09/22	230070
Dec 2022	SNP	0	\$62,337.51	\$135,374.16	\$2,751.84	\$0.00	\$678.60	\$1,197.60	\$202,339.71	01/03/23	230081
Jan 2023	SNP	0	\$72,797.84	\$167,822.90	\$3,076.92	\$0.00	\$738.00	\$1,392.80	\$245,828.46	02/08/23	230109
Jan 2023	FUNDS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	01/27/23	230101
Feb 2023	SNP	0	\$84,365.21	\$190,201.90	\$3,017.52	\$0.00	\$857.70	\$1,597.20	\$280,039.53	03/10/23	230129
Mar 2023	SNP	0	\$105,738.98	\$230,643.10	\$3,635.28	\$0.00	\$1,080.90	\$1,946.40	\$343,044.66	04/11/23	230152
Apr 2023	SNP	0	\$59,460.79	\$132,150.77	\$2,533.68	\$0.00	\$607.80	\$1,084.80	\$195,837.84	05/09/23	230174
May 2023	SNP	0	\$103,131.34	\$223,554.24	\$3,776.76	\$0.00	\$1,035.60	\$1,826.80	\$333,324.74	06/06/23	230195
Jun 2023	SNP	0	\$25,244.66	\$53,730.69	\$726.84	\$0.00	\$236.70	\$426.40	\$80,365.29	07/11/23	230216
Total			\$771,760.76	\$1,692,615.43	\$28,337.04	\$0.00	\$7,674.00	\$13,712.40	\$2,514,099.63		

#### North Carolina Department of Public Instruction Child Nutrition Services

#### **Monthly Reimbursement Summary Information**

Claim Date	Program	Rev #	Breakfast	Lunch	Snack	Milk	Reduced Price Breakfast	Reduced Price Lunch	Total	Paylist Date	Paylist Number
Aug 2023	SNP	0	\$14,192.83	\$42,118.50	\$535.86	\$0.00	\$0.00	\$0.00	\$56,847.19	09/12/23	230260
Sep 2023	SNP	0	\$99,044.19	\$229,991.65	\$3,044.34	\$0.00	\$0.00	\$0.00	\$332,080.18	10/23/23	240005
Oct 2023	SNP	0	\$112,737.12	\$250,022.90	\$3,534.57	\$0.00	\$0.00	\$0.00	\$366,294.59	11/03/23	240017
Nov 2023	SNP	0	\$102,348.59	\$221,178.70	\$3,982.68	\$0.00	\$0.00	\$0.00	\$327,509.97	12/05/23	240039
Dec 2023	SNP	0	\$73,859.95	\$165,592.50	\$2,747.16	\$0.00	\$0.00	\$0.00	\$242,199.61	01/05/24	240069
Jan 2024	SNP	0	\$83,776.26	\$200,341.55	\$3,150.81	\$0.00	\$0.00	\$0.00	\$287,268.62	02/06/24	240089
Total			\$485,958.94	\$1,109,245.80	\$16,995.42	\$0.00	\$0.00	\$0.00	\$1,612,200.16		

#### Claims for Reimbursement for Current and Prior School Years ARAM Dinner Program



#### Exhibit J

#### **Minimum Food Specifications**

All Food Specifications must meet requirements of the USDA *Food Buying Guide* ("FBG"), 7 CFR Part 210, USDA Guidance Memos, other applicable Federal regulations, and NCDPI's Administrative Reference Manual ("ARM").

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

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

- Breads, bread alternates, and grains must be made from whole grain or whole grain-rich flour/meal. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free from off-color or odor.
  - o Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  - O Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for School Nutrition Program Operators* from the USDA.
  - o For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
  - o For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under Federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for
  consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second
  quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free

from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the State or Federal Department of Agriculture and used within thirty (30) days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

#### Exhibit K

#### **Designation of Program Responsibilities and Expenses**

The SFA has deemed the following Program Responsibilities and Expenses schedule to be a necessary part of this solicitation as an indicator of which party will bear ultimate responsibility for the performance and expense of the function. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the School Nutrition Program(s) and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the releases of the RFP/Contract. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

Description	FSMC	SFA	N/A
Food:			
Food Purchases	X		
Commodity Processing Charges		X	
Processing and Payment of Invoices	X	X	
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:		X	
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

# **Exhibit K (continued) Designation of Program Responsibilities and Expenses**

### Additional Items of Responsibility and Cost

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	X	
Tickets/Tokens			X
School/Silverware/Glassware	X		
Initial Inventory	X		
Replacement During Operation	X		
Telephone <sup>1</sup>			
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	X	
Equipment Rental* (explain)			X
Car/Truck Rental*(explain)			X
Vehicle Maintenance*	X	X	
Storage Costs			
Food*	X		
Non-Food supplies*	X		

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#### Exhibit L

#### **Written Responses to Questions from Potential Contractors**

All questions must be posed to the SFA no later than ten (10) days prior to the date the RFP is due. Questions from FSMCs will not be answered if submitted after this period. All responses will be provided in the form of an Exhibit K; each question will be identified in a numeric sequence such as L.1 or L.2 or L.3 based on the number of questions and responses to the RFP. All vendors that were represented at the Pre-Proposal Meeting shall receive copies of all Questions/Answers provided in Exhibit L.

#### VI. FSMC ATTACHMENTS

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

# IMPORTANT: PLEASE READ THE FOLLOWING STATEMENT BEFORE PREPARING FSMC's PROPOSAL

The FSMC is required to respond to this RFP in the format as described below. The FSMC may provide collateral documents that further display the company's products and services including notebooks, brochures, pictures and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined and required in this RFP. Any supplemental document of any kind is not considered part of the FSMC proposal and will not be considered when evaluating the proposal. All required documents must be presented in the same order and labeled in the same manner as in the Checklist for FSMC's Proposal – Attachments A - U. Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.

Should there be questions about any aspect of the solicitation, or should any item require clarification, such needs MUST be addressed, in writing, to the LEA official who has been designated to manage the RFP/Contract Process. As soon as these items are received and answered, they will be issued, in writing, to all potential vendors that attended the Pre-proposal meeting. Do not add statements or alter the Terms and Conditions of the RFP/Contract as a means of providing FSMC's interpretation of an issue as such modifications of the solicitation will be disregarded and the proposal is subject to being deemed unresponsive. Any item requiring clarification must be addressed, in writing, as quickly as possible. Assumptions and interpretations and solicitation modifications may prove costly to the FSMC.

In preparing the Proposal, the FSMC should follow the format described and should maintain the sequence of Attachments. While each attachment has a specific purpose, the FSMC may include information in the Attachments that enables the Evaluation Committee to understand how the FSMC intends to proceed in its management of the nonprofit School Nutrition Program(s) addressed in the RFP. FSMC should limit its written proposal to items that may be effectively implemented during the first year of the contract; any proposal for implementation beyond the initial year of the contract should be enclosed in a separate "Value Added Feature" that is separate from the sealed Proposal. The Contract award will be based upon the proposed deliverables of the Contract within the first year.

As previously stated, the FSMC's proposal should be provided in the format described above. The order of the proposal shall be listed in the Checklist for FSMC's Proposal - Attachments A - U. FSMC is required to submit a *Letter of Intent* stating the FSMC is qualified to operate a nonprofit School Nutrition Program as described on Page 7 of the RFP; the *Letter of Intent* shall be provided as **Attachment A**. The FSMC shall also submit a its calculation of the firm, fixed-price per meal equivalent and the management fee per meal Equivalent based on the Meal Equivalency provided by the SFA; such calculation shall be provided as **Attachment B**. The Maximum Allowable Cost of the Contract (which reflects the firm, fixed-price per meal equivalent and the management fee per meal equivalent shall be provided in **Attachment C**. Both the *Letter of Intent* and the *Maximum Allowable Cost of the Contract* shall be signed by an individual who is authorized to commit the FSMC to a legally-binding Agreement.

The FSMC shall also submit as part of the Proposal an assurance by a surety bond company authorized to do business in the State of North Carolina as **Attachment D**. If selected as the successful vendor and upon award of the Contract, a performance bond will be issued in the amount of 100% of annual projected Contract value. Prior to Contract execution, the FSMC shall deliver to the SFA the executed performance bond payable to the LEA (**please specify in Attachment D**). The performance bond is held by the SFA as security for the faithful performance by the FSMC of all Terms and Conditions of the Contract.

For **Attachment E**, the FSMC must provide a proposed twenty-one (21) day menu for meal, snack and *a la carte* service that meets the Federal meal pattern and dietary standards and also reflects the regional food preferences of students in area in North Carolina that are specific to the geographic region where the SFA is located. The FSMC should reflect innovation and creativity in this portion of the Proposal and identify strategies to promote overall participation in the SFA's school meal programs. Variety in menus, products and serving approaches are encouraged. A nutrient analysis must accompany the menu items to indicate all required dietary specifications have been achieved. Product descriptions and portion sizes for all meals must also be included in **Attachment E**. This portion of the Proposal should also describe a detailed transition plan will be provided implemented in the FSMC's first year of operation.

In addition, the proposal must clearly address the FSMC's plan to achieve the specific goals established by the SFA/LEA's BOE; **Attachment F** provides an opportunity for the FSMC to describe and display innovative and effective approaches to success in the Federally assisted School Nutrition Programs. Specific strategies should be identified that will enable the FSMC to articulate its vision for how it will achieve the measurable goals established by the SFA. The FSMC shall also submit a narrative response that addresses specific strategies to support program efficiency, efficiency and overall program and financial sustainability.

Attachment G should include a detailed description of how and when the FSMC will document, credit and/or report the value of all USDA Foods received for use in the SFA's School Nutrition Program the fiscal (or school) year and the value of donated foods contained in processed end products; this section must also describe, in detail, how any and all rebates or discounts associated with the processing of commodity products will be returned to the SFA. Attachment H should reflect the FSMC's plan to market the School Nutrition Program to various stakeholders including, but not limited to, students, parents, teachers, principals, other school personnel, the community at large and various school-related advocacy groups. Attachment H should describe the FSMC's marketing plan to be implemented and evaluated to increase student, parent, and community understanding of the benefits of healthful meals at school and the contribution school nutrition programs make to the nutrient needs of Students. The FSMC's plan and timeline for establishing an Advisory Committee to support menu planning should also be addressed in Attachment H.

The FSMC shall include a detailed plan for providing professional development and continuous improvement opportunities for School Nutrition personnel should be provided in **Attachment I.** The plan should describe the frequency of professional development workshops (or other professional development and training activities will be conducted during school year and for whom (managers, operators, cashiers, etc.). The plan should also describe the specific areas to be addressed through professional development and the mechanism through which information and skill building will be delivered. A minimum of ten (10) hours of professional development must be provided and documented for all School Nutrition Program employees (FSMC and SFA employees) on a yearly basis, and the proposal should specify how such will take place within the SFA. Finally, the professional development and training plan should include the following specific requirements:

- All FSMC and SFA employees will be trained to meet food safety, sanitation and HACCP requirements through an American National Standards Institute (ANSI)-approved food safety certification program or other similar program and assessed for comprehension.
- Employee professional development in culinary arts and culinary competency development will be provided to all staff at least quarterly.
- Professional development in Quality Control, Customer Service and Satisfaction will be provided at least annually and assessed for comprehension.
- Employee training in promoting nutrition and healthy eating will be provided at least annually.
- Other areas based on goals as established by the BOE.

**Attachment J** shall provide the FSMC's Guaranty which is intended to support the financial viability and short and long-term sustainability of the School Nutrition Program(s) for which the SFA is responsible. The

Guaranty should describe specific measures to ensure the short- and long-term financial viability and sustainability of SFA's School Nutrition Program.

The FSMC shall include in **Attachment K** a list of FMSC's proposed on-site personnel and corporate level staff to be assigned to this account. The specific responsibilities or duties of each individual shall be outlined in the response. Experience in (National School Lunch and Breakfast Programs) is mandatory. Specific qualifications for each individual will be required to demonstrate her/his competency in School Nutrition Management. Prior education and/or experiences may be provided in this portion of the Proposal.

**Attachment L** should include a reference checklist for each individual recommended for on-site and regional oversight of SFA's School Nutrition Program. The experiences that make each employee/candidate highly qualified for each position should be described in **Attachment L**.

The experience of the FSMC in managing School Nutrition Programs (including the NSLP, SBP and SFSP) should be addressed in **Attachment M**. Experiences in managing programs of similar size and scope should be described in this portion of the Proposal. 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 N should 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 efficiently, effectively, and successfully manage the SFA's School Nutrition Program.

The FSMC shall sign a Debarment/Suspension Certification in **Attachment O**. This certification assures the SFA 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 is being taken to debar the vendor from contracting activities. The certification must be attached to the signed contract and kept on file at the office of the school food authority. (A copy of the certification must also be forwarded to the state agency with a copy of the signed contract.)

#### **Attachments P – U** must be completed as follows:

The FSMC shall review and sign a "Drug-Free Workplace" policy as provided in Attachment P.

The FSMC shall review and sign a "Non-Collusion Affidavit" as provided in **Attachment Q**.

The FSMC shall review submit a Certification of Independent Price Determination as provided in **Attachment R**.

The FSMC shall review and submit a completed "Disclosure Form to Report Lobbying" as provided in **Attachment S**.

The FSMC must complete the Sex Offender Registry Check Certification as shown in **Attachment T** for personnel identified to work on-site at the SFA; a written assurance must be provided indicating the FSMC will complete the Sex Offender Registry Check Certification for all future FSMC employees who will work on-site under the Terms and Conditions of this Contract (if awarded).

**Attachment** U addresses unallowable SFA/FSMC Contract provisions. FSMC is reminded to ensure these provisions are not included in the content of the proposal.

### CHECKLIST FOR FSMC'S RFP ATTACHMENTS

(Use this checklist to indicate all Attachments are completed and signed, if required. Instructions for preparing the attachments are included in the corresponding narrative immediately preceding the checklist.)

☐ Attachment A	Letter of Intent
☐ Attachment B	Calculation of Management Fee based on Meal Equivalents Maximum
☐ Attachment C	Maximum Allowable Cost of the Contract (Includes Firm, Fixed-price per Meal Equivalent and Management Fee per Meal Equivalent for All Meals and Services - Summary with Original Signature
☐ Attachment D	Potential Contractor Certification and Surety Bond
☐ Attachment E	Twenty-one (21) Day Cycle Menu for SBP and NSLP, including nutritional analysis, product descriptions and appropriate serving sizes
☐ Attachment F	Written Plan to address Specific Goals Established by the SFA's Board of Education and strategies to address innovative approaches to increase Student Meal Participation
☐ Attachment G	Detailed Plan for Crediting/Reporting the value and use of USDA Foods
☐ Attachment H	Detailed Marketing Plan
☐ Attachment I	<b>Detailed Professional Development and Training Plan</b>
☐ Attachment J	FSMC Guaranty
☐ Attachment K	FSMC Proposed Employees and Qualifications
☐ Attachment L	Reference Checklist for FSMC's personnel
☐ Attachment M	Management Company Experience
☐ Attachment N	Annual Report of the FSMC's last fiscal year of operation
☐ Attachment O	Certification Regarding Debarment
☐ Attachment P	Drug-Free Workplace Policy
☐ Attachment Q	Non-Collusion Affidavit
☐ Attachment R	<b>Certificate of Independent Price Determination</b>
☐ Attachment S	Disclosure Form to Report Lobbying
☐ Attachment T	Sex Offender Registry Check
☐ Attachment U	<b>Unallowable SFA/FSMC Contract Provisions</b>

### Attachment A

### **FSMC** Letter of Intent

### **Attachment B**

# Calculation of Firm, Fixed-price per Meal Equivalent and Calculation of Management Fee per Meal Equivalent by the FSMC

Meal Type Estimated Meal Counts Meal Equivalents

### Meal Type Estimated Meal Counts Meal Equivalents

Reimbursable Student Lunches	499,362	499,362
Paid Adult Lunches	(N/A – a la carte sales to adults)	
Reimbursable Student Breakfasts	351,760 divided by 2	175,880
Paid Adult Breakfasts	(N/A – a la carte sales to adults)	
After School Snacks	29,667 divided by 4	2,119
CACFP ARAM Dinner Program	16,567	16,567
A la Carte Sales	\$105,962 divided by \$4.75	22,308
Total Meal Equivalents	Total Projected based on computations	716,236
Proposed Fixed-price Per Meal Equivalent	(Proposed fixed-price x Meal Equivalents)	To be completed by the FSMC
Proposed Management Fee Per Meal Equivalent	Proposed Management fee x Meal Equivalents)	To be completed by the FSMC
Total Fixed-price + Management Fee Per Meal Equivalent		To be completed by the FSMC

### **Attachment C**

#### Maximum Allowable Cost for All Meals and Services Firm, Fixed-Price Contract Summary

Name of Firm Submitting Proposal:	Summary
Mailing Address:	
ivianing Address.	
Telephone:	
Date Submitted:	
Firm, fixed-price per Meal Equivalent:	<b>¢</b>
Management Fee Per Meal Equivalent:	\$ \$
*Maximum Allowable Cost for All Meals and Se	
Maximum Anowable Cost for All Meals and Se	\$
will constitute grounds for disqualifying the of	osts to the SFA, outside the firm, fixed-price per meal feror's proposal.
outside the total firm, fixed-price per meal as desc	costs or fees have been included in this proposal that are cribed above; I further certify that the inclusion of other onstitute grounds for the proposal to be disqualified.
I certify by my signature below that the per meal authority to obligate the company to perform und	prices quoted in this proposal are correct and that I have the er the conditions outlined in the RFP.
	representative of the FSMC, I certify that FSMC is RFP and accept the basis for selection of an FSMC.
	Print Name
	Signature
	Title
	Address
	Address

Date

### **Attachment D**

### **Potential Contractor Certification and Surety Bond**

Date Proposal Submitted:									
Nan									
Mai	ling Address:								
Tele	ephone:	I							
Gua com	rtify by my signatur rantee quoted in thi pany to perform un tract.	is proposal are corr	ect and that I ha	ive the authorit	y to obligate the				
Sign	Signature:  Print or Type Name:								
Prin									
Title	e:								
Telephone:				Date:					
		SURETY I	BOND COMPA	NY					
1.	Name:								
	Address:								
2.	Authorized in No	orth Carolina	Yes	No _					

Please include Surety Bond Document.

#### Attachment E

# Twenty-one (21) Day Cycle Menu for NSLP, SBP, ASSP, *A la Carte*, SSO/SFSP Including nutritional analysis, product descriptions and serving sizes

In addition to the twenty-one (21) day cycle menu, please provide a narrative response that addresses the following:

- 1. A description of how the FSMC program will provide menus for students and staff offering healthy choices and limiting the availability of high fat and high sugar choices and provide age-appropriate portion sizes.
- 1. A description of how the FSMC will use high quality (mono and polyunsaturated) fats for cooking and baking, use spices and seasonings to increase flavor profile of recipes in light of the meal pattern sodium restrictions, and keep saturated fats in accordance with federal regulation.
- 2. A description of how the FSMC will address the growing number of requests for options for students with alternative diets (i.e. gluten-free, vegetarian, vegan) within the LEA.
- 4. An assurance that food sold, or otherwise offered, at school will be nutritious, appealing, and include fresh fruits and vegetables, low-fat foods and whole grain products.

#### Attachment F

Written Plan to address Specific Goals Established by the SFA's Board of Education and Strategies to address innovative approaches to increase Student Meal Participation and Support and Sustain Program Financial Viability and Short- and Long-Term Sustainability

Specific Goals of the SFA include are provided below:

- 1. Increase lunch participation by at least 5% through new menu items, innovative meal service options, student involvement and other meaningful strategies. (Current lunch participation rate is 65.24%.)
- 2. Grow the Summer Food Service Program through increased community partnerships to at least one (1) new partnering agency in coordination with learning opportunities for students. Expand community partnerships beyond those currently established which include three community agencies: YMCA, Dream Center and the Boys and Girls Club.
- 3. Continue to Improve the nutritional value and student appeal for all meals served by increasing input from students, parents, staff and other stakeholders in menu planning and taste-testing with various student groups.
- 4. Increase nutrition education for all students through afterschool cooking clubs, cooking and tasting events, Chef competitions, etc.

### Attachment G

Detailed Plan for Crediting and/or Reporting the value of USDA Foods Received and Used in the SFA's School Nutrition Program(s)

#### Attachment H

#### **Detailed Marketing Plan**

#### Describe your marketing plan in detail:

- 1. List and describe any innovations proposed for the SFA's School Nutrition Program(s).
- 2. Describe FSMC' plans regarding involvement and engagement of Students, Parents, and Staff.
- 3. Describe FSMC's merchandising/promotions program.
- 4. Discuss FSMC's plans for maximizing participation among students who qualify to receive Free and Reduced-Price meals.
- 5. State the projected increase in student participation per year that you are willing and agreeable to use as criteria for evaluating your performance under this agreement.
- 6. Describe any service programs offered by the FSMC that will complement and enhance the School Nutrition Program.
- 7. Describe the formal structure you propose to establish to routinely and continuously gather input from School Nutrition employees to ensure the most effective and efficient operation possible.
- 8. Describe FSMC's programs for personnel advancement, both FSMC employees and SFA employees, management and hourly employees.

#### Attachment I

#### **Detailed Professional Development and Continuous Improvement Plan**

The BOE and LEA officials believe that professional development is an important component to help the LEA/SFA meet its goals. Describe in detail 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 1, 2024 through the end of the first year. The response shall include the FSMC's plan to provide the following components:

- 1. All FSMC and SFA employees will be trained to meet "Serve Safe" requirements, or those of a similarly recognized food safety certification training program.
- 2. Employee training in Culinary Arts will be provided to all staff at least twice a year.
- 3. Employee training in Quality Control, Customer Service, and Satisfaction will be provided at least annually and assessed for comprehension.
- 4. Employee training in promoting nutrition and healthy eating will be provided at least annually and assessed for comprehension.

#### Attachment J

#### **FSMC Guaranty**

Discuss the FSMC's specific Financial Guaranty to the BOD/LEA/SFA.

Provide detailed steps and strategies to improve the overall School Nutrition Program, reduce the LEA subsidy, increase financial viability and profitability, and ensure long term program stability.

### Attachment K

### **FSMC Proposed Employees and Their Qualifications**

Include the names and qualifications of individuals who will serve in leadership capacities on behalf of the FSMC and will coordinate activities of the FSMC's on-site personnel.

### Attachment L

### **Reference Checklist for FSMC's Personnel**

### **Attachment M**

### **Management Company Experience**

# Attachment N

Annual Report of the FSMC's last fiscal year of operation

#### **Attachment O**

#### **Certification Regarding Debarment**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of FSMC:	
Date:	
Ву:	Name and Title of Authorized Representative
	Signature of Authorized Representative

NOTE: SFA must attach a copy of the of the Excluded Parties List System (EPLS) webpage indicating the potential Contractor has neither been debarred nor suspended.

#### Attachment P

#### **Drug-Free Workplace Policy**

#### **Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)**

- 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
- 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
- 6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by 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 the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

#### **Certification Regarding Drug-Free Workplace Requirements**

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county	, state, zip code)
The undersigned certifies compliance with the	Drug-Free Workplace Requirements
Name/Address of Organization	
Name/Title of Submitting Official	
Signature	
Date	

#### **Attachment Q**

#### **Non-Collusion Affidavit**

#### **Instruction for Non-collusion Affidavit**

- 1. This non-collusion affidavit is material to any contract awarded pursuant to this proposal.
- 2. This non-collusion Affidavit must be executed by the member, officer, or employee of the potential vendor who makes the final decision on prices and the amount quoted in the proposal.
- 3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 potential vendor with responsibilities for the preparation, approval or submission of the proposal.
- 4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, an intentionally high or noncompetitive proposal, and any other form of proposal 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 proposal

# Attachment Q

### **Non-Collusion Affidavit**

STATE OF	)					
COUNTY OF	)					
by the FSMC to su any collusion amor proposal at a fixed- quantity, quality, o concerning exchan the potential vendo	, of lawful a bmit the attached prong FSMCs or other properties or to refrain for price in the prospect ge of money or other procontractor had not directly or indirectly	oposal. Affiant for parties in restrain rom submitting a ctive contract, or thing of value paid, given or d	Further States that of freedom of a proposal; or we rany other term for special consonated, or agre	nat the FSMC If competition by the any State on sof said prosponderation in the ded to pay, give	nas not been a par by agreement to so official of employ pective official the letting of contract or donate to any	rty to submit a yees to ract; that
Signed		_				
Subscribed and sw	orn before me this _	day of	, 20			
Notary Public (or C	Clerk or Judge)					
My commission ex	nires					

## Attachment R

## **Certificate of Independent Price Determination**

State of	:
Contract/Proposal Title:	:
County of	:
I state that I am	Title) (Name of Firm)
	chalf 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 proposal.
I state that:	
The price(s) and amount of this proposed communication or agreement with any	sal have been arrived at independently and without consultation, other contractor, or potential vendor.
	this proposal, and neither the approximate price(s) nor have been disclosed to any other firm or person who is e disclosed before proposal opening.
Submitting a proposal for this this con	nade to induce any firm or person to refrain from tract, or to submit a proposal higher than this proposal, noncompetitive proposal or other form of complementary proposal.
	good faith and not pursuant to any agreement or discussion with, or so submit a complementary or other noncompetitive proposal.
(Name of FSMC)	, its affiliates, subsidiaries, officers, directors,
the last three years been convicted or f	estigation by any governmental agency and have not in found liable for any act prohibited by State or Federal spiracy or collusion with respect to bidding on any public

(Name of FSMC)				
on by Asheboro City Schols in	n awarding the contract misstatement in this aff	t for which this prop idavit is and shall b	al and important, and will be relied toosal is submitted. I understand a treated as fraudulent concealme toposals for this contract.	nd
(Name of FSMC)				
(Print Name of Authorized Re	presentative)			
(Signature of Authorized Repr	esentative)			
SWORN TO SUBSCRIBED				
BEFORE ME THIS	DAY			
OF	, 20			
NOTARY PUBLIC	<del></del>			
My commission expires:				

#### Attachment S

### **Certification Regarding Lobbying**

#### 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
- 2. Identify the status of the covered Federal Action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. 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 "sub-awardee", 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 bid/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.
  - a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
  - b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

## **Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee Asheboro City Schols in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Asheboro City Schools in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization
Name/Title of Submitting Official
Signature
Date

## **Disclosure Form to Report Lobbying Activities**

Disclosure of Lobbying Activities

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

(See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action: a. contractb. grantc. cooperative agreementd. loane. loan guarantee _f. loan insurance	a. p b. ii	Federal Action: roposal/offer/application itial award ost-award  3. Report Type:a. initial offeringb. material change For Material Change Only: YearQuarter Date of last report					
4. Name and Address of Report Entity: PrimeSub-awarded Tier, if known:	-	5. If Reporting Entity in No. & Address Of Prime:	o. 4 is Sub-awardee, Enter Name				
Congressional District, if know	wn:	Congressional District, if known:					
6. Federal Department/Agenc	y:	7. Federal Program Name/Description:  CFDA Number, <i>if applicable</i> :					
8. Federal Action Number, if	known:	9. Award Amount, <i>if known:</i>					

10. a. Name and Address of Lobbying	b. Individuals Performing Services
Entity (If individual, last name, first name, MI):	(Incl. Address if different from No. 10a) (last name, first name, MI):
(Attach continuation sheet(s) if necessary)	
11. Amount of Payment (check all that apply):  \$ActualPlanned	13. Type of Payment (check all that apply):  a. retainer b. one-time fee c. commission d. contingent fee e. deferred
12. Form of Payment (check all that apply):  a. cash b. in-kind; specify:	f. other; specify:
	ned or to be Performed and Date(s) of Service, including contacted for Payment Indicated in Item 11:
(Attach co	ntinuation sheet(s) if necessary)
15. Continuation Sheet(s) attached:	Yes No

16. Information requested through this form is authorized by article 31 U.S.C. section	Signature:
This disclosure of lobbying activities is a material representation of fact upon which	Print Name:
reliance was placed by the tier above when this transaction was made or entered into. This	Title:
disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available	Telephone No:
for public inspection. Any person who fails to file the required disclosure shall be subject to	Date:
civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Federal Use Only:	
Authorized for Local Reproduction of:	
Standard Form – LLL	

## **Attachment T**

## **Sex Offender Registry Check**

## **Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the  Initial  Supplemental	type of check:
□ Annual	
company name) hereby certify that I have checks required under this Agreement for personnel, or contractors ) who may be us Agreement, including the North Carolina the North Carolina Sexually Violent Preda Registry. I further certify that none of the named registries and that I will not assign this Agreement if said individual appears all records and documents associated with and documents to the district upon requesing to audit these records to ensure compaisoretion. I acknowledge that I am require form before any work is performed under	
Contractual Personnel Names 1.	Job Title
2	
3.	
4.	
5.	
(attach additional page(s) if needed)	
I attest that the forgoing information is tru	e and accurate to the best of my knowledge.
(print name)	(signature)
(title)	(date)

#### Attachment U

## 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 these areas have not been included, in any form. Indicate with a check mark  $(\checkmark)$  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.

Ch	eck (	✓) as described above.
	1.	Cost Plus a Percentage of Cost/Incomecost plus a percentage of cost/income to the FSMC, however represented.
	2.	<b>Duplicate Fees</b> fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
	3.	<b>Purchasing</b> if the SFA does the purchasing, clauses that limit the selection of vendors to only 8FSMC-approved vendors; (FSMC may not serve as a vendor).
	4.	Acceleration Clauseprovisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
	5.	<b>Interest Payments</b> interest payments to the contractor, however represented, including interest payments for equipment purchases.
	6.	<b>Guaranteed Return</b> —"guaranteed return" provisions unless the "return" remains in the nonprofit School Nutrition Program account. "Returns" cannot be contingent upon multi-year contract duration.
	7.	<b>Delegation of SFA Responsibilities</b> FSMC responsibility for any of the functions that must be retained by the SFA.
	8.	Automatic Renewalprovisions which automatically renew the contract.
	9.	<b>Processing Contracts</b> contract document language that permits the FSMC to subcontract USDA Foods for further processing.
	10.	Rebates, prepayment or other procurement bonuses, special promotionscontract document language that permits rebates, special promotions, other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA's nonprofit School Nutrition Program
		item(s) above not checked (\$\$), indicate item number(s) with corresponding page number(s) ment(s) where provision(s) appears.
Naı	ne an	d Title of SFA Official conducing check of Proposal  Date

## Asheboro City Schools – RFP # 147-2024-FSMC Addendum A

Questions and responses received through April 5<sup>th</sup>, 2024:

## Question:

1. Please provide year-to date claim forms broken out by building and status.

Answer:

July 2023 - March 2024 Report: see next page

## UNIT SUMMARY OF SCHOOLS MONTHLY MEAL PARTICIPATION

From: 7/1/2023 - To: 3/31/2024

## Summary - Breakfast / Lunch

R	R	F.	Δ	K	F	Δ	ς	Т

## LUNCH

		#	Reimb.	Reimb.	Reimb.						-	· Applica	tions - 1	#	Reimb.	Reimb.	Reimb.				
Site	ADA	Days	Paid	Red.	Free	SFSE	Adults	Catered	B. Total	ADA	ADM	Red.	Free	Days	Paid	Red.	Free	SFSE	Adults	Catered	L. Total
304	169,556	134	3,837	0	46,367	0	2	0	50,206	169,556	1,345	0	1,288	134	7,215	0	78,574	517	0	0	86,306
308	63,397	134	843	0	26,744	0	22	0	27,609	63,397	518	0	509	134	1,356	0	43,357	0	0	0	44,713
312	88,017	134	1,430	0	57,399	0	50	0	58,879	88,017	696	0	690	134	1,607	0	62,745	533	0	0	64,885
320	45,055	134	838	0	33,043	0	9	0	33,890	45,055	365	0	352	134	919	0	35,554	58	0	0	36,531
321	37,781	134	329	0	13,307	0	0	0	13,636	37,781	305	0	305	134	736	0	28,778	497	0	0	30,011
328	54,969	134	962	0	31,284	0	2	0	32,248	54,969	435	0	428	134	1,019	0	33,147	377	0	0	34,543
332	53,619	134	1,804	0	24,491	0	15	0	26,310	53,619	425	0	409	134	2,399	0	33,623	283	0	0	36,305
336	64,658	134	511	1	20,071	0	0	0	20,583	64,658	512	0	512	134	1,084	0	43,617	63	0_	0	44,764
-	577,052	1,072	10,554	1	252,706	0	100	0	263,361	577,052	1,345	0	1,288	1,072	16,335	0	359,395	2,328	0	0	378,058

## Summary - Other

	BANQUETS SUPPLEMENT			1ENTAL	SPECIAL	MILK			AFTERS	STATE REIMBURSABLE							
Site	Number Served	Standard Cost		Standard Cost	Student Paid	Student Free	Student Paid	Student Red.	Student Free	Eligible Area Free	Adult Snacks	Catered Snacks	Total Snacks	Paid	Red.	Free	Total
304	0	0.00	47,444	35,431.25	0	0.	0	0	0	0	0	0	0	3,842	0	46,362	50,204
308	0	0.00	20,188	15,160.25	0	0	0	0	2,477	0	0	0	2,477	846	0	26,741	27,587
312	0	0.00	11,100	7,687.25	0	0	0	0	7,147	0	0	0	7,147	1,430	0	57,399	58,829
320	0	0.00	13,280	8,923.25	0	0	0	0	3,368	0	0	0	3,368	838	0	33,043	33,881
321	0	0.00	6,760	4,542.00	0	0	0	0	3,141	0	0	0	3,141	329	0	13,307	13,636
328	0	0.00	10,231	6,723.50	0	0	0	0	2,864	0	0	0	2,864	967	0	31,279	32,246
332	0	0.00	12,970	8,971.50	0	0	0	0	2,245	0	0	0	2,245	1,801	0	24,494	26,295
336	0	0.00	21,691	15,477.00	. 0	0	0	0	184	0	0	0	184	511	1	20,071	20,583
		0.00	143.664	102,916.00					21,426				21,426	10,564	1	252,696	263,261

## ASHEBORO CITY SCHOOLS ELEMENTARY PRICE LIST

Cereal Bars	\$.75
Cheese-its	\$.50
Chex Mix	\$.50
Chips	\$.75
Cookies	\$.50
Fruit Roll-Up	\$.25
Grahams	\$.50
Gummies	\$.25
Pop Tart	\$. 50
Pretzels	\$.50
Rice Krispy	\$.75
Water	<b>\$</b> 1

Breakfast Entrees	<b>\$.75</b>	Lunch Entrees	\$1.50
Milk	\$.50	Milk	\$.50
Juice (4 oz)	\$.50	Sides	\$.75

School Year 23-24

# ASHEBORO CITY SCHOOLS MIDDLE SCHOOL PRICE LIST

Cereal Bars	\$.75	Parfaits	\$2
Cheese-its	\$.50	Pop Tart	\$.50
Chex Mix	\$.50	Pretzels	\$.50
Chips	\$.75	Rice Krispy	\$.75
Cookies	\$.50	Slushies	\$I
Fruit Roll-Up	\$.25	Smoothies	\$2
Grahams	\$.50	Water	\$I
Gummies (Small)	\$.25		
Jerky	\$2		
Juice (Bottles or Cans)	\$2		

Breakfast Entrees	\$.75	Lunch Entrees	\$1.50
Milk	\$.50	Milk	\$.50
Juice (4 oz)	\$.50	Sides	\$.75

School Year 23-24

## ASHEBORO CITY SCHOOLS PRICE LIST

Cereal Bars		\$.75	Ice Drinks	\$2
Cheese-its		\$.50	Jerky	\$2
Chex Mix		\$.50	Juice (Bottles or Cans)	<b>\$</b> 1
Chips		\$.75	Parfaits	\$2
Cookies		\$.50	Pop Tart	\$.50
Fruit Roll-Up		\$.25	Pretzels	\$.50
Gatorade	(Small)	\$1.50	Rice Krispy	\$.75
	(Large)	\$3	Slushies	<b>\$</b> 1
Grahams		\$.50	Smoothies	\$2
Gummies	(Small)	\$.25	Water	<b>\$</b> 1
Ice Cream Cups Regula	ır	\$.50 \$1		
Breakfast Entr Milk Juice (4 oz)	~ees	\$.75 \$.50 \$.50	Lunch Entrees Milk Sides	\$1.50 \$.50 \$.75

School Year 23-24







## SODEXO IS LEADING THE WAY TO IMPROVE QUALITY OF LIFE.

This proposal and its packaging utilize both natural and recycled materials. The paper used to print this document contains mixed sources (product group from wellmanaged forests, controlled sources and recycled wood or fiber) that are at least 20% recyclable. This proposal is printed with nontoxic dry ink toners that use 60% to 70% less energy per page than conventional toner, on printers designed to be "green" by using less power and incorporating many reusable elements, such as drums, toner cartridges and waste containers. This approach to document production is an important element of Better Tomorrow 2025, which is aimed at conserving natural resources and reducing waste.

