



City of Pembroke Pines

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
COMPASS GROUP USA, INC.**

**THIS AMENDMENT (“Third Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**COMPASS GROUP USA, INC.**, a For Profit Corporation, as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2400 Yorkmont Road, Tax Department, Charlotte, NC 28217** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 26, 2023**, pursuant to Request for Proposals (“RFP”) # ED-23-01 Food Service Management Company (FSMC) – Charter Schools (NSLP) & EDC Programs, the Parties entered into the Agreement (“Original Agreement”) to provide Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers for an initial **one (1) year period**, which expired on **June 30, 2024**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **four (4)**, additional, **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

**WHEREAS**, on **April 25, 2024**, the Parties executed the First Amendment to the Original Agreement to increase the compensation by five and two tenths’ percent (5.2%) and to renew the term thereof for a **one (1) year** period, which expired on **June 30, 2025**; and,

**WHEREAS**, on **April 25, 2025**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the compensation by three and six tenths’ percent (3.6%) and to renew the term thereof for a **one (1) year** period, which will expire on **June 30, 2026**; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement, as amended, for the third, **one (1) year** period, to increase the compensation by four and one tenth percent (4.1%), and to supplement the terms contained therein as set forth in this Third Amendment.



City of Pembroke Pines

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above “WHEREAS” clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **July 1, 2026**, and naturally expiring on **June 30, 2027**.

**SECTION 3.** In accordance with Section 3.2 of the Original Agreement, Section 4.2 and Section 4.3 as set forth in **Article 4** therein, entitled “**Compensation and Method of Payment**”, are hereby revised and amended to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more particularly described in **Exhibit “C-3”**, attached hereto and incorporated herein by reference. Such units and pricing shall take effect for the Charter School Fiscal Year 2026-2027.

**SECTION 4.** Section 18.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

18.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement in accordance with the terms herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[gfernandez@ppines.com](mailto:gfernandez@ppines.com)**

**SECTION 5. Scrutinized Companies.**

5.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is



engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

5.1.2.2 Is engaged in business operations in Syria.

**SECTION 6. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and



6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 7. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 8. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.



**SECTION 9. Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 10. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Third Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 11. Compliance with Foreign Entity Laws.** CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 12.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 13.** The Parties agree that in all other respects the Original Agreement, as



amended, shall remain in full force and effect, except as specifically modified herein.

**SECTION 14.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

**SECTION 15.** Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

**SECTION 16.** This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

*Jacob G. Horowitz*

A563A1DDEFD5417...

Print Name: Jacob G. Horowitz

OFFICE OF THE CITY ATTORNEY

March 18, 2026

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

\_\_\_\_\_  
GABRIEL FERNANDEZ, CITY CLERK

**CONTRACTOR:**

**COMPASS GROUP USA, INC. by and through**

**its Chartwells Division**

Signed By: *A. Shaffer*

Printed Name: Amy Shaffer

Title: CEO, Chartwells K12



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 3/31/2026

ENTITY: **COMPASS GROUP USA, INC. by and through its Chartwells Division**

SIGNED BY: *A. Shaffer*

NAME: Amy Shaffer

TITLE: CEO, Chartwells K12



*City of Pembroke Pines*

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**EXHIBIT "C-3"**

STATE OF FLORIDA FORMS  
CHARTER SCHOOL FISCAL YEAR 2026-2027

**FOOD SERVICE MANAGEMENT COMPANY  
RENEWAL CONTRACT  
2026-2027 SCHOOL YEAR**

Original Contract Date
Year of Renewal (Check)
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/>

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 7/01/2026 (mo./day/yr.) and ending on 6/30/2027 (mo./day/yr.), with the first day of food service being 7/01/2026 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2025-2026 Rate <sup>1</sup>	2026-2027 Rate <sup>1</sup>	Percentage Increase <sup>2</sup>
Reimbursable Breakfast	\$2.1525	\$2.2407	4.1000%
Reimbursable Lunch (K-5)	\$4.3050	\$4.4815	4.1000%
Reimbursable Lunch (6-8)	\$4.3050	\$4.4815	4.1000%
Reimbursable Lunch (9-12)	\$4.3050	\$4.4815	4.1000%
After-School Snack	\$1.0763	\$1.1204	4.1000%
EDC Regular	\$3.4440	\$3.5852	4.1000%
EDC Campers	\$3.7818	\$3.9369	4.1000%
Summer Breakfast	\$2.1525	\$2.2407	4.1000%
Summer Lunch	\$4.3050	\$4.4815	4.1000%
<b>Total Contract Value</b>	\$3,412,766.18		

<sup>1</sup>Rates must not be rounded up. Do not exceed four decimal places.

<sup>2</sup>Percentage increase shall not exceed the maximum rate established in the original contract.

**APPROVAL**

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

**Sponsor**

\_\_\_\_\_  
(Print) Name of Authorized Representative      Title

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

\_\_\_\_\_  
Sponsor Number and Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Vendor (Caterer/FSMC)**

Amy Shaffer CEO, Chartwells K12  
\_\_\_\_\_  
(Print) Name of Authorized Representative      Title

*A Shaffer*      3/31/2026  
\_\_\_\_\_  
Signature of Authorized Representative      Date

Compass Group USA, Inc. by and through its  
Chartwells Division  
\_\_\_\_\_

\_\_\_\_\_  
Name of Company

2400 Yorkmont Rd.  
\_\_\_\_\_

\_\_\_\_\_  
Address

Charlotte, NC 28217  
\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

704-328-4000  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

Amy.shaffer@compass-usa.com  
\_\_\_\_\_

\_\_\_\_\_  
Email

**EXHIBIT A  
SITE INFORMATION LIST**

Sponsor Name The City of Pembroke Pines

Agreement Number 01-0363

Site Number in FANS	Site Name as written in FANS	Site Address	Program	Grade Level	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
									Begin	End
0351	Pembroke Pines/FSU Charter Elementary School	601 SW 172nd Avenue Pembroke Pines, FL 33029	NSLP	K-5	725	180	93.8%	B L	8:00 AM 10:30 AM	8:40 AM 1:40 PM
5051	Pembroke Pines Charter Elementary School	10801 Pembroke Road Pembroke Pines, FL 33025	NSLP	K-5	715	180	93.8%	B L	7:50 AM 10:30AM	8:40 AM 1:17 PM
5081	Pembroke Pines Charter Middle School Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	6-8	689	180	93.8%	B L	8:00 AM 11:00 AM	8:40 AM 1:25 PM
5121	Pembroke Pines Charter High School	17189 Sheridan Street Pembroke Pines, FL 33331	NSLP	6-12	2,145	180	93.8%	B L	6:30AM 10:30 AM	8:45 AM 12:57 PM
9997	Pembroke Pines Charter Middle School West	18500 Pembroke Road Pembroke Pines, FL 33029	NSLP	6-8	665	180	93.8%	B L	8:00 AM 11:06 AM	8:40 AM 1:25 PM
9998	Pembroke Pines Charter Elementary Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	K-5	608	180	93.8%	B L	8:00 AM 11:40 AM	8:40 AM 12:40 PM
9999	Pembroke Pines Charter Elementary West	1680 SW 184th Avenue Pembroke Pines, FL 33029	NSLP	K-5	738	180	93.8%	B L	8:00 AM 10:25 AM	8:40 AM 1:35 PM

Meal Types: B = Breakfast, L = Lunch, Sn = Snack, Su = Supper

Programs: NSLP = National School Lunch Program, SSO = Seamless Summer Option, SFSP = Summer Food Service Program



*City of Pembroke Pines*

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**EXHIBIT "C-3"**

STATE OF FLORIDA FORMS  
CHARTER SCHOOL FISCAL YEAR 2026-2027

**FOOD SERVICE MANAGEMENT COMPANY  
RENEWAL CONTRACT  
2026-2027 SCHOOL YEAR**

Original Contract Date
Year of Renewal (Check)
1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/>

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 7/01/2026 (mo./day/yr.) and ending on 6/30/2027 (mo./day/yr.), with the first day of food service being 7/01/2026 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2025-2026 Rate <sup>1</sup>	2026-2027 Rate <sup>1</sup>	Percentage Increase <sup>2</sup>
Reimbursable Breakfast	\$2.1525	\$2.2407	4.1000%
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<b>Total Contract Value</b>	\$3,412,766.18		

<sup>1</sup>Rates must not be rounded up. Do not exceed four decimal places.

<sup>2</sup>Percentage increase shall not exceed the maximum rate established in the original contract.

**APPROVAL**

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

**Sponsor**

**Vendor (Caterer/FSMC)**

\_\_\_\_\_  
(Print) Name of Authorized Representative      Title

\_\_\_\_\_  
(Print) Name of Authorized Representative      Title

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

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

\_\_\_\_\_  
Sponsor Number and Name

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

**EXHIBIT A  
SITE INFORMATION LIST**

Sponsor Name The City of Pembroke Pines

Agreement Number 01-0363

Site Number in FANS	Site Name as written in FANS	Site Address	Program	Grade Level	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
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Programs: NSLP = National School Lunch Program, SSO = Seamless Summer Option, SFSP = Summer Food Service Program



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
COMPASS GROUP USA, INC.**

**THIS AMENDMENT ("Second Amendment")**, dated April 24, 2025, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**COMPASS GROUP USA, INC.**, a For-Profit Corporation, as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2400 Yorkmont Road, Tax Department, Charlotte, NC 28217** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 26, 2023**, pursuant to Request for Proposals ("RFP") # ED-23-01 Food Service Management Company (FSMC) – Charter Schools (NSLP) & EDC Programs, the Parties entered into the Agreement ("Original Agreement") to provide Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers for an initial **one (1) year period**, which expired on **June 30, 2024**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **four (4)**, additional, **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

**WHEREAS**, on **April 25, 2024**, the Parties executed the First Amendment to the Original Agreement to increase the compensation by five and two tenths' percent (5.2%) and to renew the term thereof for a **one (1) year** period, which will expire on **June 30, 2025**; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement, as amended, for the second, **one (1) year** period, to increase the compensation by three and six tenths' percent (3.6%), and to supplement the terms contained therein as set forth in this Second Amendment.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



City of Pembroke Pines

---

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **July 1, 2025**, and naturally expiring on **June 30, 2026**.

**SECTION 3.** In accordance with Section 3.2 of the Original Agreement, Section 4.2 and Section 4.3 as set forth in **Article 4** therein, entitled "**Compensation and Method of Payment**", are hereby revised and amended to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more particularly described in **Exhibit "C-2"**, attached hereto and incorporated herein by reference. Such units and pricing shall take effect for the Charter School Fiscal Year 2025-2026.

**SECTION 4.** Section 18.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

18.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement in accordance with the terms herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[drogers@ppines.com](mailto:drogers@ppines.com)**

**SECTION 5. Scrutinized Companies.**

5.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:



5.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

5.1.2.2 Is engaged in business operations in Syria.

**SECTION 6. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**6.1 Definitions for this Section.**

6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**6.2 Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 7. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 8. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 9. Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.



**SECTION 10. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 11. Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 12.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 13.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

**SECTION 14.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.



*City of Pembroke Pines*

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**SECTION 15.** Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

**SECTION 16.** This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*Samuel I. Goned*, 3/27/25  
Print Name: Samuel I Goned  
OFFICE OF THE CITY ATTORNEY

BY: *Angelo Castillo*  
DocuSigned by:  
E2D2D4AA8795454...  
MAYOR ANGELO CASTILLO  
April 24, 2025

ATTEST:

*Debra E. Rogers*  
DocuSigned by:  
F8EA9A23A58B417...  
DEBRA E. ROGERS, CITY CLERK  
April 24, 2025

BY: *Charles F. Dodge*  
DocuSigned by:  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER  
April 24, 2025

Signed by:



**CONTRACTOR:**

COMPASS GROUP USA, INC.

Signed By: *Amy Shaffer*  
Printed Name: Amy Shaffer  
Title: CEO, Chartwells K12



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 4/2/2025

ENTITY: **COMPASS GROUP USA, INC.**

SIGNED BY: 

NAME: Amy Shaffer

TITLE: CEO, Chartwells K12



*City of Pembroke Pines*

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**EXHIBIT "C-2"**

STATE OF FLORIDA FORMS  
CHARTER SCHOOL FISCAL YEAR 2025-2026

Original Contract Date June 26, 2023			
Year of Renewal (Check)			
1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>

**FOOD SERVICE MANAGEMENT COMPANY  
RENEWAL CONTRACT  
2025-2026 SCHOOL YEAR**

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 7/01/2025 (mo./day/yr.) and ending on 6/30/2026 (mo./day/yr.), with the first day of food service being 7/01/2025 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2024-2025 Rate <sup>1</sup>	2025-2026 Rate <sup>1</sup>	Percentage Increase <sup>2</sup>
Reimbursable Breakfast	\$2.0777	\$2.1525	3.6000%
Reimbursable Lunch (K-5)	\$4.1554	\$4.3050	3.6000%
Reimbursable Lunch (6-8)	\$4.1554	\$4.3050	3.6000%
Reimbursable Lunch (9-12)	\$4.1554	\$4.3050	3.6000%
After-School Snack	\$1.0389	\$1.0763	3.6000%
EDC Regular	\$3.3243	\$3.4440	3.6000%
EDC Campers	\$3.6504	\$3.7818	3.6000%
Summer Breakfast	\$2.0777	\$2.1525	3.6000%
Summer Lunch	\$4.1554	\$4.3050	3.6000%
<b>Total Contract Value</b>	<b>\$3,290,485.84</b>		

<sup>1</sup>Rates must not be rounded up. Do not exceed four decimal places.  
<sup>2</sup>Percentage increase shall not exceed the maximum rate established in the original contract.

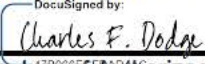
**APPROVAL**

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

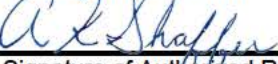
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

**Sponsor**

Charles F. Dodge City Manager  
 \_\_\_\_\_  
 (Print) Name of Authorized Representative Title  
 DocuSigned by:  
 April 24, 2025  
 \_\_\_\_\_  
 Signature of Authorized Representative Date  
 \_\_\_\_\_  
 0363 - City of Pembroke Pines  
 \_\_\_\_\_  
 Sponsor Number and Name  
 \_\_\_\_\_  
 601 City Center Way  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 Pembroke Pines, FL 33025  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 (954) 392-2130  
 \_\_\_\_\_  
 Telephone  
 \_\_\_\_\_  
 cdodge@ppines.com  
 \_\_\_\_\_  
 Email

**Vendor (Caterer/FSMC)**

Amy Shaffer CEO, Chartwells K12  
 \_\_\_\_\_  
 (Print) Name of Authorized Representative Title  
 4/2/2025  
 \_\_\_\_\_  
 Signature of Authorized Representative Date  
 \_\_\_\_\_  
 Compass Group USA, Inc., by and through its Chartwells Division  
 \_\_\_\_\_  
 Name of Company  
 \_\_\_\_\_  
 2400 Yorkmont Road  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 Charlotte, NC 28217  
 \_\_\_\_\_  
 City, State, Zip  
 \_\_\_\_\_  
 (704) 328-4000  
 \_\_\_\_\_  
 Telephone  
 \_\_\_\_\_  
 Amy.Shaffer@compass-usa.com  
 \_\_\_\_\_  
 Email

**EXHIBIT A  
SITE INFORMATION LIST**

Sponsor Name The City of Pembroke Pines

Agreement Number 01-0363

Site Number in FANS	Site Name as written in FANS	Site Address	Program	Grade Level	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
									Begin	End
0351	Pembroke Pines/FSU Charter Elementary School	601 SW 172nd Avenue Pembroke Pines, FL 33029	NSLP	K-5	709	180	93.8%	B L	8:00 AM 10:30 AM	8:40 AM 1:40 PM
5051	Pembroke Pines Charter Elementary School	10801 Pembroke Road Pembroke Pines, FL 33025	NSLP	K-5	715	180	93.8%	B L	7:50 AM 10:30AM	8:40 AM 1:17 PM
5081	Pembroke Pines Charter Middle School Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	6-8	689	180	93.8%	B L	8:00 AM 11:00 AM	8:40 AM 1:25 PM
5121	Pembroke Pines Charter High School	17189 Sheridan Street Pembroke Pines, FL 33331	NSLP	6-12	2,125	180	93.8%	B L	6:30AM 10:30 AM	8:45 AM 12:57 PM
9997	Pembroke Pines Charter Middle School West	18500 Pembroke Road Pembroke Pines, FL 33029	NSLP	6-8	665	180	93.8%	B L	8:00 AM 11:06 AM	8:40 AM 1:25 PM
9998	Pembroke Pines Charter Elementary Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	K-5	608	180	93.8%	B L	8:00 AM 11:40 AM	8:40 AM 12:40 PM
9999	Pembroke Pines Charter Elementary West	1680 SW 184th Avenue Pembroke Pines, FL 33029	NSLP	K-5	738	180	93.8%	B L	8:00 AM 10:25 AM	8:40 AM 1:35 PM

Meal Types: B = Breakfast, L = Lunch, Sn = Snack, Su = Supper

Programs: NSLP = National School Lunch Program, SSO = Seamless Summer Option, SFSP = Summer Food Service Program



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 7.**

**File ID:** 25-1467

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 04/02/2025

**Short Title:** Contracts Database Report - April 16th, 2025

**Final Action:** 04/16/2025

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A1) A Superior Towing Company - Towing Services - Renewal  
(A2) Westway Towing, Inc. - Towing Services - Renewal

(B) Compass Group USA, Inc. - Food Service Management Company  
ED-23-01 - Renewal

(C) TA Golf Sales, LLC - Operation of the Pembroke Lakes Golf Course Pro Shop - Renewal

**ITEM (D) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(D) Brenntag Mis-South, Inc. - Provision of Sodium Hydroxide (Caustic Soda) - Non-Renewal

**\*Agenda Date:** 04/16/2025

**Agenda Number:**

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 16th, 2025, 2. A.1. A Superior Towing - Citywide Towing Services PD-21-03 (All-Backup)rc, 3. A.2. Westway Towing, Inc. - Citywide Towing Services PD-21-03 (All-Backup)crc, 4. B. Compass Group USA - ED-23-01 (All Backup)rc, 5. C. TA Golf Sales - License for Operation of Golf Pro Shop - All Backup, 6. D. Brenntag Mid-South - Sodium Hydroxide - Caustic Soda - AB

**Related Files:**

1 City Commission

04/16/2025 approve

Pass

**Agenda Request Form Continued (25-1467)**

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**Action Text:** A motion was made by Vice Mayor Hernandez, seconded by Commissioner Rodriguez, to approve Item 7 B,C and D on Consent,. The motion carried by the following vote:  
 Aye: - 5 Mayor Castillo, Vice Mayor Hernandez, Commissioner Good Jr.,  
 Commissioner Rodriguez, and Commissioner Schwartz  
 Nay: - 0

1 City Commission 04/16/2025 approve Pass

**Action Text:** A motion was made by Vice Mayor Hernandez, seconded by Commissioner Good Jr., to approve Item 7A1 and 7A2. The motion carried by the following vote:  
 Aye: - 4 Mayor Castillo, Commissioner Good Jr., Commissioner Rodriguez, and  
 Commissioner Schwartz  
 Nay: - 1 Vice Mayor Hernandez

1 City Commission 04/16/2025 approve Fail

**Action Text:** A motion was made by Commissioner Rodriguez, seconded by Vice Mayor Hernandez, to approve to go out for bid on Item 7A1 and 7A2. The motion failed by the following vote:  
 Aye: - 2 Vice Mayor Hernandez, and Commissioner Rodriguez  
 Nay: - 3 Mayor Castillo, Commissioner Good Jr., and Commissioner Schwartz

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**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A1) A Superior Towing Company - Towing Services - Renewal**

**(A2) Westway Towing, Inc. - Towing Services - Renewal**

1. On May 18th, 2022, the City entered into an Agreement with each of two (2) vendors of a pool, each agreement being for an initial three (3) year period, both of which will expire on June 18, 2025.

2. The pool of vendors provides City-wide towing services pursuant to RFQ # PD-21-03 on a weekly rotating basis.

3. Section 7.2 of each Original Agreement allows for renewal of each Agreement for two (2) additional, three (3) year terms, upon mutual consent of the Parties, evidenced by a written Amendment.

4. The State of Florida recently enacted Section 323.001(8), Florida Statutes, regarding

***Agenda Request Form Continued (25-1467)***

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investigatory and evidentiary vehicle holds, and both Contractors have each agreed to provide the City with a storage building ("Building") which meets the Minimum Standards of the Agreement, at no cost to the City or time limit on the storage of any vehicle stored in the building.

5. The Police Department recommends that the City Commission approve each of the two (2) First Amendments to amend the language regarding investigatory and evidentiary holds and to enter into the first, three (3) year renewal term for each Agreement, commencing on June 19, 2025, and expiring on June 18, 2028, as allowed by each Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** No impact. The City anticipates receiving \$30,559 in annual revenues from the 25% Administrative Fee.

**b) Amount budgeted for this item in Account No:** \$30,559 in revenues are budgeted in account # 001-000-0800-341315-0000-000-0000 (Admin Fees - Towing) for the current fiscal year.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 3-year projection of the operational revenue of the project** Approximately \$30,559 in revenues annually, with an estimated 3% increase annually due to CPI adjustments to the Broward County Towing Rates. Please note that actual revenues will fluctuate based on the number of tows performed in a given year.

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(B) Compass Group USA, Inc. - Food Service Management Company ED-23-01 - Renewal**

1. On June 26, 2023, the City entered into an Agreement with Compass Group USA, Inc. for an initial one (1) year period, which expired on June 30, 2024.

2. Compass Group USA, Inc. provides nutritionally balanced meals to the City's Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for four (4), additional, one (1) year renewal periods upon mutual consent, evidenced by written

**Agenda Request Form Continued (25-1467)**

Amendments extending the term thereof.

4. On April 25, 2024, the parties entered into the First Amendment to increase the compensation and to renew the term for the first year, extending it to June 30, 2025.

5. The City of Pembroke Pines Charter Schools and the Early Development Center recommend that the City Commission approve this Second Amendment for the one (1) year renewal period commencing on July 1, 2025, and expiring on June 30, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** The total estimated annual cost is \$3,290,485.84 based on the projected meal equivalents for FY 2025-26 Charter School expense and FY 2025-26 EDC projected food purchases expense. Please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc.

**b) Amount budgeted for this item in Account No:** This expense will be budgeted for in the 2025-2026 Proposed Charter School Budget and 2025-2026 Proposed Early Development Center budget in the following operating accounts:

School Site	Account Description	Account Coding	Cost per Site
East Elementary	Professional & Tech Svs	170-569-5051-531310-7600-310-0000-00550	\$420,251.30
West Elementary	Professional & Tech Svs	170-569-5051-531310-7600-310-0000-00551	\$347,990.21
Central Elementary	Professional & Tech Svs	170-569-5051-531310-7600-310-0000-00552	\$334,059.86
West Middle	Professional & Tech Svs	171-569-5052-531310-7600-310-0000-00553	\$350,750.25
Central Middle	Professional & Tech Svs	171-569-5052-531310-7600-310-0000-00554	\$400,559.67
Academic Village	Professional & Tech Svs	172-569-5053-531310-7600-310-0000-	\$1,031,798.07
FSU Elementary	Professional & Tech Svs	173-569-5061-531310-7600-310-0000-	\$361,698.30
<b>Charter School Total</b>			<b>\$3,247,107.66</b>
Central EDC	Food Purchase	001-569-5002-552701-0000-000-0000-00209	\$43,378.18
<b>EDC Total</b>			<b>\$43,378.18</b>
<b>Total Renewal Cost</b>			<b>\$3,290,485.84</b>

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 1-year projection of the operational cost of the project:**

In regard to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net revenue of \$29,884.91 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The total expenditure below, \$3,247,107.66, is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract.

In regard to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$3,754.32 is used to offset other operating expenses, such as

**Agenda Request Form Continued (25-1467)**

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snacks for students/campers.

<b>FY2025-26</b>	<b>Charter Schools</b>	<b>Central EDC</b>	<b>Total</b>
Revenues	\$3,276,992.57	\$47,132.50	\$3,324,125.07
Expenditures	(\$3,247,107.66)	(\$43,378.18)	(\$3,290,485.84)
<b>Net Revenue</b>	<b>\$29,884.91</b>	<b>\$3,754.32</b>	<b>\$33,639.23</b>

**e) Detail of additional staff requirements:** Not applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not applicable

**(C) TA Golf Sales, LLC - Operation of the Pembroke Lakes Golf Course Pro Shop - Renewal**

1. On August 9th, 2023, the City entered into a License Agreement with TA Golf Sales, LLC for an initial one (1) year period, commencing on August 9th, 2023, and expiring on August 8th, 2024.
2. TA Golf Sales, LLC operates the Pro Shop at the Pembroke Lakes Golf Course including but not limited to supervising the retail business of the Pro Shop and maintaining for sale a first-class stock of merchandise.
3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), successive, one (1) year renewal periods upon mutual consent, evidenced by a written Amendment.
4. On May 6th, 2024, the parties entered into the First Amendment to renew the Original Agreement for a one (1) year period which will expire on August 8th, 2025.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Second Amendment for the second and final, one (1) year, renewal term, commencing on August 9th, 2025, and expiring on August 8th, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Revenue:** \$15,000 Proposed amount

Agenda Request Form Continued (25-1467)

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- b) **Amount budgeted for this item in Account No:** \$15,000 in 001-000-7006-362025-0000-000-0000-Commission - Pro Shop
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1-year projection of the operational cost of the project** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(D) Brenntag Mis-South, Inc. - Provision of Sodium Hydroxide (Caustic Soda) - Non-Renewal**

1. On March 18, 2024, the City entered into an Agreement with Brenntag Mid-South, Inc., utilizing the terms and pricing offered in Pinellas County Contract # 23-0392-ITB with Brenntag Mid-South, Inc., for the provision of sodium hydroxide ( caustic soda), on an as needed basis, which expires on July 17, 2025.
2. Section 5.1 of the Original Agreement authorizes the renewal of the Agreement for two (2) additional two (2) year terms, upon mutual consent, pursuant to a written Amendment.
3. This agreement is presented to the City Commission for notification purposes as Brenntag Mid-South, Inc. has communicated its intention to not renew the contract with the City upon its expiration on July 17, 2025.



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
COMPASS GROUP USA, INC.**

**THIS AMENDMENT ("First Amendment")**, dated April 25, 2024, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**COMPASS GROUP USA, INC.**, a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2400 Yorkmont Road, Tax Department, Charlotte NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 26, 2023**, the Parties entered into the Agreement Between the City of Pembroke Pines and Compass Group USA, Inc. ("Original Agreement") for an initial **one (1) year** period, which will naturally expire on **June 30, 2024**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for four (4), additional, **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

**WHEREAS** Section 3.2 of the Agreement allows for renegotiation of the fixed rates and fixed fees for the additional renewal periods; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement for the first **one (1) year** period and to increase the compensation by five and two tenths' percent (5.2%) corresponding to the increase in the Consumer Price Index, as set forth in this First Amendment.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



City of Pembroko Pines

**SECTION 2.** The Original Agreement is hereby renewed for a **one (1) year** period commencing on **July 1, 2024**, and naturally expiring on **June 30, 2025**.

**SECTION 3.** In accordance with Section 3.2 of the Original Agreement, Section 4.2 and Section 4.3 as set forth in **Article 4** therein, entitled "**Compensation and Method of Payment**", are hereby revised and amended to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more particularly described in **Exhibit "C-1"**, attached hereto and incorporated herein by reference. Such units and pricing shall take effect for the Charter School Fiscal Year 2024-2025.

**SECTION 4. Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - 4.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary,



wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

52 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 6.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 7.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 8.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.



*City of Pembroke Pines*

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**SECTION 9.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 10.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

*Jacob Horowitz*

A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

BY:

*Angelo Castillo*

MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

*Marlene D. Graham*

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY:

DocuSigned by:

*Charles F. Dodge*

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

DS

April 25, 2024



**CONTRACTOR:**

COMPASS GROUP USA, INC.

Signed By: *A. Shaffer*

Printed Name: Amy Shaffer

Title: CEO, Chartwells K12



*City of Pembroke Pines*

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**EXHIBIT "C-1"**

STATE OF FLORIDA FORMS  
CHARTER SCHOOL FISCAL YEAR 2024-2025

**FOOD SERVICE MANAGEMENT COMPANY  
RENEWAL CONTRACT  
2024-2025 SCHOOL YEAR**

Original Contract Date <u>June 26, 2023</u>
Year of Renewal (Check) 1 X 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 07/01/2024 (mm/dd/yy) and ending on 6/30/2025 (mm/dd/yy) with the first day of food service being 07/01/2024 (mm/dd/yy). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

	2023-2024 Rate	2024-2025 Rate <sup>1,2</sup>	Percentage Increase <sup>3</sup>
1. Reimbursable Breakfast	1. \$1.975	1. \$2.0777	1. 5.2000%
2. Reimbursable Lunch (K-5)	2. \$3.95	2. \$4.1554	2. 5.2000%
3. Reimbursable Lunch (6-8)	3. \$3.95	3. \$4.1554	3. 5.2000%
4. Reimbursable Lunch (9- 12)	4. \$3.95	4. \$4.1554	4. 5.2000%
5. After School Snack	5. \$0.9875	5. \$1.0389	5. 5.2000%
6. EDC Regular	6. \$3.16	6. \$3.3243	6. 5.2000%
7. EDC Campers	7. \$3.47	7. \$3.6504	7. 5.2000%
8. Summer Breakfast	8. \$1.975	8. \$2.0777	8. 5.2000%
9. Summer Lunch	9. \$3.95	9. \$4.1554	9. 5.2000%
Total Contract Value \$ 3,404,946.44			

<sup>1</sup>Rates must not be rounded up. Do not exceed four decimal places.  
<sup>2</sup>Per meal prices must be quoted as if no USDA Foods will be received  
<sup>3</sup>Percentage increase shall not exceed the maximum rate established in the original contract.

**APPROVAL**

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

**Sponsor**

Charles F. Dodge City Manager  
(Print) Name of Authorized Representative Title  
DocuSigned by:  
Charles F. Dodge April 23, 2024  
Signature of Authorized Representative Date

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0363 - City of Pembroke Pines  
Sponsor Number and Name

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601 City Center Way  
Address

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City of Pembroke Pines, FL 33025  
City, State, Zip

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(954) 392-2130  
Telephone

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cdodge@ppines.com  
Email

**Food Service Management Company**

Amy Shaffer, CEO, Chartwells K12  
(Print) Name of Authorized Representative Title  
Amy Shaffer 4/8/2024  
Signature of Authorized Representative Date

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Compass Group USA, Inc., by and through its Chartwells Division  
Name of Company

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2400 Yorkmont Road  
Address

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Charlotte, NC 28217  
City, State, Zip

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704-328-4000  
Telephone

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Amy.Shaffer@compass-usa.com  
Email

**EXHIBIT A  
SITE INFORMATION LIST**

Sponsor Name The City of Pembroke Pines

Agreement Number 01-0363

Site Number in FANS	Site Name as written in FANS	Site Address	Program	Grade Level	Enrollment	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
									Begin	End
0351	Pembroke Pines/FSU Charter Elementary School	601 SW 172nd Avenue Pembroke Pines, FL 33029	NSLP	K-5	699	180	93.8%	B L	8:00 AM 10:30 AM	8:40 AM 1:40 PM
5051	Pembroke Pines Charter Elementary School	10801 Pembroke Road Pembroke Pines, FL 33025	NSLP	K-5	700	180	93.8%	B L	7:50 AM 10:30AM	8:40 AM 1:17 PM
5081	Pembroke Pines Charter Middle School Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	6-8	680	180	93.8%	B L	8:00 AM 11:00 AM	8:40 AM 1:25 PM
5121	Pembroke Pines Charter High School	17189 Sheridan Street Pembroke Pines, FL 33331	NSLP	6-12	2,100	180	93.8%	B L	6:30AM 10:30 AM	8:45 AM 12:57 PM
9997	Pembroke Pines Charter Middle School West	18500 Pembroke Road Pembroke Pines, FL 33029	NSLP	6-8	655	180	93.8%	B L	8:00 AM 11:06 AM	8:40 AM 1:25 PM
9998	Pembroke Pines Charter Elementary Central	12350 Sheridan Street Pembroke Pines, FL 33026	NSLP	K-5	600	180	93.8%	B L	8:00 AM 11:40 AM	8:40 AM 12:40 PM
9999	Pembroke Pines Charter Elementary West	1680 SW 184th Avenue Pembroke Pines, FL 33029	NSLP	K-5	600	180	93.8%	B L	8:00 AM 10:25 AM	8:40 AM 1:35 PM

Meal Types: B = Breakfast, L = Lunch, Sn = Snack, Su = Supper

Programs: NSLP = National School Lunch Program, SSO = Seamless Summer Option, SFSP = Summer Food Service Program



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 6.

**File ID:** 24-0311

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda Section:**

**In Control:** City Commission

**File Created:** 04/08/2024

**Short Title:** Contracts Database Report - April 17th, 2024

**Final Action:** 04/17/2024

**Title:** MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Children’s Services Council of Broward County - Maximizing Out-of-School Time (MOST) - Renewal

(B) Compass Group USA, Inc. - Food Service Management Company ED-23-01 - Renewal

(C) Safeguard Services, Inc. - Janitorial Services - Various Public Service Buildings - Renewal

\*Agenda Date: 04/17/2024

Agenda Number: 6.

**Internal Notes:**

**Attachments:** 1. Contract Database Report - April 17th, 2024, 2.A. CSC - MOST 22-4323 FY 22-25 (all back-up), 3.B. Compass Group USA - ED-23-01 Food Service (all back-up), 4.C. Safeguard Services, Inc. - Janitorial Services at PS Buildings (AB)

**Related Files:**

1 City Commission 04/17/2024 approve Pass

**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 4 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, and Commissioner Schwartz  
Nay: - 0

### SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing,

Agenda Request Form Continued (24-0311)

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at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Children’s Services Council of Broward County - Maximizing Out-of-School Time (MOST) - Renewal [Recreation & Cultural Arts Department]**

1. Following approval by the City Commission on April 4th, 2023, the City entered into an Agreement with the Children’s Services Council (CSC) of Broward County for an initial four (4) month period, commencing on May 1st, 2023, and expiring August 31st, 2023.
2. The Children’s Services Council of Broward County offers the Maximizing Out-of-School Time (MOST) Special Needs Summer Programming Grant to provide a structured program for children to improve and maintain skills through positive experiences encountered during the regular school day, as well as for them to improve language and reading skill development, physical functioning, social and adaptive behavioral functioning, and daily living skills. The target population is children, adolescents, and young adults ages six through twenty-two with special needs who have a physical, developmental, sensory, or learning disability.
3. Section 1 of the Agreement authorizes the renewal thereof for three (3), additional, three (3) month summer sessions, at the sole option of the CSC.
4. On February 5th, 2024, at the CSC’s Council Meeting, the Council approved the City of Pembroke Pines as a MOST Special Needs provider and renewal of the Agreement for the four (4) months from May 1st, 2024, to August 31st, 2024.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this first Renewal for the 2024 summer session commencing on May 1st, 2024, and expiring August 31st, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** The revenue amount from this grant is \$154,092. All expenses are covered by the grant revenues. The match requirement is non-monetary in-kind services to be provided through staffing, space, and utilities.
- b) **Amount budgeted for this item in Account No:** None. If approved a budget will be generated increasing revenues and expenditures to accommodate the grant and the program.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Summer staff will be required to operate the

**Agenda Request Form Continued (24-0311)**

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camp. All positions are funded through the MOST Grant

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(B) Compass Group USA, Inc. - Food Service Management Company ED-23-01 - Renewal**

1. On June 26, 2023, the City entered into an Agreement with Compass Group USA, Inc. for an initial one (1) year period, which will expire on June 30, 2024.

2. Compass Group USA, Inc. provides nutritionally balanced meals to the City's Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for four (4), additional, one (1) year renewal periods upon mutual consent, evidenced by written Amendments extending the term thereof.

4. In addition, Section 3.2 of the agreement states that the fixed rates and fees in subsequent years of the contract must not exceed the increase in the Consumer Price Index for Urban Consumers ("CPI") - Food Away From Home from the then current rate to the annualized rate for the most recent month of December.

5. The change in CPI was 5.2% and as a result, Compass Group USA, Inc. provided a written analysis addressing the need for the increase, which was approved by the Charter School Administrative Support Office.

6. The City of Pembroke Pines Charter Schools and the Early Development Centers recommend that the City Commission approve this First Amendment to increase the fees by 5.2% during the one (1) year renewal period commencing on July 1, 2024, and expiring on June 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** The total estimated annual cost is \$3,404,946.44 based on the projected meal equivalents for Charter School's 2024-25 FY. Please note that the total meal equivalents

**Agenda Request Form Continued (24-0311)**

may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc.

**b) Amount budgeted for this item in Account No (FY 2024-25 proposed budget):**

Charter School Site	Account Coding	Amount
East Elementary	170-569-5051-531310-7600-310-0000-00550	\$413,824.51
West Elementary	170-569-5051-531310-7600-310-0000-00551	\$291,603.95
Central Elementary	170-569-5051-531310-7600-310-0000-00552	\$328,174.84
West Middle	171-569-5052-531310-7600-310-0000-00553	\$368,936.85
Central Middle	171-569-5052-531310-7600-310-0000-00554	\$473,776.80
Academic Village	172-569-5053-531310-7600-310-0000-	\$1,059,537.72
FSU Elementary	173-569-5061-531310-7600-310-0000-	\$405,730.64
<b>Total</b>	<b>\$3,341,585.31</b>	
EDC Site	Account Coding	Amount
West EDC	001-569-5002-552701-0000-000-0000-00208	\$29,597.44
Central EDC	001-569-5002-552701-0000-000-0000-00209	\$33,763.69
<b>Total</b>	<b>\$63,361.13</b>	

**c) Source of funding for difference, if not fully budgeted: Not Applicable**

**d) 1-year projection of the operational cost of the project:** In regard to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net deficit of \$346,078.75. This is due to two factors. First, the City will continue to offer free breakfast for all students in FY 24-25. Secondly, meal prices for students have not increased since FY 19-20. Both measures were taken to utilize the accumulated surplus of funds in the food service fund balance that has exceeded the maximum allowed by NSLP governance. Therefore, the net deficit will be covered by surplus funds carried over from prior school years. The total expenditure below, of \$3,341,585, is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract. In regard to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$7,970.87 is used to offset other operating expenses, such as snacks for students/campers.

**School FY 2024-25**

	Charter Schools	EDC's	Total
Revenues	\$2,995,506.56	\$71,332.00	\$3,066,838.56
Expenditures	(\$3,341,585.31)	(\$63,361.13)	(\$3,404,946.44)
Net Cost/Revenue	(\$346,078.75)	\$7,970.87	(\$338,107.88)

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

**e) Detail of additional staff requirements: Not Applicable****FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable**

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(C) Safeguard Services, Inc. - Janitorial Services - Various Public Service Buildings - Renewal**

1. On June 13, 2018, the City entered into an Agreement with Safeguard Services, Inc. for the provision of janitorial services for various Public Services Buildings, for an initial three (3) year period, which expired on May 31, 2021 for a total annual amount not to exceed \$117,684.00.
2. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On March 14, 2019, the Parties executed the First Amendment to the Original Agreement to update the Scope of Work, removing the Support Staff Office and adding additional services at the Wastewater Treatment Plant for a total annual amount not to exceed \$106,980.00.
4. On February 3, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to include additional sanitation services on as needed basis for a total annual amount not to exceed \$138,996, which includes an annual contingency amount equal to \$32,016.00, and to revise and to renew the term for an additional three (3) year period, which expires on May 31, 2024.
5. On August 17, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise the scope of services and to update the compensation values for a total annual amount not to exceed \$138,996, which includes an annual contingency amount equal to \$21,376.00.
6. The Public Services Department is requesting to amend the scope of work to have a total annual amount not to exceed \$135,996.80, which includes an annual contingency amount equal to \$17,000.00, by:
  - Reducing the contract by \$3,200 for the elimination of Electrostatic Spraying
  - Reducing the contingency by \$4,376 for a revised contingency of \$17,000
  - Increasing the contract by \$4,576.80 for a 4% increase to the remaining items
7. In addition, the Public Services Department is requesting that on June 1, 2025, and on June 1st for each year thereafter for the entire term of the agreement, the annual fee shall be automatically adjusted according to the annual Consumers Price Index - (CPI/U) Miami-Ft. Lauderdale, FL Area for the month of November or 4%, whichever is less but not less than zero.
8. The Public Services Department recommends that the City Commission approve this Fourth Amendment to modify the scope of services to exclude the electrostatic spraying, to increase the annual compensation by 4% for an annual amount not to exceed \$135,996.80, and to renew the term for an additional three (3) year period, which shall commence on June 1, 2024, and

**Agenda Request Form Continued (24-0311)**

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naturally expire on May 31, 2027, with automatic annual increases based on CPI and not to exceed 4%.

**FINANCIAL IMPACT DETAIL:**

**a) Annual Renewal Cost:** \$135,996.80

**b) Amount budgeted for this item in Account No:** Funds are available in the following account numbers:

Public Services Main Office -Health Park =\$20,725.57  
 Account # 471-536-6010-534950-0000-000-0000- (Other Svc - Maintenance) \$10,362.79  
 Account # 001-519-6001-534950-0000-000-0000- (Other Svc - Maintenance) \$10,362.79

Trades Meeting Room - Health Park = \$8,627.49  
 Account # 001-519-6001-534950-0000-000-0000- (Other Svc - Maintenance) \$4,313.74  
 Account # 001-539-6004-534950-0000-000-0000- (Other Svc - Maintenance) \$4,313.74

Control Building - Water Plant = \$4,279.68  
 Account # 471-533-6031-534950-0000-000-0000- (Other Svc - Maintenance) \$4,279.68

Wastewater Main Office - Wastewater Plant = \$7,893.71  
 Account # 471-535-6022-534950-0000-000-0000- (Other Svc - Maintenance) \$7,893.71

Maintenance shop WTP Second Office (13975 Pembroke Road) = \$3,805.82  
 Account # 471-533-6031-534950-0000-000-0000- (Other Svc - Maintenance) \$3,805.82

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 4 Year projection of the operational cost of the project:**

	Current FY24		Year 2 FY25	Year 3 FY26	Year 4 FY27
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	
Expenditures	\$45,332.27		\$137,810.09	\$143,322.49	\$98,062.76
Net Cost	\$45,332.27		\$137,810.09	\$143,322.49	\$98,062.76

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Estimated annual savings of \$145,218. See attached for further details.

**Agenda Request Form Continued (24-0311)**

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City of Pembroke Pines

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND  
COMPASS GROUP USA, INC.**

**THIS IS AN AGREEMENT (“Agreement”)**, dated June 26, 2023,  
is entered into by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with  
a business address of **601 City Center Way, Pembroke Pines, Florida 33025**  
(hereinafter referred to as the "CITY")

and

**COMPASS GROUP USA, INC.**, a For Profit Corporation as listed with the  
Delaware Division of Corporations, authorized to do business in the State of  
Florida, and with a business address of **2400 Yorkmont Road, Tax Department,  
Charlotte, NC 28217** (hereinafter referred to as the “CONTRACTOR”). CITY and  
CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter  
set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to  
generally express the objectives and intentions of the respective parties herein, the following  
statements, representations, and explanations shall be accepted as predicates for the undertakings and  
commitments included within the provisions which follow, and may be relied upon by the parties as  
essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 27, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a  
firm to provide **Food Management Services for the CITY's Charter Schools and Early  
Development Centers (EDCs)** as more particularly described in **Exhibit "A"** attached hereto and  
by this reference made a part hereof, for the said bid entitled:

**Request for Proposals (RFP) # ED-23-01**  
**“Food Service Management Company (FSMC) – Charter Schools (NSLP) & EDC Programs”**

1.2 On **May 23, 2023**, the bids were opened at the offices of the City Clerk.



1.3 On June 21, 2023, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **Food Management Services for the CITY's Charter Schools and Early Development Centers (EDCs)** ("Property") as more particularly described in and in accordance with the CITY's "**RFP # ED-23-01**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 The CITY shall be responsible for contracting with any commercial facility for the processing or repackaging of United States Department of Agriculture (USDA) foods. The CONTRACTOR shall pay all related processing fees and costs. The CITY shall not be responsible for any costs associated with processing USDA foods. Although CONTRACTOR may procure processed end products on behalf of CITY, the CONTRACTOR itself shall not enter into any processing agreements with a processor, nor shall the CONTRACTOR enter into any subcontracts for further processing of USDA foods. If the CONTRACTOR procures processed end products on behalf of the CITY, the CONTRACTOR will comply with the provisions of the CITY processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250. The CONTRACTOR is required to procure end products from a processor using inventories of USDA donated commodities.

2.3 CONTRACTOR shall comply with the Procurement of Recovered Materials requirements as provided in 2 C.F.R. 200.322 and shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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 ten thousand dollars and 00/100 cents (\$10,000.00) or the value of the quantity acquired during the preceding's fiscal year exceeding ten thousand dollars and 00/100 cents (\$10,000.00); 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.



2.4 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.5 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.6 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work including the National School Lunch, School Breakfast, and or Summer Food Service Programs for the CITY'S Charter Schools System meal service along with the meal service for the CITY'S EDCs, as more specifically described in **Exhibit "A"**.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.10 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

### **ARTICLE 3**

### **TERM AND TERMINATION**



3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **one (1) year** period which shall commence on **July 1, 2023**, and naturally expire on **June 30, 2024**.

3.2 This Agreement may be renewed for **four (4) additional one (1) year** terms upon mutual consent of the Parties, evidenced by written amendments to this Agreement extending the term thereof. The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the Food Service Management Company (FSMC) shall document to the School Food Authority (SFA), through a written financial analysis, the need for such increases. Renegotiation of any increase in the fixed rates and fees in subsequent years of the contract must not exceed the increase in the **Consumer Price Index for Urban Consumers (“CPI”)—Food Away From Home** from the then current rate to the **annualized rate for the most recent month of December**. Individual per meal fixed rate and applicable fixed fee increases cannot exceed the increase in the CPI as stated above. Percentage increases cannot be applied to any previous year’s total estimated or actual contract cost.

The term “Consumer Price Index” is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the then current price from the CPI for the most recent month of December as reported on the United States Department of Labor, Bureau of Statistics’ website, available at <https://www.bls.gov/cpi/news.htm>.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**



4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 **Charter School fixed meal prices for reimbursable meals and meal equivalents.** CONTRACTOR shall be paid a Fixed Meal Price (FMP) for each reimbursable meal and meal equivalent provided by the CONTRACTOR. CONTRACTOR shall charge the CITY an FMP of three dollars and 95/100 cents (\$3.95) per meal or meal equivalent served. A meal or meal equivalent shall be calculated as follows:

4.2.1 A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served.

4.2.2 A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served.

4.2.3 A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent.

4.2.4 A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by the per meal equivalency. The per meal equivalency is based on the federal reimbursement rate for meals served "free" plus the entitlement value of USDA foods, which is adjusted annually by the USDA. The per meal equivalency for the 2023-2024 school fiscal year is **\$4.625**, and shall be adjusted annually.

4.3 **Early Development Centers (EDCs) meal prices.** CONTRACTOR shall be paid an FMP for each meal provided by the CONTRACTOR. CONTRACTOR shall charge the CITY an FMP of three dollars and 16/100 cents (\$3.16) per EDCs regular lunch, and an FMP of three dollars and 47/100 cents (\$3.47) per EDCs camp lunch.

4.4 The FSMC must subtract from the SFA monthly bill/invoice the value of all USDA foods received. Credit issued by the FSMC to the SFA for USDA-commodity receipts shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled.

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

4.6 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.7 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY.

Payment will be made to CONTRACTOR at:



**Compass Group USA, Inc.  
2400 Yorkmont Road, Tax Department  
Charlotte, NC 28217**

4.8 If, upon termination of this Agreement, there remains USDA donated commodities that have not been used but have been credited to the CITY, then CITY shall cause the subsequent FSMC to pay the CONTRACTOR the credited value of such commodities. If this is not possible the CITY shall pay CONTRACTOR for the credited value of the commodities received; or, upon approval of the Florida Department of Agriculture and Consumer Services, Division of Food Distribution, CONTRACTOR may transfer the commodities to an alternative, approved National School Lunch Program client within the state.

#### **ARTICLE 5 CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

#### **ARTICLE 6 INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.



6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 7** **INSURANCE**

7.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company. The CITY in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency. Copies of the CONTRACTOR's policies shall be provided to the CITY upon request.



7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage shall include food contamination and food borne illness. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$1,000,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may



apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

7.6.6 Environmental/Pollution Liability shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3)



years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

Yes No

- ✓  7.6.7 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

Yes No

- ✓  7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ✓  7.6.9 Commercial Property Insurance written on a Covered Cause of Loss-Special Form covering CITY property to be used and maintained by CONTRACTOR as part of this Agreement. The City shall be named as loss payee as respects CITY property. CONTRACTOR shall also maintain coverage for Food Spoilage and Contamination.

Yes No

- ✓  7.6.10 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

## 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.



7.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.8 The CONTRACTOR shall advise CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

7.9 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 8**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**



This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **ARTICLE 10** **AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **ARTICLE 11** **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.



**ARTICLE 12**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 13**  
**SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 14**  
**DEFAULT OF CONTRACT & REMEDIES**

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.4.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.



14.4.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.4.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.5.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.5.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.5.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 15** **BANKRUPTCY**



It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

**ARTICLE 16**  
**MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

**ARTICLE 17**  
**DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

**ARTICLE 18**  
**PUBLIC RECORDS**

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and



18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19**  
**SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or



19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20**  
**EQUAL BENEFITS FOR EMPLOYEES**

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY’s Code of Ordinances and certifies that CONTRACTOR will comply with the requirements of Section 35.39 of the CITY’s Code of Ordinances at the time of contract award.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees’ spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR’s records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**ARTICLE 21**  
**EMPLOYMENT ELIGIBILITY**



21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the



Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 22**

### **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

22.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.



22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and



subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR 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). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part



of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**22.4.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

**22.4.3 Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (22.4.2) of this section.

**22.4.4 Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**22.5.1 Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental



Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**22.5.2 Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

**22.6 Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. 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 shall 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 recipient.

**22.8 Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR 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.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.



### 22.16.1 **Prohibitions.**

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 22.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 22.16.2 **Exceptions.**

22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as



critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 22.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



22.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

### **ARTICLE 23** **MISCELLANEOUS**

23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective



unless contained in a written document executed with the same formality and of equal dignity herewith.

**23.5 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**23.6 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR **Amy Shaffer, CEO**  
**Javier Diaz, Area Director**  
**Compass Group USA, Inc.**  
**2400 Yorkmont Road, Tax Department,**  
**Charlotte, NC 28217**  
E-mail: **Javier Diaz – javier.diaz@compass-usa.com**  
**Amy Shaffer – amy.shaffer@compass-usa.com**  
Telephone No: **(954) 734-0934**  
**(704) 328-4000**

**23.7 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the



party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall prevail, followed by **Exhibit "A"**, and then **Exhibit "B"**.

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.



23.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

23.17 **Compliance with Jessica Lunsford Act.** CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*Samuel S. Gomez*, 6/8/23

Print Name: Samuel S. Gomez  
OFFICE OF THE CITY ATTORNEY

BY:

*Frank C. Ortis*

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

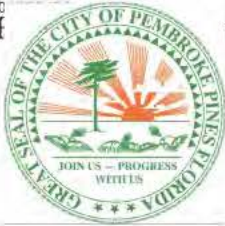
DS

*Martene D. Graham*

June 26, 2023

858EEEC  
MAI

AM, CITY CLERK



DocuSigned by:

*Charles F. Dodge*

47B966ECFDAD4AC...

June 26, 2023

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

COMPASS GROUP USA, INC.

Signed By:

*Amy Shaffer*

6/9/2023

Printed Name: Amy Shaffer

Title: CEO, Chartwells K12

## Exhibit "A"



# Food Service Management Company (FSMC) – Charter School (NSLP) & EDC Programs

## Request for Proposals # ED-23-01

<b>General Information</b>		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	This contract shall be for an initial one-year period commencing on July 1, 2023, or upon written acceptance of the Contract, whichever occurs last, through June 30, 2024 with options to renew yearly not to exceed four additional years.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Non-Mandatory Pre-Bid Meeting/Site Visit	May 9, 2023 at 9:00 a.m. at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. Site visits to the Central Kitchen and School Sites will follow the meeting.	See Section 1.8
Question Due Date	May 14, 2023	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 23, 2023	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	National School Lunch and Breakfast Program	Not Applicable

THE CITY OF PEMBROKE PINES  
**PROCUREMENT DEPARTMENT**  
**8300 SOUTH PALM DRIVE**  
**PEMBROKE PINES, FLORIDA 33025**  
**(954) 518-9020**



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ATTACHMENTS

- Attachment A: Non-Collusive Affidavit
- Attachment B: Specimen Contract - **Contractual Services Agreement (Federal)**
- Exhibit A: Pembroke Pines Charter School Site Information List
- Exhibit B: Sample 21 Day Cycle Breakfast and Lunch Menus for K-12
- Exhibit C: Menu Planning & Meal Pattern Chart for NSLP & SBP
- Exhibit D: Equipment List for Charter Schools and the Central Kitchen
- Exhibit E: Pembroke Pines EDC Site Information List
- Exhibit F: CACFP Child Meal Pattern Guidelines for Early Development Centers
- Exhibit G: Equipment List for Early Development Centers
- Exhibit H: Current Vehicles Listing
- Exhibit I: Designation of Program Expense
- Exhibit J: Estimated Annual Meal Equivalents for Charter Schools
- Exhibit K: Estimated Annual EDC Meals
- Exhibit L: FSMC Monitoring Tool Form
- Exhibit M: USDA Form AD-1048 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit N: 2022-23 Broward County School Calendar
- Exhibit O: 2023-24 Broward County School Calendar Synopsis
- Exhibit P: NSLP and SBP Meal Pattern Pocket Guide (Revised 10-2022)
- Exhibit Q: USDA’s Exhibit A: Grain Requirements for Child Nutrition Programs



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

**RFP # ED-23-01  
Food Service Management Company (FSMC) – Charter School (NSLP)  
& EDC Programs**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Messages” section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the “Messages” section, vendors will find the “Opportunity Q&A” tab in which they can ask their specific question(s). Responses to the questions will be provided online at [https://ppines.bonfirehub.com](https://ppines.bonfirehub.com/). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, May 23, 2023.** Proposals must be submitted electronically at <https://ppines.bonfirehub.com/>. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.1.1 VIRTUAL BID OPENING**

Meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

## **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers in accordance with the terms, conditions, and specifications contained in this solicitation. The Charter Schools and Early Development Centers should be considered two separate programs as they follow different guidelines and have different funding requirements.

The Sponsor is equipped as on-site holding/warming facility only and does not intend to change this approach to delivery of food service for students and faculty.

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



SFA has a central kitchen located at 8400 West Cypress Drive, Pembroke Pines, FL 33025 and delivers meals to satellite sites (all Early Development Centers and all Charter Schools, except for the Academic Village Campus). SFA also has a full kitchen at the Academic Village Campus.

- A) Charter Schools** – The contractor must provide National School Lunch Program (NSLP), School Breakfast Program (SBP), and/or Summer Food Service Programs (SFSP), Afterschool Snack Program (ASP), Seamless Summer Option (SSO) guaranteed fixed prices meal services for the City of Pembroke Pines Charter Schools listed below. The SFA does not currently utilize the SFSP, ASP or SSP programs, however may do so at a later date. Additional information regarding these programs can be found online at: <https://www.fdacs.gov/Food-Nutrition/Nutrition-Programs/National-School-Lunch-Program/Menu-Planning-and-Meal-Service/Meal-Patterns>. Please note the Charter Schools follow the School Board of Broward County’s School Calendar, and have a break during spring, summer, and winter.

Campus	Pembroke Pines Charter School Name	Grade Level	Address
1. East Campus:	East Elementary School	K-5	10801 Pembroke Road, Pembroke Pines, FL 33025
2. Central Campus:	Central Elementary School	K-5	12350 Sheridan Street, Pembroke Pines, FL 33026
	Central Middle School	6-8	
3. West Campus:	West Elementary School	K-5	1680 SW 184th Avenue, Pembroke Pines, FL 33029
	West Middle School	6-8	18500 Pembroke Road, Pembroke Pines, FL 33029
4. FSU Campus:	FSU Elementary School	K-5	601 SW 172 Avenue, Pembroke Pines, FL 33029
5. Academic Village:	Academic Village Middle-High School	6-12	17189 Sheridan Street, Pembroke Pines, FL 33331

- B) Early Development Centers (EDC)** –The contractor will provide lunch services utilizing the Child and Adult Care Food Program (CACFP) Child Meal Pattern Guidelines for the “Ages 3-5” category for all pre-school students in the Early Development Centers (EDCs). In addition, the contractor will provide lunch services utilizing the Child and Adult Care Food Program (CACFP) Child Meal Pattern Guidelines for the “Ages 6-12” category for all spring, summer and winter camp participants at the Early Development Centers (EDCs). The EDCs do not currently participate in the CACFP, however they are utilizing their Meal Pattern Guidelines. Please note that the Early Development Centers, listed below, run year round as they also run spring, summer and winter camps.

Campus	Early Development Center School Name	Grade Level	Address
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1. Central Campus:	Central Campus – Early Development Center	PK	12200 Sheridan Street, Pembroke Pines, FL 33026
2. West Campus:	West Campus – Early Development Center	PK	1600 SW 184th Avenue, Pembroke Pines, FL 33029

### **1.3 SCOPE OF WORK**

#### **1.3.1 GENERAL INFORMATION**

- 1.3.1.1** The food service provided shall be operated and maintained as a benefit to the SFA’s students, faculty, and staff.
- 1.3.1.2** The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.
- 1.3.1.3** The food service management company (FSMC) shall have the exclusive right to manage the Child Nutrition Programs (to include NSLP, SFSP, ASP and Special Milk) at the sites specified on **Exhibit A**.
- 1.3.1.4** The FSMC will provide food services to each site as specified in **Exhibit A**.
- 1.3.1.5** The SFA may add or remove sites and/or meal periods for existing programs to **Exhibit A** at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 1.3.1.6** The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 1.3.1.7** The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 1.3.1.8** The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services (FDACS) and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.

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

**1.3.2 SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

- 1.3.2.1** The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 1.3.2.2** The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 1.3.2.3** The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.
- 1.3.2.4** The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.
- 1.3.2.5** The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 1.3.2.6** The SFA shall retain signatory authority on the FDACS *Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 1.3.2.7** The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement*. At a minimum, these controls include:
- An on-site review of the meal counting and claiming system employed by each school,
  - Reviews of meal count data for each site, and
  - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 1.3.2.8** The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and



for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

- 1.3.2.9** The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 1.3.2.10** The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
- 1.3.2.11** The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
- 1.3.2.12** The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 1.3.2.13** The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 1.3.2.14** The SFA shall be responsible for resolution of program reviews and audit findings.

### **1.3.3 ADDITIONAL SPONSOR DUTIES & RESPONSIBILITIES**

- 1.3.3.1** SFA retains signature authority of Child Nutrition Program Agreement, free and reduced-price policy statement, and all claims input the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification process, benefits issuance list, submission of claims for reimbursement, and verification requirements.
- 1.3.3.2** The Sponsor reserves the right to accept and/or reject all proposals, to waive all informalities in proposal procedures, and to make all decisions in the best interest of the Sponsor.
- 1.3.3.3** Final acceptance of any contract as result of response to this RFP shall be subject to approval by the Florida Department of Agriculture and Consumer Services & the City Commission of the City of Pembroke Pines.
- 1.3.3.4** The collection of daily cash sales shall be in accord with the cash collection procedures of the Sponsor as described in the free-reduced meal policy.
- 1.3.3.5** The deposit of daily cash collections in a bank account of the Sponsor.



- 1.3.3.6** The daily counting of meal service by category in accord with the Free/Reduced Meal Policy approved by the Florida Department of Agriculture and Consumer Services.
- 1.3.3.7** The contractor agrees to make all changes to counting mechanism, required by a change in student eligibility status a minimum of one day from the receipt of notice of change from the SFA designated determining official.
- 1.3.3.8** The maintenance of the daily meal counts report.
- 1.3.3.9** The Contractor shall not use Sponsor facilities for preparation of food to be served at any function other than a Sponsor approved program.
- 1.3.3.10** The SFA may request the contractor to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage after the SFA's regularly scheduled lunch periods.
- 1.3.3.11** The contractor shall have available on the Sponsor premises all supporting documentation for monthly summary reports submitted to the SFA. In the event of termination of the contractual agreement prior to the expiration of the record retention period specified in this RFP, copies of the supporting documentation shall be provided to the SFA.
- 1.3.3.12** The contractor shall have exclusive right to provide food services (National School Lunch, School Breakfast, and Food Distribution Programs): for the Sponsor.
- 1.3.3.13** The preparation of the annual Free/Reduced Meal Policy shall be the responsibility of the Sponsor.
- 1.3.3.14** The preparation of the annual application for federal/state funds and the agreement for operation of the National School Lunch, Breakfast, and Food Distribution Program, shall be the responsibility of the SFA.
- 1.3.3.15** The Approval of Free/Reduced Meal Applications shall be the responsibility of the Sponsor.
- 1.3.3.16** The City reserves the right to reject any or all proposals/items proposed and/or to award to multiple proposers.
- 1.3.3.17** The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request other information necessary to evaluate any or all proposals.



- 1.3.3.18** The City reserves the right before awarding a contract, to require proposer(s) to submit evidence of qualifications or any other information that may be deemed necessary.
- 1.3.3.19** The City reserves the right to further negotiate any proposal, including price, with the best rated proposer meeting the requirements set forth in the proposal.
- 1.3.3.20** The contractor is an independent contractor and its employees are not to be considered employees of the City. The contractor shall have no right, power or authorization to either create an obligation on behalf of the City or represent itself as an agent of the City.
- 1.3.3.21** The SFA shall furnish at its expense, light, power, hot and cold water, telephone service and other utilities as are necessary for the operation of the food services to be furnished.
- 1.3.3.22** The SFA retains the right to rent or donate food service facilities during non-school hours or weekends, providing that such activity does not interfere with the normal food service operation.

#### **1.3.4 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES**

- 1.3.4.1** The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.
- 1.3.4.2** The FSMC shall serve, on such days and at such times as requested by the SFA:
- Breakfasts, priced as a unit, which meet USDA requirements
  - Lunches, priced as a unit, which meet USDA requirements
  - After-school snacks, priced as a unit, pursuant to the After-School Care Program
  - Summer meals, priced as a unit, which meet USDA requirements
  - Milk, served to all children pursuant to the Special Milk Program
  - Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
  - Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 1.3.4.3** The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.



- 1.3.4.4** The FSMC shall implement the collection procedures as specified by the SFA and approved by the Florida Department of Agriculture and Consumer Services.
- 1.3.4.5** The FSMC shall implement the *Offer versus Serve* provision at the Charter Schools food service sites specified by the SFA on **Exhibit A**.
- 1.3.4.6** The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on **Exhibit B** for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. The meals must meet the Healthy Hunger-Free Kids Act of 2010 as designated herein by the SFA for each Term of the Contract, as applicable. The meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of school children and as listed in **Exhibit C**.
- 1.3.4.7** The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in **Exhibit B** are, in most cases based on the required minimum serving sizes stated in **Exhibit C**. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in **Exhibit C**, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this Request for Proposal and Contract.
- 1.3.4.8** The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.
- 1.3.4.9** The FSMC shall participate in the parent, teacher, and student advisory board.
- 1.3.4.10** The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.
- 1.3.4.11** The FSMC shall use SFA facilities for preparation of food to be served to the specified locations.
- 1.3.4.12** The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time; or in any place on school premises or at any school-sponsored event, pursuant to [7 CFR 210.21].
- 1.3.4.13** The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case



basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by Food and Nutrition Service (FNS). Such statement must be signed by a licensed physician.

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

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

**1.3.4.15** The FSMC will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.

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

### **1.3.5 USDA FOODS**

**1.3.5.1** Any USDA foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.

**1.3.5.2** The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.

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



- 1.3.5.4** The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service operation. Commercially purchased foods shall not be substituted for these foods.
- 1.3.5.5** The FSMC shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.
- 1.3.5.6** The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have actually been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term.
- 1.3.5.7** The FSMC will clearly identify USDA food credits on the SFA's monthly bill/invoice, and record these credits on a separate line item entry. Each month, the FSMC will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- 1.3.5.8** The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status. If not listed, the current market value of USDA foods will be based on the prices issued by the Florida Department of Agriculture and Consumer Services.
- 1.3.5.9** The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph § 210.9(b)(2).
- 1.3.5.10** At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.
- 1.3.5.11** The SFA shall verify receipt of USDA Food shipments through its electronic records or by contacting the Florida Department of Agriculture and Consumer Services or the processor as applicable.
- 1.3.5.12** The FSMC must keep separated inventories (both physical and accounting) of USDA foods and regular purchased food.



- 1.3.5.13** The SFA and FSMC must maintain records of receipt of foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS and the USDA for a period of five (5) years plus the current year.
- 1.3.5.14** FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA- ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.
- 1.3.5.15** The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.
- 1.3.5.16** SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- 1.3.5.17** The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA foods in the form furnished by the USDA.
- 1.3.5.18** The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself shall not enter into any processing agreements with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.
- 1.3.5.19** The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).



- 1.3.5.20** The SFA, Florida Department of Agriculture and Consumer Services, Auditor General, and U.S. Department of Agriculture, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.
- 1.3.5.21** The FSMC shall return all unused USDA- ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 1.3.5.22** At the discretion of the SFA, the FSMC may be required to return other unused USDA foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 1.3.5.23** The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.
- 1.3.5.24** USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.

### **1.3.6 PURCHASES/BUY AMERICAN**

- 1.3.6.1** The FSMC shall retain title to all purchased food and nonfood items.
- 1.3.6.2** The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- 1.3.6.3** The FSMC shall inform the SFA if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.
- 1.3.6.4** The FSMC shall not substitute commercially-purchased foods for USDA-ground beef, ground pork, and processed end products received.
- 1.3.6.5** The FSMC may substitute commercially-purchased foods for all other USDA-Food received. All commercially-purchased food substitutes must be of the



same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

- 1.3.6.6** The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 1.3.6.7** The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.
- 1.3.6.8** The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.
- 1.3.6.9** The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.
- 1.3.6.10** The FSMC shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly high than non-domestic food.
- 1.3.6.11** The FSMC shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

### **1.3.7 USE OF FACILITIES AND EQUIPMENT**

- 1.3.7.1** The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.
- 1.3.7.2** The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 1.3.7.3** The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.
- 1.3.7.4** The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen



utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.

- 1.3.7.5** The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMC's responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 1.3.7.6** The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- 1.3.7.7** The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- 1.3.7.8** The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.
- 1.3.7.9** The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 1.3.7.10** The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.
- 1.3.7.11** The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
- 1.3.7.12** The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC or its employees and located on SFA premises.
- 1.3.7.13** The SFA shall provide sanitary toilet facilities for the FSMC employees.
- 1.3.7.14** The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.



- 1.3.7.15** The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted.
- 1.3.7.16** The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.
- 1.3.7.17** The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.
- 1.3.7.18** The SFA shall provide transportation vehicles to be used by the FSMC, sample shown in **Exhibit H**.

### **1.3.8 SANITATION**

- 1.3.8.1** The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
- 1.3.8.2** The SFA shall remove all garbage and trash from the designated areas.
- 1.3.8.3** The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
- 1.3.8.4** The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 1.3.8.5** The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 1.3.8.6** The SFA shall provide extermination services as needed.
- 1.3.8.7** The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

### **1.3.9 EMPLOYEES**

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



- 1.3.9.2** The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 1.3.9.3** The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.
- 1.3.9.4** The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 1.3.9.5** The awarded FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 1.3.9.6** The FSMC shall ensure, at its own expense, required fingerprint-based criminal history records checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32; Florida Statutes.
- 1.3.9.7** The FSMC shall have sufficient staffing to successfully complete the scope of work. The FSMC shall include in their submission their proposed schedule of employees, positions, assigned locations, hours of work, wages and benefits. The FSMC shall provide the SFA with written notice of any decreases or increases in employee positions, hours, wages, and benefits, within 30 days of occurrence.
- 1.3.9.8** Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.
- 1.3.9.9** In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 1.3.9.10** All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 1.3.9.11** The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- 1.3.9.12** The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.



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

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

**1.3.9.14** The FSMC shall conduct periodic training on various food service operation related topics for all food service employees.

### **1.3.10 FEES**

**1.3.10.1** All proposals must be calculated based on the menu(s) in **Exhibit B** for Charter Schools and **Exhibit F** for EDCs. All proposals shall be submitted **through the bid table found on the Bonfire website.** The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

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

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

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



- A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by the per meal equivalency. The per meal equivalency is based on the Federal reimbursement rate for meals served “free” plus the entitlement value of USDA Foods, which is adjusted annually by the USDA. The per meal equivalency for the 2023-2024 School Fiscal Year is **\$4.625**, and shall be adjusted annually.
- 1.3.10.4** The FSMC shall invoice the SFA at the end of each accounting period as determined by the SFA. Invoiced amounts shall be paid within **forty-one (41) days** after receipt of the invoice. Reconciliation shall be made for any overpayment or under-payment on the invoice for the next accounting period. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within **forty-one (41) days**. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.
- 1.3.10.5** The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the contract.
- 1.3.10.6** The FSMC must subtract from the SFA’s monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 1.3.10.7** The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 1.3.10.8** The fixed meal rate for meals must be calculated as if no USDA Foods were available.

### **1.3.11 REVENUE**

- 1.3.11.1** The SFA shall receive all revenue from the food service operation.
- 1.3.11.2** The food service revenue shall be used only for the SFA’s nonprofit food service.
- 1.3.11.3** The food service revenue shall flow through the SFA’s chart of accounts.



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

**1.3.11.5** If reimbursement is denied as a direct result of the failure, including but not limited to lack of meal components, safety, or claiming/counting errors, of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied. In the event the reimbursement is denied after the termination of the contract, the contractor shall refund the amount of the denied reimbursement to the Sponsor.

### **1.3.12 LICENSES, CERTIFICATIONS, AND TAXES**

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

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

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

### **1.3.13 RECORD KEEPING**

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

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

- The receipt, use, storage, and inventory of USDA Foods;
- Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
- Documentation of credits issued to the SFA for USDA Foods received; and
- Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.

**1.3.13.3** The FSMC shall retain all records, including but not limited to all books, records and other documents, relating to the initial contract and all subsequent



renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state or local laws and regulations that govern the SFA regarding recordkeeping and records retention. The SFA, its authorized agents and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

- 1.3.13.4** All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the Florida Department of Agriculture and Consumer Services, the United States Department of Agriculture, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 1.3.13.5** The FSMC accepts liability for any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings.

#### **1.3.14 TERMS AND TERMINATION**

- 1.3.14.1** This Contract is effective for a one-year period commencing **July 1, 2023** or upon written acceptance of the Contract, whichever occurs last, through **June 30, 2024** (the “Term”), with options to renew yearly not to exceed four additional years (each a renewal “Term”).
- 1.3.14.2** Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 1.3.14.3** Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 1.3.14.4** Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.



- 1.3.14.5** Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.
- 1.3.14.6** Notwithstanding the notice period in paragraph **1.3.14.3**, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 1.3.14.7** If the FSMC fails to perform, to the SFA's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.
- 1.3.14.8** Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within 30 days of the FSMC's interruption of services due to an Act of God.
- 1.3.14.9** The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the ***Consumer Price Index for Urban Consumers—Food Away From Home annualized rate for December*** of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the CPI Index* as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of



a la carte conversion (per meal equivalency) is outlined in the *Fees* section of this document, which is adjusted annually.

### **1.3.15 GENERAL CONTRACT TERMS**

- 1.3.15.1** No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA. The FSMC shall not subcontract for the total meal with or without milk, or for the assembly of the meal.
- 1.3.15.2** This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 1.3.15.3** Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 1.3.15.4** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 1.3.15.5** No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 1.3.15.6** Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 1.3.15.7** It is further agreed between the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 1.3.15.8** The Minority-Owned Business Enterprise: Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:
- Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;



- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

**1.3.15.9** The FSMC hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- 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);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- 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 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).

**1.3.15.10** If this Contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532.);
- Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200).

**1.3.15.11** The FSMC will comply with:

- Energy Policy and Conservation Act (42 U.S.C. section 6201 et seq.);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); and
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)

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

**1.3.15.13** The Florida Department of Agriculture and Consumer Services and the United States Department of Agriculture are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC. The SFA and the FSMC have full responsibility for ensuring the terms of the Contract are fulfilled.

**1.3.15.14** To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees



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

**1.3.15.15** At the time of contract signing, an itemized inventory of all items furnished by the SFA, including miscellaneous kitchen items will be made a part of the contract. The inventory shall be certified correct by an authorized representative of both parties. The SFA shall be reimbursed for the value of the donated and purchased inventory.

**1.3.15.16** The contractor shall not assign or subcontract in whole or part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the Sponsor. Any attempted assignment without said consent shall be void and of no effect.

**1.3.15.17** Fiscal Funding: If the effective dates of any contract which should be signed as a result of this request for proposal extend beyond the current state or federal fiscal year the contract will be conditional upon the receipt of federal and/or state funds. In the event of a change in the funding from state/federal sources, the Sponsor reserves the right to cancel the contract in total or modify the terms and conditions as necessary.

**1.3.15.18** Contractor shall comply with applicable federal, state and local laws and regulation pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicants(s) for employment because of age, race, religious creed, sex, national origin, or handicap.

**1.3.15.19** The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15),



which prohibit the use under non-exempt federal contracts, grants, or loans facilities included on the EPA list of violating facilities.

- 1.3.15.20** By entering a response to this RFP, the contractor certifies that this proposal is made with out prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion of fraud. The contractor certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- 1.3.15.21** Prohibition against conflicts or interest, gratuities and kickbacks: Any employee or any official of the Sponsor, 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 (scholarships, gifts/gift cards, event tickets, grants, catering accounts, etc.), in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Sponsor would be found guilty of a felony and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.
- 1.3.15.22** The contractor shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued there under.
- 1.3.15.23** The contractor shall comply with the provisions of the Consumer Product Safety Act.
- 1.3.15.24** No oral interpretations of the proposal requirements shall be binding on the SFA. All changes in the proposal requirements shall be in writing and shall be issued in the form of an addendum to the RFP prior to the proposal opening.
- 1.3.15.25** Adherence to the Jessica Lunsford Act of 2005 is required for all FSMC staff employed on campus including but not limited, vendors delivering food.
- 1.3.15.26** The contractor shall obtain and post all licenses, permits and other documents required by local/state or Federal law.
- 1.3.15.27** All insurance required under a contract as a result of response to this RFP shall provide for notice of cancellation direct to the SFA sixty (60) days before such cancellation occurs. The successful contractor shall provide the SFA copies of all applicable insurance policies prior to signing of the contract.

### **1.3.16 FOOD SPECIFICATIONS**



**1.3.16.1** All USDA Foods offered to the SFA and made available to the vendor 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:

**1.3.16.2** At least 80 percent of grains offered weekly (by ounce equivalents) must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on **USDA's Exhibit A: Grain Requirements for Child Nutrition Programs**. Ready-to-Eat (RTE) breakfast cereals must be whole grain rich (list a whole grain as the primary ingredient) and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided. The grain requirements may change from time to time, such as the inclusion of enriched grains, as a result the contractor shall comply with the rules outlined by the USDA and as updated from time to time on: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210>.

**1.3.16.3** All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.

- Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- For breaded and battered items, all meat/meat alternate items must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.



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

- 1.3.16.4** All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.
- 1.3.16.5** All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as a extra food or condiment. Any item labeled as “imitation” cheese or cheese “product” does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.
- 1.3.16.6** All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term “oz. eq. grains” on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms “bread” or “bread alternate” on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 1.3.16.7** All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors’ second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 1.3.16.8** All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors’ second-quality level. Fresh vegetables should have characteristic color and good flavor, be



well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- 1.3.16.9** All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced sodium, low-sodium or no added salt.
- 1.3.16.10** All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 1.3.16.11** All fruit juices must be 100 percent, full strength juice.
- 1.3.16.12** Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 1.3.16.13** 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.
- 1.3.16.14** If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 1.3.16.15** Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 1.3.16.16** When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- 1.3.16.17** Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.
- 1.3.16.18** Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.
- 1.3.16.19** USDA requires SFA's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.



### **1.3.17 MENU SYSTEM FOR REIMBURSABLE SCHOOL BREAKFAST**

- 1.3.17.1** Daily the contractor shall offer to the students the following:
- a. Fruits: 1 cup of fruit(s) must be offered daily.
  - b. A choice from at least 2 solid forms of fruit must be offered daily for student selection. Maybe from fresh, canned, dried, or frozen.
  - c. Dried fruits credit as a double portion ( $\frac{1}{4}$  cup credits for  $\frac{1}{2}$  cup volume measure).
  - d. Unless a whole fruit, such as a whole apple, portions should be a  $\frac{1}{2}$  cup equivalent based on the yield described in the USDA Food Buying Guide for Child Nutrition Programs or other standardized reference guide.
  - e. Canned fruits must not be packed in heavy syrup.
  - f. A choice from at least 2 juices must be offered in  $\frac{1}{2}$  cup volume or 4 fluid ounce portions.
  - g. All fruit juices must be 100% juice.
  - h. Additionally, to meet weekly juice limits, students may only select one (1) 4 fluid ounce juice per reimbursable as part of the 1 cup minimum daily fruit component offering. Additional juices may be purchased a la carte.
  - i. Additionally, vegetables may be substituted for fruits, , per the rules outlined by the USDA and as updated from time to time on: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210> or other program guidance."
  - j. An individually packed 8 fluid ounce/1 cup Milk component.
  - k. At least 2 milk varieties must be offered daily with one choice being unflavored. Other milk choices may be fat free or 1% low fat and be flavored or unflavored.
  - l. A choice from two or more cereals must be offered daily.
  - m. Whole grain cereals (e.g., oatmeal) and whole grain rich (e.g., corn grits) may be offered as a hot cereal choice during the school year as menu plans warrant.
  - n. A hot bread shall be offered daily,
  - o. Over the week of menu plans, at least 80% of grains must be whole grain or whole grain-rich and the remaining 20% must be enriched.
  - p. A (1) ounce equivalent serving of meat/meat alternate shall be offered daily as a menu option/substitution for the second grain/bread.
  - q. Meat/meat alternates may be served as part of the reimbursable meal and count towards the grains component only after the minimum grains component has been met for the day.
  - r. For the breakfast priced as a unit to be claimed for reimbursement the student will be allowed to choose 4-5 breakfast component items and decline 1-2 item under the Offer Versus Serve Provision:
    - Up to 2 –  $\frac{1}{2}$  cups of fruit from a single 1 cup portion (counts as 2 portions), two  $\frac{1}{2}$  cup portions of the same or two different fruits, or  $\frac{1}{2}$  cup fruit plus  $\frac{1}{2}$  cup 100% fruit juice choice. May serve



- equivalent portion of vegetable as a fruit substitute as regulations and menu plans allow.
- A fluid milk choice
  - Two servings of cereal, two servings of bread, or one serving of cereal/bread with one serving of meat/meat alternate.
- s. Students should be allowed/encouraged to take all breakfast items allowed if the student has not selected all five allowed items.
- t. A complete, reimbursable student breakfast is at least three (3) items with one being ½ cup equivalent of fruit or juice (or vegetable as planned/permitted).
- u. Printed signage must be posted at or near the beginning of the serving line that provides additional instructions to students on how to select a complete, reimbursable program meal from the offered meal items. Handwritten instructions, unless professional looking, is not permitted.
- v. The student may select additional servings of the food offered and pay the appropriately set a la carte price.

### **1.3.18 MENU SYSTEM FOR REIMBURSABLE SCHOOL LUNCH**

**1.3.18.1** Daily the contractor shall offer the students the following USDA Food Based School Meals: A choice of two cold pre-plated lunches which meet the USDA Federal meal pattern requirements.

**1.3.18.2** A hot lunch, which consists of:

- Daily: A choice of one (1) meat/meat alternate from a 1 oz. eq. for grades K-5 and 6-8 and a 2 oz. eq. for grades 9-12.
- Weekly: Provide 8 oz. eq. for grades K-5, 9 oz. eq. for grades 6-8 and 10 oz. eq. for grades 9-12.
- A choice of two (2) fruits must be offered daily.
- A choice of two (2) vegetables must be offered daily.
- Fruits and vegetable portions shall be in cup or volume measures with ½ cup equivalent minimum portions planned.
- Leafy greens served raw credit for one-half the volume measure (i.e., 1 cup = ½ cup).
- 100% fruit juices can be offered daily at ½ cup for grades 9-12 as one of the fruit components offered with meals and may not comprise more than half of the fruit a high school student's selected options at any meal.
- Vegetables: Weekly meet the minimum required five Vegetable Subgroup offerings for the appropriate grade group served.
- A choice grain (bread, rolls, buns, rice, pasta, etc.) must be offered daily in 1 oz. eq. for grades K-5 and 6-8 and 2 oz. eq. for grades 9-12. Weekly minimums must meet the following: 8 oz. eq. for grades K-5 and 6-8 and 10 oz. eq. for grades 9-12. Additionally, 80% of the weekly grains must be whole grain or whole grain-rich and the remaining enriched.



- A choice of milk as specified under the breakfast requirements. A variety of at least 2 milk options needs to be offered at each meal with at least one being unflavored.
- For the lunch priced as a unit to be claimed for reimbursement, the student will be allowed to choose 3-5 lunch component and decline 1-2 item under the Offer Versus Serve Provision:
  - Fruits: Daily offer and permit selection of one ½ cup of fruit for K-8. May offer ½ cup 100% fruit juice choices two days per week for K-8. Daily offer up to two ½ cup fruit portions from the same or two different fruits, or ½ cup fruit plus ½ cup 100% fruit juice choice for 9-12.
  - Vegetables: Daily Offer and serve, under OVS, up to two ½ cup portions from the same or two different vegetables for 1 cup total offering for grades K-5, 6-8 and 9-12.
  - Grains: Daily offer 1 oz eq. minimum for grades K-5 and 6-8 and 2 oz. eq. minimum for grades 9-12.
  - Meats/Meat Alternates: Daily 1 oz eq. minimum for grades K-5 and 6-8 and 2 oz. eq. minimum for grades 9-12.
  - A fluid milk choice
- A complete, reimbursable student lunch is at least three (3) components with one being ½ cup equivalent of fruit, juice, or vegetable.
- Printed signage must be posted at or near the beginning of the serving line that provides additional instructions to students on how to select a complete, reimbursable program meal from the offered meal components. Handwritten instructions, unless professional looking, is not permitted.

**1.3.18.3** The quantities of food served shall be in accord with the federal meal pattern requirements and the recommendations for the specific age groups as found in 7 CFR Part 210 and 220.

**1.3.18.4** The USDA Food Buying Guide shall be the basis for determining the adequacy of yield for all food items.

### **1.3.19 ADDITIONAL REQUIREMENTS**

**1.3.19.1** Should the Sponsor require food service for special functions such as Banquets, etc. a firm price per meal shall be negotiated and confirmed in writing.

**1.3.19.2** The SFA may request that the contractor(s) provide services for additional food service programs not currently in operation.

**1.3.19.3** Food service program to be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that Pembroke Pines will have no out of pocket costs.



- 1.3.19.4** This RFP will not be considered a “cost-plus-a-percentage-of-cost” or “cost-plus-a-percentage-of-income” type of structure.
- 1.3.19.5** Verbal Instructions Procedures: No negotiations, decisions or actions related to the RFP, proposal evaluation and award of contract shall be initiated or executed by the proposer as a result of any discussions with any City employee. Only those communications that are in writing from the City may be considered as a duly authorized expression on behalf of the City. Also, only communications that are signed and are in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.
- 1.3.19.6** Emergency Services: Food service, in the event of a City Manager declared emergency, will be required as necessary to provide up to 50,000 meals a day in contractor supplied portable kitchen for remote area as designated by City Manager. Contractor will be expected to open and utilize available existing facilities in addition to the 50,000 meals a day through portable kitchen. Contractor shall provide up to two trailers of ice per day on an as-needed basis and deliver commodities to staff as required. Costs for these services will be negotiated.
- 1.3.19.7** The new Food Service vendor must be able to use our office **Accountability and Point of Sale software Solana**. This software is provided by Horizon Software International, LLC. and training is available.

### **1.3.20 INVOICING AND PAYMENT**

- 1.3.20.1** The Vendor shall submit itemized invoices to the SFA monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.
- 1.3.20.2** The SFA shall pay the Vendor the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:
- a. According to the time frame as stated on the Vendor’s invoice; or
  - b. Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.
  - c. No later than forty-one days (41) calendar days of its receipt of the invoice from the Vendor.
- 1.3.20.3** The Vendor shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:



- a. For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the Vendor shall send the SFA a notice letter with a copy of the original invoice attached. The Vendor shall also provide a copy of the notice letter to the FDACS.
- b. When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
- c. The Vendor may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The Vendor's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

### **1.3.21 DESIGNATION OF PROGRAM EXPENSE**

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

Refer to Column II in **Exhibit I** to identify toe expenses covered by the SFA.

### **1.3.22 FLORIDA MINIMUM WAGE**

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

<b>Effective Date</b>	<b>Minimum Wage</b>	<b>Increase \$</b>	<b>Increase %</b>
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%



As a result, it is recommended for the proposers to utilize hourly wages that are at least \$15 per hour for the positions proposed under the contract resulting from this solicitation.

### **1.3.23 FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL**

As required in 7 CFR 210.16(a)(3), sponsors must monitor the food service operation through periodic on-site visits. At a minimum of twice a year, a sponsor official must conduct a monitoring visit of each school food service site. Complete a copy of the FSMC Monitoring Tool form for each site monitored and keep it with the FSMC records.

Refer to **Exhibit L** for the FSMC Monitoring Tool form.

## **1.4 EARLY DEVELOPMENT CENTERS AND CAMPS**

The contractor will provide lunch services utilizing the Child and Adult Care Food Program (CACFP) Child Meal Pattern Guidelines for the “Ages 3-5” category for all pre-school students in the Early Development Centers (EDCs).

In addition, the contractor will provide lunch services utilizing the Child and Adult Care Food Program (CACFP) Child Meal Pattern Guidelines for the “Ages 6-12” category for all spring, summer and winter camp participants at the Early Development Centers (EDCs). The EDCs do not currently participate in the CACFP, however they are utilizing their Meal Pattern Guidelines.

Please review the excerpt from the Child and Adult Care Food Program (CACFP) Child Meal Pattern Guidelines, attached here as **Exhibit F**.

## **1.5 PROPOSAL SUBMISSION**

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer’s submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes “Questionnaires” to request the following information from prospective proposers.

### **1.5.1 Project Cost/Per Meal Charge: Pricing Sheet / Bid Tables (25 points)**

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the Excel Sheet that is available for download on the Bonfire website under the “**Pricing Sheet / Bid Table**” section. Please



follow the instructions given in this package and on the Excel Sheet to complete and upload the information back onto the Bonfire website.

- a. All proposals must be calculated based on the menu(s) in **Exhibit B** for Charter Schools and **Exhibit F** for EDCs. The proposal price(s) must not include the use of commodities or any alternate pricing structure.
- b. FSMC shall be paid a fixed meal price for each reimbursable meal and meal equivalent provided by the FSMC under this Agreement. The fixed meal price must be carried out to the second decimal place and must not be rounded.
- c. The total cost includes direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, and other SFA costs.
- d. A meal or meal equivalent shall be calculated as follows:
  - i. A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served.
  - ii. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served.
  - iii. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent.
  - iv. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by the per meal equivalency. The per meal equivalency is based on the Federal reimbursement rate for meals served "free" plus the entitlement value of USDA Foods, which is adjusted annually by the USDA. The per meal equivalency for the 2023-2024 School Fiscal Year is **\$4.625**, and shall be adjusted annually.

2. **Responses:** This tab of the Bid Table includes a "**Vendor Notes**" column for any additional comments regarding the requested line item(s). A comment is required in the "**Vendor Notes**" column. If the vendor does not need to submit any comments, please enter N/A or similar.

- a. Below is a sample of the "**Responses**" tab of the Bid Table:

#	Description	Estimated Annual Qty. of Meal Equivalents*	Numeric	Text	Total Estimated Annual Cost
			Fixed Price per Meal Equivalent	Vendor Notes	
#0-1	Charter Schools	807,426.82			
#0-2	EDC - Regular Lunch	18,710.00			
#0-3	EDC - Camp Lunch	849.00			



3. **Proposal Summary Notes:** This document contains a proposal solicitation for the furnishing of management services for the operation of the food service programs.
- a. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract.
  - b. **MEAL RATES AND FEES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED.**
  - c. By submission of this proposal, the FSMC certifies that, in the event the FSMC receives an award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year renewal terms.

### **1.5.2 Questionnaires**

#### **Tab 1 - Experience and Ability (10 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of five (5) years of experience with NSLP? Please provide proof of such experience.
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
10. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
11. Provide summaries of key persons of corporate level and supervisory staff to be assigned to the project with emphasis on their experience with similar work.
12. Identify any subcontractors, if applicable.



13. Explain the ability and experience of the on-site staff with specific attention to project related experience.
14. Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
15. Provide the recent, current, and projected workload of the firm.
16. What is your reputation compared to your peers in the market?
17. What is your reputation like among customers and how have you developed it?
18. How does your service differ from similar competitors? How do you win and retain business?
19. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**Tab 2 - Previous Experience / References Form (10 points):**

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Please only include contracts that are currently being serviced in the State of Florida and are similar in district size and services provided.

In addition, **do not provide references for City of Pembroke Pines projects.**

1. **Previous Experience:**
  - a. How many clients have you provided Services for?
  - b. What similar or related projects have you worked on within the past three years?
  - c. What challenges did you face and how did you overcome them?
  - d. How many of your clients are repeat clients?
  - e. How much of your revenue is derived from managing projects similar to ours?
  - f. List all National School Lunch/Breakfast Programs managed by the contractor in the past five years along with the address, contact person, and phone number of each account.



- g. How many Administrative Reviews, by State Agencies, has your organization completed and what was the outcome?
2. **References Form:** Please provide references for your Services.
- a. References Contact Information**
- i. Name of Firm, City, County or Agency
  - ii. Address
  - iii. Contact Name
  - iv. Contact Title
  - v. Contact E-mail Address
  - vi. Contact Telephone #
- b. Project Information**
- i. Name and location of the contract
  - ii. Nature of the firm's responsibility on the project
  - iii. Project duration: date contract was awarded and length of contract
  - iv. Number of students
  - v. Grade levels served
  - vi. Number of campuses served
  - vii. Details on value, if any, that was added to the school's food service as a result of the contract being awarded
  - viii. Provide any other relevant information.

**Tab 3 - Firm's Understanding and Approach to the Work (10 points):**

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.
6. How do you ensure the quality of your services?
  - a. What criteria do you use to measure your quality?
7. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
8. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to address consistency with food service and record keeping.



**Tab 4 – Marketing Strategy (5 points):**

1. Describe the marketing plan to be implemented to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children.

**Tab 5 – Narrative on Compliance with Federal Regulations (10 points):**

2. Provide a narrative which demonstrates the firms understanding of the operational application of the Federal regulation found in 7 CFR Part 210, 220, 245, 250, and 3015.

**Tab 6 – Advisory Board (5 points):**

1. Describe how the Charter School Advisory Boards will be utilized in the management of the food service program.

**1.5.3 Other Completed Questionnaires**

1. Contact Information Form
2. Proposer’s Background Information
3. Vendor Registration Checklist

**1.5.4 Other Completed Documents**

1. **Attachment A: Non-Collusive Affidavit**
2. **Emergency Disaster Plan (7.5 Points):**

The contractor shall include with the response to this solicitation their Emergency Disaster Plan.

3. **Menu and Food Specifications (15 Points):**

The Contractor shall include with the response to this RFP a 21 day menu cycle, which conforms, to the menu system description outlined in **Exhibit B**. The Contractor shall include with the response to this RFP a description of all food items necessary to prepare the presented menu cycle, the descriptions shall be in sufficient detail for the SFA to determine the quality of food to be purchased under the contract.

4. **Supplies of Expendable and Nonexpendable Equipment**



The Contractor shall include with the response to this RFP a list by school of what the contractor considers adequate supplies of expendable and nonexpendable equipment.

**5. Proposed Schedule of Employees, Positions, Assigned Locations, Hours of Work, Wages and Benefits**

As stated in Section 1.3.9.7, the FSMC shall include in their submission their proposed schedule of employees, positions, assigned locations, hours of work, wages, and benefits.

**1.5.5 Optional Documentation**

**1. Trade Secrets:**

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY



## IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

### 2. Financial Statements:

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

### 3. Additional Information:

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

## **1.6 VENDOR REGISTRATION DOCUMENTS**

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**



The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

**1.6.1 Vendor Information Form**

**1.6.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

**1.6.3 Company Profile Form**

**1.6.4 Sworn Statement on Public Entity Crimes Form**

**1.6.5 Equal Benefits Certification Form**

**1.6.6 Vendor Drug-Free Workplace Certification Form**

**1.6.7 Scrutinized Company Certification**

**1.6.8 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**1.6.9 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.



### **1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds**

#### **a. Lobbying:**

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

#### **b. Debarment, Suspension and Other Responsibility Matters:**

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

### **1.6.11 Minority-Owned Business Enterprise**

### **1.6.12 Woman-Owned Business Enterprise**

### **1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms**

## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

<b>Criteria</b>	<b>Points</b>
Per Meal Charge	25



Experience and Ability	10
Previous Experience / References Form	10
Firm's Understanding and Approach to the Work	10
Marketing Strategy	5
Narrative on Compliance with Federal Regulations	10
Advisory Board	5
Emergency Plan	7.5
Menus and Food Specifications	15
Veteran Owned Small Business (VOSB) Preference*	2.5
<b>Total Points</b>	<b>100</b>

*\*Please note that the Veteran Owned Small Business (VOSB) Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points. All other vendors shall receive zero (0) points.*

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. If an agreement cannot be reached with the highest ranked firm, the City shall have the option to start negotiating with the next highest ranked firm(s).

### **1.7.1 SCORING FOR PROJECT COST CRITERIA**

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The **Project Cost** for each proposer will be multiplied against the City's estimated amounts, to determine the Proposal amounts for each proposer.

Then the **Lowest Proposal** will be divided by **Proposer "X" Cost Proposal** times the **Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score**.

**Example:**

Firm “A” cost proposal is \$10,000 and is the lowest cost proposal

Firm “B” cost proposal is \$15,000

Firm “C” cost proposal is \$20,000

Maximum Points Available for the “Project Cost” criteria: 25

Calculation:

Firm “A”: Lowest price and receives 25 points

Firm “B”:  $\$10,000/\$15,000 \times 25$  points = 16.67 points

Firm “C”:  $\$10,000/\$20,000 \times 25$  points = 12.50 points

## **1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>April 27, 2023</b>
Non-Mandatory Pre-Bid Meeting	<b>May 9, 2023</b>
Question Due Date	<b>May 14, 2023</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>May 16, 2023</b>
Proposals will be accepted until	<b>2:00 p.m. on May 23, 2023</b>
Proposals will be opened at	<b>2:30 p.m. on May 23, 2023</b>
Evaluation of Proposals	<b>May 23, 2023 - June 7, 2023</b>
Recommendation of Contractor to City Commission award	<b>June 7, 2022</b>

### **1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT**

There will be a non-mandatory scheduled pre-bid meeting on **May 9, 2023 at 9:00 a.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. After the pre-bid meeting, there will be site visits to the Central Kitchen and School Sites.

In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Irene Munarriz at 954-518-9020. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of the staff and schools to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

**Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor’s responsibility to make sure that they sign in at the meeting.**



## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before 2:00 p.m. on May 23, 2023.

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

## **1.10 FREQUENTLY ASKED QUESTIONS (FAQs)**

### **1.10.1 GENERAL QUESTIONS**

Question # 1	Are all meals offer vs. serve? Are any serve only?
Answer	Currently, Kindergarten and the EDCs are serve only.

Question # 2	For clarification, the School District is responsible for the delivery vehicles and maintenance. Correct?
Answer	Yes, the School provides the vehicles listed in <b>Exhibit H</b> . In addition, the school provides the fuel and maintenance of the vehicles.

Question # 3	What is required if you have a 1099 employee?
Answer	All employees (including 1099 employees) are required to follow all of the requirements of the RFP, including the requirements of the Jessica Lunsford Act.



*City of Pembroke Pines*

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Question # 4	How many employees will be needed per campus?
Answer	This is to be determined by the proposer, in order to sufficiently provide the services requested in the RFP, while providing services under the fixed pricing as proposed from the proposer.

Question #5	Is it possible to receive a copy of the last bid?
Answer	Please see the following link: <a href="https://ppines.legistar.com/LegislationDetail.aspx?ID=3516927&amp;GUID=E8D91699-FB21-456B-A911-329022AAAE4F&amp;FullText=1">https://ppines.legistar.com/LegislationDetail.aspx?ID=3516927&amp;GUID=E8D91699-FB21-456B-A911-329022AAAE4F&amp;FullText=1</a>



## SECTION 2 - INSURANCE REQUIREMENTS

### 2.1 INDEMNIFICATION:

Yes No

- 2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

- 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, food poisoning and foodborne illness, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000
6. Food Poisoning and Foodborne Illness Limit – \$1MM/\$2MM

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*



**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of



City of Pembroke Pines

\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



- ✓  2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✘ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

## 2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they Bonfire support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

### **3.6 WARRANTIES FOR USAGE**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

### **3.7 BRAND NAMES**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

### **3.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.11 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### **3.12 PRICING**

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

### **3.13 DELIVERY POINT**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### **3.14 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### **3.15 CONTRACT TIME**

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **3.16 COPYRIGHT OR PATENT RIGHTS**

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### **3.17 PUBLIC ENTITY CRIMES**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

### **3.18 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

### **3.19 FACILITIES**



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

### **3.20 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.21 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.22 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

### **3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### 3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

### 3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

### 3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### 3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### 3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

### **3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

### **3.31 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

### **3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

### **3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **3.34 CONE OF SILENCE**

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### 3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.36 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

#### **A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract

for the purpose of making audit, examination, excerpts and transcriptions.

#### **C. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### **D. DAVIS-BACON & RELATED ACTS**

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain



a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

#### **E. COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **F. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### **G. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **H. SUSPENSION AND 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.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal,

to the best of his or her knowledge and belief, that:

a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and



that all such recipients shall certify and disclose accordingly.

**J. RECYCLED PRODUCTS / RECOVERED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (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;
- (3) 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.

**L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**M. REPORTING & RETENTION OF RECORDS**

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3)



years after final payments and all other pending matters are closed.

#### **N. RIGHTS TO INVENTIONS**

CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

#### **O. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **P. DHS SEAL, LOGO, AND FLAGS**

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

#### **Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

#### **R. FRAUDULENT STATEMENTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

#### **S. PROHIBITION ON CONTRACTING FOR COVERED**

### **TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(1) Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) **Exceptions.** This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii)



Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**(3) Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services,

and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

#### **T. DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.



Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

#### **V. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

#### **W. RIGHTS IN DATA**

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

#### **X. INSPECTION AND ACCEPTANCE**

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR.

Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

#### **Y. DOCUMENTATION OF COSTS**

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

#### **Z. DRUG FREE WORKPLACE**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).



**AA. ADMINISTRATIVE,  
CONTRACTUAL OR LEGAL  
REMEDIES**

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

**BB. PROHIBITIONS OF GRATUITIES**

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

**4.8 ADDITIONAL FEDERAL  
PROVISIONS FOR NATIONAL  
SCHOOL LUNCH AND  
BREAKFAST PROGRAMS**

**A. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act as may be applicable to the resulting contract (42 U.S.C 5206 - extended until 2023)(7 CFR at 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)),

requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**B. DISCOUNTS, REBATES &  
CREDITS**

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

**C. CIVIL RIGHTS**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement— Nutrition Programs and Activities, and any additions or amendments.

**D. INSPECTION OF FACILITY**

The City reserves the right to inspect work performed by Contractor, the Contractor's preparation and storage facilities, and transporting vehicles, as may be applicable,



prior to award of Contract and without notice at any time during each resulting contract term, including the right to be present during construction, preparation, and delivery of meals.



City of Pembroke Pines

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

\_\_\_\_\_ ,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_



City of Pembroke Pines

**CONTRACTUAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF PEMBROKE PINES**  
**AND {---Company Name---}**

**THIS IS AN AGREEMENT (“Agreement”)**, dated \_\_\_\_\_, by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**{---Company Name---}**, {---Corporation Type---}, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **{---Street1---}{---Street2---}, {---City---}, {---State/Province---} {---Postal Code---}** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**W I T N E S S E T H:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **{---Solicitation Advertisement Date---}**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **{---Solicitation Service Description---}** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**{---Solicitation Type Abbreviation---} # {---Solicitation Number---}**  
**“{---Solicitation Title---}”**

1.2 On **{---Bid Opening Date---}**, the bids were opened at the offices of the City Clerk.



1.3 On \_\_\_\_\_, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at location address ("Property") as more particularly described in and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the {---**Solicitation Service Description**---}, as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are



applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial {---**Initial Contract Length**---} period commencing on «**Commencement \_Date**» and ending on «**Expiration \_Date**».

3.2 This Agreement may be renewed for {---**Renewal Terms**---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---**Termination for Convenience**---} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR as provided for in Exhibit "B", an annual amount NOT TO EXCEED



«**Compensation\_Type**» {---**Request Amount Written**---} (\$**{---Request Amount Numerical---**}), payable in monthly payments for actual services performed and as set forth here below:

4.2 CITY hereby agrees to compensate CONTRACTOR based on a «**Compensation\_Type**» {---**Request Amount Written**---} (**{---Request Amount Numerical---**}), which includes an owner’s contingency fee of {---**Contingency Fee in Words**---} (**{---Contingency Fee Amount---**}), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on «**Nationally Recognized or Published Index**», including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Public Services Director or his/her assignees.

Payment will be made to CONTRACTOR at:

{---**Company Name**---}  
{---**Payment Street 1**---}, {---**Payment Street 2**---}  
{---**Payment City**---}, {---**Payment State/Province**---} {---**Payment Postal Code**---}  
}

**ARTICLE 5**  
**CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**



6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 7** **INSURANCE**

7.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke



Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an**



**additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.



**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking



lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the



determination as to what limits are appropriate for the given project.

Yes No

7.6.13 Other Insurance

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

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

**ARTICLE 8**  
**NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial



status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which,



by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 12**

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 13**

### **SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

## **ARTICLE 14**

### **DEFAULT OF CONTRACT & REMEDIES**

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, {---**Liquidated Damages Amount Written**---} (\$**{---Liquidated Damages Amount---**}) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.



14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.4.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.4.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.4.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.4.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent



by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.5.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.5.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.5.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 15** **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 16** **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

## **ARTICLE 17** **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of



CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

**ARTICLE 18**  
**PUBLIC RECORDS**

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**601 CITY CENTER WAY, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33025**



**(954) 450-1050**

**[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19**  
**SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20**  
**EQUAL BENEFITS FOR EMPLOYEES**

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):



- CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
- CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement,



contact Human Resources at (954) 954-392-2092 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

## **ARTICLE 21**

### **EMPLOYMENT ELIGIBILITY**

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

#### **21.1.1 Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited



to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 22**

### **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

22.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired



about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.



The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR 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). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every



mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**22.4.1 Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**22.4.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

**22.4.3 Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (22.4.2) of this section.

**22.4.4 Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**22.5.1 Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**22.5.2 Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

**22.6 Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**22.6.1** CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**22.6.2** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. 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 shall 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 recipient.

22.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR 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.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.



22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 **Prohibitions.**

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 22.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 **Exceptions.**



22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 22.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings,



occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

## **ARTICLE 23** **MISCELLANEOUS**

23.1 **Ownership of Documents**. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation**. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 **Records**. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based



upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR {---Primary Contact Name---}, {---Primary Contact Title---}  
{---Company Name---}  
{---Street1---}, {---Street2---}  
{---City---}, {---State/Province---} {---Postal Code---}



**E-mail:** {---E-mail---}  
**Telephone No:** {---Phone---}  
**Cell phone No:** {---Primary Contact Cell Phone Number---}  
 -}  
**Facsimile No:** {---Fax---}

23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.



23.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

23.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: \_\_\_\_\_

\_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

Print Name: \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

{---Company Name---}

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## EXHIBIT A

**SITE INFORMATION LIST  
NATIONAL SCHOOL LUNCH PROGRAM**

SFA Name: City of Pembroke PinesSponsor Number 363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
PP/ FSU CHARTER ELEMENTARY SCHOOL 601 SW 172nd Ave. Pembroke Pines, FL 33029	699	K-5	180	16%	BREAKFAST	8:00 AM	8:40 AM
PP/ FSU CHARTER ELEMENTARY SCHOOL 601 SW 172nd Ave. Pembroke Pines, FL 33029	699	K-5	180	59%	LUNCH	10:25 AM	1:20 PM
PP CHARTER AV MIDDLE / HIGH SCHOOL 17189 Sheridan Street Pembroke Pines, Florida 33331	2100	6-12	180	9%	BREAKFAST	6:30 AM	8:40 AM
PP CHARTER AV MIDDLE / HIGH SCHOOL 17189 Sheridan Street Pembroke Pines, Florida 33331	2100	6-12	180	42%	LUNCH	10:30 AM	1:15 PM
PP CHARTER WEST MIDDLE SCHOOL 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	12%	BREAKFAST	8:05 AM	8:45 AM
PP CHARTER WEST MIDDLE SCHOOL 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	51%	LUNCH	11:00 AM	1:35 PM
PP CHARTER WEST ELEMENTARY SCHOOL 1680 SW 184th Ave. Pembroke Pines, Florida 33029	600	K-5	180	21%	BREAKFAST	8:00 AM	8:45 AM

PP CHARTER WEST ELEMENTARY SCHOOL 1680 SW 184th Ave. Pembroke Pines, Florida 33029	600	K-5	180	48%	LUNCH	10:25 AM	1:15 PM
PP CHARTER CENTRAL ELEMENTARY SCHOOL 12350 Sheridan Street Pembroke Pines, Florida 33026	600	K-5	180	13%	BREAKFAST	8:15 AM	8:45 AM
PP CHARTER CENTRAL ELEMENTARY SCHOOL 12350 Sheridan Street Pembroke Pines, Florida 33026	600	K-5	180	49%	LUNCH	10:20 AM	1:15 PM
PP CHARTER CENTRAL MIDDLE SCHOOL 12350 Sheridan Street Pembroke Pines, Florida 33026	680	6-8	180	23%	BREAKFAST	8:15 AM	8:45 AM
PP CHARTER CENTRAL MIDDLE SCHOOL 12350 Sheridan Street Pembroke Pines, Florida 33026	680	6-8	180	70%	LUNCH	11:00 AM	1:30 PM
PP CHARTER EAST ELEMENTARY SCHOOL 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	20%	BREAKFAST	8:00 AM	8:30 AM
PP CHARTER EAST ELEMENTARY SCHOOL 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	61%	LUNCH	10:30 AM	1:42 PM

**Note- The Average Daily Participation Percentage is based on the month of January 2023.**

**EXHIBIT B, PART 1**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 8<sup>th</sup> Grade**  
**Lunch**

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

	6		7	8	9	10	
M/MA	4 pieces (4 oz.) Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.-1.25 oz. WGR Nugget Breading (1-1.25 oz. eq. grain)	1/2 c. WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1 oz. 6" WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x	3/4 cup Red/Orange
Fruit	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1/2 c. 1/2 cup Fresh Banana	1/2 c. 1/2 cup Fruit Cocktail	1/2 c. 1/2 cup Cantaloupe Wedges	1/2 c. 1/2 cup Pears	x	1/2 cup Beans/Peas
	1/2 c. 1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup 1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 c. 3/4 cup Baked Sweet Potato Fries	3/4 c. 3/4 cup Sweet Peas	3/4 c. 3/4 Cup Green Beans	x	1/2 cup Starchy
Veg	3/4 c. 3/4 Black-eyed peas	1/4 cup Tomato Sauce				x	1/2 cup Other
						x	1 cup Add'l
						x	Grains (8-8.25 oz.)
M/MA	11 1/2 Cup Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12 1 Each Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13 2 oz. Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14 1 Each Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15 4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz. WGR Oyster Crackers (1 oz. eq. grain)	1 oz. WGR Croutons (1 oz. eq. grain)	1.5 oz. WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz. 6"WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
Fruit	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Soft Breadstick (1oz. eq. grain)	1/2 c. 1/2 cup Fresh Apple Slices	1 oz. WGR Tortilla Chips (1 oz. eq. grain)	1/2 c. 1/2 cup Peaches	x	1/2 cup Beans/Peas
	1/2 c. 1/2 cup Mixed Fruit	1/2 c. 1/2 cup Watermelon	3/4 c. 3/4 Cup Cucumber Sticks	1 cup 3/4 cup Mexicali Corn	3/4 c. 3/4 cup Baby Carrots	x	1/2 cup Starchy
Veg	3/4 c. 3/4 cup Variety Beans (Chili)	1 cup 1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings		1/4 cup salsa		x	1/2 cup Other
			FF Ranch		FF Ranch	x	1 cup Add'l
						x	Grains (9.5 oz.)

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

	<b>21</b>		It is recommended to utilize USDA recipe to prepare menu items when applicable.
<b>M/MA</b>	<b>1 Each</b>	Breaded Chicken Patty ( 3 oz. = 2 oz. eq. M/MA)	WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate
<b>G/B</b>	<b>1 oz.</b>	Whole Grain Rich Bun (1 oz. eq. grain)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.
<b>Fruit</b>	<b>1/2 c.</b>	<b>1/2 cup Fresh Apple Slices</b>	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.
<b>Veg</b>	<b>1-3/4 cup</b>	<div style="background-color: #90EE90; padding: 2px;">1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings</div> <div style="background-color: #FFD700; padding: 2px;">1/4 cup Tomatoes</div> <div style="background-color: #FFFF00; padding: 2px;">3/4 cup Crinkle Cut Fries</div>	Products may be brand name or equivalent as stipulated in this contract. The contractor is encouraged to incorporate low sodium products. Required average daily calorie range per 5-day week = 600-650 *Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce. Grains must meet the designated ounce equivalents per the menu guidelines. Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range. Condiments to be included,

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

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

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

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

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

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

**EXHIBIT B, PART 2**  
**Food-Based Meal Pattern**  
**21-Day Cycle Menu for K – 12<sup>th</sup> Grade**  
**Breakfast**

<p><b>1</b></p> <p><b>G/B</b> 1.2 oz. WGR Pancakes (1 oz. eq. grain)</p> <p><b>G/B or</b> 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)</p> <p><b>M/MA</b></p> <p><b>F/V</b> 1/2 c. Fresh Blueberries</p> <p>1/2 c. 100% Pineapple Juice Syrup</p>	<p><b>2</b></p> <p>1 oz. WGR Toast (1 oz. eq. grain)</p> <p>1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies</p> <p>1/2 c. Orange Wedges</p> <p>1/2 c. 100% Orange Juice</p> <p>1/4 c. Mushrooms, Red/Green Peppers, and Onions</p>	<p><b>3</b></p> <p>1 oz. WGR English Muffin (1 oz. eq. grain)</p> <p>1 oz. 1/2 Egg (1 oz. eq. M/MA)</p> <p>1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Apple Juice</p>	<p><b>4</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>4 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Banana</p> <p>1/2 c. 100% Grape Juice</p>	<p><b>5</b></p> <p>2 oz. WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p><b>6</b></p> <p><b>G/B</b> ½ c. WGR Oatmeal (1 oz. eq. grain)</p> <p><b>G/B or</b> 2 oz. WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p><b>M/MA</b></p> <p><b>F/V</b> 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p><b>7</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Apple Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1/4 c. Raisins (1/4 c. credits 1/2 c.)</p> <p>1/2 c. 100% Orange Juice</p>	<p><b>8</b></p> <p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Apple Juice Syrup</p>	<p><b>9</b></p> <p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Animal Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pears</p> <p>1/2 c. 100% Grape Juice</p>	<p><b>10</b></p> <p>1 oz. WGR English Muffin</p> <p>2 Tbsp. Peanut Butter ( 2 Tbsp. = 1 oz. eq. M/MA)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Fruit Punch Juice</p>

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

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



### National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food <sup>a</sup> per Week		
	(minimum per day)		
Fruits (cups) <sup>b</sup>	2½ ( ½ )	2½ ( ½ )	5 (1)
Vegetables (cups) <sup>b</sup>	3¾ ( ¾ )	3¾ ( ¾ )	5 (1)
Dark green <sup>c</sup>	½	½	½
Red/Orange <sup>c</sup>	¾	¾	1¼
Beans and peas (legumes) <sup>c</sup>	½	½	½
Starchy <sup>c</sup>	½	½	½
Other <sup>c d</sup>	½	½	¾
Additional Vegetables to Reach Total <sup>c</sup>	1	1	1½
Grains (oz eq) <sup>f</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>g</sup>	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>h</sup>	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Interim Target 1 (mg) <sup>h</sup>	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Interim Target 1A (mg) <sup>h</sup> <sub>i</sub>	≤ 1,110	≤ 1,225	≤ 1,280
<i>Trans</i> fat <sup>h</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

<sup>a</sup> Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

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

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

<sup>d</sup> This category consists of “Other vegetables” as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any

additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.

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

<sup>f</sup> At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.

<sup>g</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.

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

<sup>i</sup> Sodium Interim Target 1A must be met no later than July 1, 2023 (SY 2023-2024).

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### School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food <sup>a</sup> per Week		
	(minimum per day)		
Fruits (cups) <sup>b c</sup>	5 (1)	5 (1)	5 (1)
Vegetables (cups) <sup>b c</sup>	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq) <sup>d</sup>	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) <sup>e</sup>	0	0	0
Fluid milk <sup>f</sup> (cups)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>g h</sup>	350-500	400-550	450-600
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Target 1 (mg)	≤ 540	≤ 600	≤ 640
<i>Trans</i> fat <sup>h</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

<sup>a</sup> Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is  $\frac{1}{8}$  cup.

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

<sup>c</sup> Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans/peas (legumes), or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

<sup>d</sup> At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>e</sup> There is no meat/meat alternate requirement.

<sup>f</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.

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

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

\*\*\*\*\*

### Equipment List Charter School & Central Kitchen

	Pembroke Pines Charter East Elementary	Pembroke Pines Charter West Elementary	Pembroke Pines Charter West Middle	Pembroke Pines Charter Central Elementary/Middle	Pembroke Pines Charter FSU Elementary	Pembroke Pines Charter High School	Howard C. Forman Center Central Kitchen
FOOD WARMERS	2	2	3	3	2	6	10
REACH IN REFRIGERATOR	1	1	1	3	1	3	0
WALK IN COOLER	1	0	0	0	0	1	3
WALK IN FREEZER	0	0	0	0	0	2	5
REACH IN FREEZER	1	0	1	0	0	1	0
MILK COOLER	1	1	1	2	2	0	0
TURBO OVEN	0	0	0	0	0	0	0
AIR SCREEN COOLER	0	0	0	0	0	4	0
STEAMER	0	0	0	0	0	1	0
COMBI THERM OVEN	1	1	1	1	1	2	1
CONVECTION OVEN / DOUBLE STACK	0	0	0	0	0	3	3
TILT SKILLET/KETTLE	0	0	0	0	0	1	3
RANGE	0	0	0	0	0	1	1
SLICER	0	0	0	0	0	1	1
STAINLESS TABLES	2	2	4	4	2	6	11
METRO SHELVING	4	3	4	5	6	12	12
CAMBRO TRANSPORTS	0	0	0	0	0	2	42
CAMBRO DOLLIES	0	0	0	0	0	1	10
PANNINI PRESS	1	1	1*	1	0	2 (1* & 1)	1*
SALAD LINE	0	0	0	0	0	2	1

Notes: - The above quantities are estimates only and are given to assist bidders. No guarantee is made or implied to the exact quantity of equipment.  
- Any equipment with an asterisk, "\*", denotes equipment that is owned by the current Food Service Management Company.

**SITE INFORMATION LIST  
PEMBROKE PINES EARLY DEVELOPMENT CENTERS**

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Pembroke Pines Central Early Development Centers 12200 Sheridan St. Pembroke Pines, FL 33026	136-Fall 136- Spring	2 years old- 4 years old	All year-only Monday-Thursday	50% Fall and Spring	LUNCH	11:35 AM	12:15 PM
Pembroke Pines Central Early Development Centers 12200 Sheridan St. Pembroke Pines, FL 33026	Max 55 campers and 112 regular children	Kindergarten-4 <sup>th</sup> grade	Summer: 8-9 weeks-only Monday-Thursday	35% Summer (of total enrollment including regular lunch participation) Winter and Spring campers do not participate in lunch at this site	CAMPS (Spring, Summer, Winter)	11:35 AM	12:15 PM
Pembroke Pines West Early Development Centers 1600 SW 184th Ave. Pembroke Pines, FL 33029	180- Fall 180- Spring	1 year old- 5 years old	All year-only Monday-Thursday	40% Fall and Spring	LUNCH	11:30 AM	12:30 PM
Pembroke Pines West Early Development Centers 1600 SW 184th Ave. Pembroke Pines, FL 33029	Max 65 campers and 130 regular children	Kindergarten-5 <sup>th</sup> grade	8-9 weeks-only Monday-Thursday	27% Summer (of total enrollment including regular lunch participation) Winter and Spring campers do not participate in lunch at this site	CAMPS (Spring, Summer, Winter)	12:30 PM	1:00 PM

## CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5 EDC Students	Ages 6-12 EDC Campers	Ages 13-18 <sup>2</sup> (at-risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
<b>Vegetables<sup>6</sup></b>	⅛ cup	¼ cup	½ cup	½ cup
<b>Fruits<sup>6,7</sup></b>	⅛ cup	¼ cup	¼ cup	¼ cup
<b>Grains (oz eq)<sup>8,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

**Equipment List  
Early Development Centers**

	Pembroke Pines Central Early Development Centers	Pembroke Pines West Early Development Centers
FOOD WARMERS	1	2
REACH IN REFRIGERATOR	0	0
WALK IN COOLER	0	0
WALK IN FREEZER	0	0
REACH IN FREEZER	0	0
MILK COOLER	0	0
TURBO OVEN	0	0
AIR SCREEN COOLER	0	0
STEAMER	0	0
COMBI THERM OVEN	0	0
CONVECTION OVEN / DOUBLE STACK	0	0
TILT SKILLET/KETTLE	0	0
RANGE	0	0
SLICER	0	0
STAINLESS TABLES	0	0
METRO SHELVING	0	0
CAMBRO TRANSPORTS	0	0
CAMBRO DOLLIES	0	0
PANNINI PRESS	0	0
SALAD LINE	0	0

Notes: - The above quantities are estimates only and are given to assist bidders. No guarantee is made or implied to the exact quantity of equipment.  
- Any equipment with an asterisk, "\*", denotes equipment that is owned by the current Food Service Management Company.

## Current Vehicle Listing

Vehicle Number	VIN	Vehicle Description
21809	1FTYR2CM4JKB13474	2019 FORD TRANSIT
21908	1FDUF4GT0KDA25950	2019 FORD TRUCK F450
21810	1FTYR2CM2JKB13473	2019 FORD TRANSIT
22009	1FTBR1C84LKA75735	2020 FORD TRANSIT

Notes:

Current Vehicle Listing

- The above vehicle makes, models and quantities are given to assist bidders. No guarantee is made or implied that the makes, models and quantities will stay the same.



City of Pembroke Pines

**DESIGNATION OF PROGRAM EXPENSE**

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

The SFA shall pay those expenses designated under Column II.

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



City of Pembroke Pines

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

### Estimated Annual Meal Equivalents for Charter Schools (based on Annualization of the 22-23 School Year-data up to January 23)

School Information	Description	Type Of Meals				Calculation of Meal Equiv. as of January 2023			Calculation of Meal Equiv. Annualized			Enro	# of days Served	Participation w/o Adult Meals	
		Full	Reduced	Free	Adult	Total	Multiplier	Total	Total	Multiplier	Total				
<b>Academic Village Site: 01</b>															
Academic Village Middle-High School	Lunch	49,510	6,817	24,433	12	80772	1.0	80,772.00	146858.18	1.0	146,858.18	2100	180	39%	
17189 Sheridan Street	Breakfast	8119	1538	6,025	2	15684	0.5	7,842.00	28516.36	0.5	14,258.18	2100	180	8%	
Pembroke Pines, FL 33331	Student & Adult Ala Carte					\$ 108,082.24	0.33	35,667.14	\$ 196,513.16	0.33	64,849.34				
	Meal & Equivalents							<b>124,281.14</b>			<b>225,965.71</b>				
<b>West Middle Site: 02</b>															
West Middle School	Lunch	18,497	2,712	10,962	1	32172	1.0	32,172.00	58494.55	1.0	58,494.55	655	180	50%	
18500 Pembroke Road	Breakfast	3869	505	2,405	0	6779	0.5	3,389.50	12325.45	0.5	6,162.73	655	180	10%	
Pembroke Pines, FL 33029	Student & Adult Ala Carte					\$ 48,648.30	0.33	16,053.94	\$ 88,451.45	0.33	29,188.98				
	Meal & Equivalents							<b>51,615.44</b>			<b>93,846.25</b>				
<b>West Elementary Site: 03</b>															
West Elementary School	Lunch	17,244	1,742	7,621	5	26612	1.0	26,612.00	48385.45	1.0	48,385.45	600	180	45%	
1680 SW 184th Avenue	Breakfast	7627	827	3,352	0	11806	0.5	5,903.00	21465.45	0.5	10,732.73	600	180	20%	
Pembroke Pines, FL 33029	Student & Adult Ala Carte					\$ 33,224.50	0.33	10,964.09	\$ 60,408.18	0.33	19,934.70				
	Meal & Equivalents							<b>43,479.09</b>			<b>79,052.88</b>				
<b>East Elementary Site: 04</b>															
East Elementary School	Lunch	16,538	3,659	19,400	40	39637	1.0	39,637.00	72067.27	1.0	72,067.27	700	180	57%	
10801 Pembroke Road	Breakfast	3,859	1,302	8,597	6	13764	0.5	6,882.00	25025.45	0.5	12,512.73	700	180	20%	
Pembroke Pines, FL 33025	Student & Adult Ala Carte					\$ 24,446.35	0.33	8,067.30	\$ 44,447.91	0.33	14,667.81				
	Meal & Equivalents							<b>54,586.30</b>			<b>99,247.81</b>				
<b>Central Middle Site: 05</b>															
Central Middle School	Lunch	22,933	3,859	16,450	95	43337	1.0	43,337.00	78794.55	1.0	78,794.55	680	180	64%	
12350 Sheridan Street	Breakfast	7,007	1,439	6,103	2	14551	0.5	7,275.50	26456.36	0.5	13,228.18	680	180	22%	
Pembroke Pines, FL 33026	Student & Adult Ala Carte					\$ 59,789.65	0.33	19,730.58	\$ 108,708.45	0.33	35,873.79				
	Meal & Equivalents							<b>70,343.08</b>			<b>127,896.52</b>				
<b>FSU Elem Site : 06</b>															
FSU Elementary School	Lunch	21,422	3,694	13,498	28	38,642	1.0	38,642.00	70258.18	1.0	70,258.18	699	180	56%	
601 SW 172 Avenue	Breakfast	4035	1041	5,598	0	10674	0.5	5,337.00	19407.27	0.5	9,703.64	699	180	15%	
Pembroke Pines, FL 33029	Student & Adult Ala Carte					\$40,125.70	0.33	13,241.48	\$ 72,955.82	0.33	24,075.42				
	Meal & Equivalents							<b>57,220.48</b>			<b>104,037.24</b>				
<b>Central Elem Site: 07</b>															
Central Elementary School	Lunch	15,594	2,604	10,130	171	28499	1.0	28,499.00	51816.36	1.0	51,816.36	600	180	48%	
12350 Sheridan Street	Breakfast	3,831	898	3,599	1	8329	0.5	4,164.50	15143.64	0.5	7,571.82	600	180	14%	
Pembroke Pines, FL 33026	Student & Adult Ala Carte					\$ 29,987.05	0.33	9,895.73	\$ 54,521.91	0.33	17,992.23				
	Meal & Equivalents							<b>42,559.23</b>	0.00		<b>77,380.41</b>				
<b>Grand Totals for All Sites</b>															
	Total Meals Served	Full	Reduced	Free	Adult	Total Sum	Multiplier	Total	Total	Multiplier	Total				
	Lunch	161738	25087	102494	352	289671	1.0	289,671.00	526674.55	1.0	526,674.55	6034	180	48%	
	Breakfast	38347	7550	35,679	11	81587	0.5	40,793.50	148340.00	0.5	74,170.00	6034	180	14%	
	Student & Adult Ala Carte (See Line Report)					\$ 344,303.79	0.33	113,620.25	\$ 626,006.89	0.33	206,582.27				
	Total Sum of Meal & Equivalents Multiplied by Rate							444,084.75			807,426.82				

## Estimated Annual EDC Meals

Date	School	Quantity of EDC Lunches	Quantity of Camper Lunches	Total
6/23/2022	Central EDC	217	152	369
6/23/2022	West EDC	440	88	440

7/31/2022	Central EDC	582	376	958
7/31/2022	West EDC	640	130	640

8/31/2022	Central EDC	930	68	998
8/31/2022	West EDC	840	35	840

9/30/2022	Central EDC	734	-	734
9/30/2022	West EDC	715	-	715

10/31/2022	Central EDC	799	-	799
10/31/2022	West EDC	855	-	855

11/30/2022	Central EDC	926	-	926
11/30/2022	West EDC	939	-	939

12/31/2022	Central EDC	661	-	661
12/31/2022	West EDC	710	-	710

1/31/2023	Central EDC	828	-	828
1/31/2023	West EDC	755	-	755

		YTD FY 22-23 EDC Lunches	Summer 22 Camper Lunches	Total
Totals	Central EDC	5,460	596	6,056
Totals	West EDC	5,454	253	5,707

		YTD FY 22-23 EDC Lunches	Summer 22 Camper Lunches	Total
Annual Estimated Totals	Central EDC	9,360	596	9,956
Annual Estimated Totals	West EDC	9,350	253	9,603

## Food Service Management Company (FSMC) Monitoring Tool

As required in 7 CFR 210.16(a)(3), sponsors must monitor the food service operation through periodic on-site visits. At a minimum of twice a year, a sponsor official must conduct a monitoring visit of *each* school food service site. Complete a copy of this form for each site monitored and **keep it with the FSMC records.**

Sponsor Name:

Site Name

FSMC Name:

Date of Review:

Original Year of Contract:

Renewal Year (1,2,3,4):

Meal Type	Fixed Fee Per Meal	Meal Type	Fixed Fee Per Meal
Student Lunches	\$	SFSP Breakfast	\$
Student Breakfasts	\$	SFSP Lunch/Supper Meals	\$
Student Afterschool Snacks	\$	SFSP Snacks	\$
Meal Equivalent Fee	\$	FFVP Meal Equivalent Fee	\$
Meal Equivalent Factor (breakfast, snack, adult, etc.)	\$		

Menus and Service	Yes	No	N/A	Comments
1. Has the FSMC followed the 21-day cycle menu, as described in Exhibit B of the contract, for the first 21 days of the contract? (Monitor during the first year of contract only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. If changes were made to menus following the first 21 days of the contract, did the sponsor approve them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Do cycle menus meet requirements for all grade groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are production records completed each day for all meals claimed for reimbursement and component contributions available for each menu item?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. If the "Offer vs Serve" provision was implemented, are students required to take the minimum number of menu items (including ½ cup fruit and/or vegetable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are meal modifications provided to students?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is appropriate meal modification documentation on file at the serving site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Does the FSMC provide fluid milk substitutions as permitted in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are fluid milk substitutions compliant with USDA substitution criteria?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Are the Smart Snacks in Schools regulations being followed by the FSMC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Is the FSMC complying with Vending as stated in the Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Does the FSMC comply with the Sponsor's Local Wellness Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Are meals monitored after the last food or menu item is served/selected to ensure only reimbursable meals are claimed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Do the foods purchased meet the quality specification standards indicated in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Is FSMC complying with Buy American Requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Financial Accountability Procedures	Yes	No	N/A	Comments
1. Do the school food service daily income records accurately reflect the revenue received by meal type? (Student meals, adult meals, a la carte, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do the school food service daily meal count record forms accurately reflect the counts of student and adult meals by meal type and eligibility category?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are all records being maintained that are needed to support the Claim for Reimbursement, reports with claim information (promptly at the end of each month), and meal count records for meals not covered by the Claim, such as adult meals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are all invoices monitored to assure the FSMC invoices per the current pricing agreement indicated in the contract or addendum and have not double-invoiced or included costs which are not allowed by the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Do the records show a la carte, adult, and other food sales are being invoiced at the meal equivalency rate or accurately per the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are all discounts, rebates, and credits for food and supplies received, where applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Sanitation and Safety Procedures	Yes	No		Comments
1. Are facilities and equipment adequately maintained for safety and sanitation?	<input type="checkbox"/>	<input type="checkbox"/>		
2. Do employees practice safe food handling procedures?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Is a Food Safety (HACCP) plan available at the serving site?	<input type="checkbox"/>	<input type="checkbox"/>		
4. If yes, is the plan being implemented?	<input type="checkbox"/>	<input type="checkbox"/>		
5. Has the plan been reviewed annually and revised as needed?	<input type="checkbox"/>	<input type="checkbox"/>		
6. Are health licenses maintained as required by the contract?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Sponsor responsibility <input type="checkbox"/> FSMC responsibility
7. Are food safety training requirements for FSMC employees being met?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Sponsor responsibility <input type="checkbox"/> FSMC responsibility

Other Contractual Requirements	Yes	No	N/A	Comments
1. Has the advisory committee of parents, students and teachers met to assist in menu planning? (Attach documentation - Agendas, Surveys, Taste Testing Results, etc.)	<input type="checkbox"/>	<input type="checkbox"/>		
2. If recommendations or concerns were provided at the meetings, has the FSMC implemented recommendations or addressed the concerns brought forth by the advisory committee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. If the Sponsor has requested that the FSMC representative participate in the advisory committee meetings has the FSMC complied with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Have all corrections been made as required if problems were noted during a sponsor review, the administrative review, or a program audit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Other Contractual Requirements Cont.</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
5. Is the FSMC performing any school special functions or catering outside the nonprofit school food service operations? List functions in the additional comments section.	<input type="checkbox"/>	<input type="checkbox"/>		
6. If yes to the above, is there a method to identify which account will be charged for the Sponsor's special functions or catering conducted, that is not the nonprofit school food account?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the FSMC performing any special functions or catering for any other businesses or organizations? (Any external catering- not for the benefit of the sponsor requires a separate contract.)	<input type="checkbox"/>	<input type="checkbox"/>		
8. Is the FSMC adhering to the Sponsor's free and reduced priced policy statement?	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Staffing and Professional Development</b>	<b>Yes</b>	<b>No</b>		<b>Comments</b>
9. Is FSMC complying with Professional Standards requirements for its employees?	<input type="checkbox"/>	<input type="checkbox"/>		
10. Is FSMC providing appropriate and timely training for FSMC staff? List training in comments section at end of monitoring form.	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Renewal Contracts</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
11. Do all the invoices match the prices with the current renewal addendum prices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Did the renewal adhere to the meal rate increases as permitted in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>USDA Foods</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
13. Did the FSMC credit the full value of all donated foods received for use in the meal service as required by contract requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Is the FSMC complying with contract requirements that the procurement of processed end products on behalf of the recipient agency, as applicable, complies with the requirements in subpart C of 7 CFR 250 and with the provisions of the distributing or recipient agency processing agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

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

\_\_\_\_\_  
Name of Sponsor's Monitoring Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Sponsor's Monitoring Official

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of FSMC Official

\_\_\_\_\_  
Date

**AD-1048**OMB No. 0505-0027  
Expiration Date: 09/30/2025**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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

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

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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

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

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

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

**Instructions for Certification**

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



# 2022/23 SCHOOL CALENDAR

For an ADA accessible version of this calendar, visit [browardschools.com/accessiblecalendar](https://www.browardschools.com/accessiblecalendar).

AUGUST				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- Employee Planning (no school for students)
- Schools & Administrative Offices Closed
- Schools Closed
- Report Cards Issued
- Interim Reports Issued
- Hurricane Make-Up Day
- Early Release Day
- First & Last Day of School

Hurricane Make-Up Days: 10/20/22, 1/12/23, 2/14/23, 3/16/23, 4/20/23, 6/8/23

2023-2024 School Calendar - SYNOPSIS  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter

Monday, August 14, 2023	Employee Planning - 1
Tuesday, August 15, 2023	Employee Planning - 2
Wednesday, August 16, 2023	Employee Planning - 3
Thursday, August 17, 2023	Employee Planning - 4
Friday, August 18, 2023	Employee Planning - 5
Monday, August 21, 2023	Start 1st Quarter - (44 Days)
Monday, September 4, 2023	Holiday - 1
Monday, September 25, 2023	Day Off
Tuesday, October 3, 2023	Interim Reports Issued
Monday, October 9, 2023	FTE Survey 2
Tuesday, October 10, 2023	FTE Survey 2
Wednesday, October 11, 2023	FTE Survey 2
Thursday, October 12, 2023	FTE Survey 2
Friday, October 13, 2023	FTE Survey 2
Monday, October 23, 2023	Early Release - 1
Tuesday, October 24, 2023	Employee Planning - 6

Second Quarter

Wednesday, October 25, 2023	Start 2nd Quarter (45 Days)
Tuesday, November 7, 2023	Employee Planning - 7
Friday, November 10, 2023	Holiday - 2
Tuesday, November 14, 2023	Report Cards Issued for First Quarter
Monday, November 20, 2023	Day Off
Tuesday, November 21, 2023	Day Off
Wednesday, November 22, 2023	Day Off
Thursday, November 23, 2023	Holiday - 3
Friday, November 24, 2023	Day Off
Tuesday, November 28, 2023	Interim Reports Issued
Monday, December 25, 2023	Day Off
Tuesday, December 26, 2023	Day Off
Wednesday, December 27, 2023	Day Off
Thursday, December 28, 2023	Day Off
Friday, December 29, 2023	Day Off
Monday, January 1, 2024	Holiday - 4
Tuesday, January 2, 2024	Day Off
Wednesday, January 3, 2024	Day Off
Thursday, January 4, 2024	Day Off
Friday, January 5, 2024	Day Off
Monday, January 15, 2024	Day Off
Friday, January 19, 2024	Early Release - 2
Monday, January 22, 2024	Employee Planning - 8

Third Quarter

Tuesday, January 23, 2024	Start 3rd Quarter (42 Days)
Thursday, February 1, 2024	Report Cards Issued for Second Quarter
Monday, February 5, 2024	FTE Survey 3
Tuesday, February 6, 2024	FTE Survey 3
Wednesday, February 7, 2024	FTE Survey 3
Thursday, February 8, 2024	FTE Survey 3
Friday, February 9, 2024	FTE Survey 3
Tuesday, February 13, 2024	Interim Reports Issued
Wednesday, February 14, 2024	Early Release - 3
Monday, February 19, 2024	Holiday - 5
Thursday, March 21, 2024	Early Release - 4
Friday, March 22, 2024	Employee Planning - 9

Fourth Quarter

Monday, March 25, 2024	Day Off
Tuesday, March 26, 2024	Day Off
Wednesday, March 27, 2024	Day Off
Thursday, March 28, 2024	Day Off
Friday, March 29, 2024	Day Off
Monday, April 1, 2024	Start 4th Quarter (49 Days)
Wednesday, April 10, 2024	Day Off
Tuesday, April 16, 2024	Report Cards Issued for Third Quarter
Tuesday, May 7, 2024	Interim Reports Issued
Friday, May 24, 2024	Early Release - 5
Monday, May 27, 2024	Holiday - 6
Monday, June 10, 2024	Early Release - 6
Monday, June 10, 2024	Last Day of School
Tuesday, June 11, 2024	Employee Planning - 10
Friday, June 28, 2024	Report Cards Issued for Fourth Quarter

Note: When Schools & Administrative Offices are closed, "Black-Out-Days" are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

# MEAL PATTERN AND CAFETERIA

# Quick Tips



**FOR SCHOOL FOOD SERVICE PERSONNEL  
NSLP/SBP**

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

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

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

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

*This institution is an equal opportunity provider.*

# FRUITS

- Fruits can be fresh, frozen or canned and packed in water, juice or light syrup.
- Dried fruits: 1/4 cup counts as 1/2 cup of fruit.
- All juice must be 100% juice.
- The menu must be planned so that no more than 50% of the fruit selected by the student over the week can be in the form of juice.
- For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from non-starchy subgroups.

Grade Group	Breakfast Daily Minimum	Lunch Daily Minimum
K-5	1 cup	1/2 cup
6-8	1 cup	1/2 cup
9-12	1 cup	1 cup

*Offer vs. Serve (OVS): Students, servers and cashiers must be able to identify what constitutes a reimbursable meal. The NSLP regulation at 7CFR 210.10 (a) (2) requires that schools identify, near or at the beginning of serving lines, what foods constitute a reimbursable meal.*



# VEGETABLES

- › Vegetables can be fresh, frozen or canned, or prepared from dry/dehydrated.
- › For leafy greens, 1 cup counts as 1/2 cup of vegetables.
- › All juice must be 100% juice.
- › The menu must be planned so that no more than 50% of the vegetables selected by the student over the week can be in the form of juice.

## Must meet Weekly Vegetable Subgroups at Lunch for each Grade Group served:

- › Dark Green (DG)
- › Red/Orange (R/O)
- › Beans/Peas (B/P)  
(includes legumes and lei)
- › Starchy (S)
- › Other (O)

*Remember: Offer a variety of daily choices from hot and cold foods. Why not offer Florida produce? Local produce is fresher, tastier and seasonally diverse. Look for the "Fresh From Florida" label.*



# VEGETABLES

Grade Group	Daily Minimum	Weekly Minimum
K-5	Lunch: 3/4 cup	Lunch: 3 3/4 cups
6-8	Lunch: 3/4 cup	Lunch: 3 3/4 cups
9-12	Lunch: 1 cup	Lunch: 5 cups

*Students must select a minimum of 1/2 cup of fruit or vegetable for all reimbursable school meals under Offer vs. Serve.*

*Idea: Talk to the teachers in your school about integrating the fresh Florida produce you're featuring into their lessons and activities.*



## Weekly Subgroup Portions:

### Grades K-5 & 6-8

DG	1/2 cup
R/O	<b>3/4 cup</b>
B/P	1/2 cup
S	1/2 cup
O	<b>1/2 cup</b>

### Grades 9-12

DG	1/2 cup
R/O	<b>1 1/4 cups</b>
B/P	1/2 cup
S	1/2 cup
O	<b>3/4 cup</b>

*To reach the weekly total vegetable requirement, an additional 1 cup of vegetables from any subgroup must be offered each week for grades K-8. Grades 9-12 must be offered an additional 1 1/2 cups of vegetables each week.*

# VEGETABLES

## DARK GREEN SUBGROUP

*Look for Fresh From Florida products! (Bolded)*

Bok Choy (Chinese Cabbage)

**Broccoli**

**Collard Greens**

**Dark Green Leafy Lettuce**

**Escarole Lettuce**

**Kale**

Mesclun

**Mustard Greens**

**Romaine Lettuce**

**Spinach**

**Turnip Greens**

Watercress



*Your job is very important! You are making a difference in students' lives.*

# VEGETABLES

## RED/ORANGE SUBGROUP

Look for Fresh From Florida products! (Bolded)

**Carrots**

**Pumpkin**

**Red & Orange Peppers**

Sweet Potatoes  
(Includes mashed & fries)

**Tomatoes**

(Includes tomato juice, tomato sauce & salsa)

Winter Squash (Acorn, Butternut, Hubbard)



*Remember: Wash fruits and vegetables with cold water in dedicated produce sink. Warm water facilitates easy bacterial growth and wilts leafy vegetables.*

# VEGETABLES

## BEANS/PEAS SUBGROUP

Black, Red & White Beans

Black-Eyed Peas  
(Mature, from dry, higher protein)

Garbanzo Beans (Chickpeas)

Kidney Beans

Lentils

Navy Beans

Pinto Beans

Refried Beans

Soy Beans (Edamame)

Split Peas

*Remember: Mature beans, peas and lentils are excellent sources of plant protein and can be considered part of the Protein Foods Group.*



# VEGETABLES

## STARCHY SUBGROUP

Look for Fresh From Florida products! (Bolded)

Cassava

**Corn** (canned, fresh, frozen)

Corn Hominy (canned, drained)

Green Bananas

Peas (Green, sweet, early)

Lima Beans

(Immature, higher sugar, lower protein)

### Plantains

**Potatoes** (Includes mashed & fries)

Taro

Water Chestnuts

Cowpeas, Field Peas, or Black-Eyed Peas

(Immature, higher sugar, lower protein)



*Remember: Rice is "starchy", but it is not a starchy vegetable. Rice is part of the Grains Food Group.*

# VEGETABLES

## OTHER SUBGROUP

Look for Fresh From Florida products! (Bolded)

Artichokes

**Green Peppers**

Asparagus

**Iceberg (Head) Lettuce**

**Avocado**

**Mushrooms**

Bean Sprouts

**Okra**

Beets

**Onions**

Brussels Sprouts

Parsnips

**Cabbage**

**Radish**

**Cauliflower**

**Turnips**

**Celery**

Wax Beans

**Cucumbers**

**Yellow Squash**

**Eggplant**

**Zucchini**

**Green Beans**

*Remember: Green beans are dark green in color, but they belong to the Other Vegetables Subgroup.*



# GRAINS/BREADS

- At least 80% of the grains offered in NSLP/SBP must be whole grain rich (WGR) beginning July 1, 2022. All remaining grains served must be at least enriched.
- Confirm whole grain (WG) content of purchased grains: check ingredient labels for the first grain listed has “whole” listed before the grain (i.e., whole ground corn, whole wheat flour, whole grain grits). Any remaining grains must be enriched to qualify for WGR (50% WG per item). If no enriched grain is listed after the WG flour or meal, the item is WG (e.g., 100% whole grain).
- Offer other whole grains: oatmeal, brown rice, brown rice flour, wild rice, dried hominy corn grits, corn masa, corn flour, cornmeal, and related products made from nixtamalized corn (whole field corn treated with lime).
- Offer ready-to-eat (cold) cereals: cereals must be 100% whole grain; or have a primary grain that is whole grain + the cereal is fortified.

Grade Group	Daily Minimum	Weekly Minimum
K-5	Breakfast: 1 oz eq Lunch: 1 oz eq	Breakfast: 7 oz eq Lunch: 8 oz eq
6-8	Breakfast: 1 oz eq Lunch: 1 oz eq	Breakfast: 8 oz eq Lunch: 8 oz eq
9-12	Breakfast: 1 oz eq Lunch: 2 oz eq	Breakfast: 9 oz eq Lunch: 10 oz eq

*oz eq = ounce equivalent*

# MEAT/MEAT ALTERNATES

- Includes cooked meats, fish and poultry.
- Cheese, eggs, seeds/nuts and seed/nut butters, regular and soy yogurts and mature/dried beans served as meat alternates.



*Tip: Plan and offer additional menu variety from meat alternate items – a 1 ounce portion of natural cheese or 1/4 cup shredded cheese, 1 oz sunflower kernels or peanut butter, and 4 ounces of yogurt count as 1 oz eq of meat alternate. Offer low fat, reduced sodium cheeses when possible.*

Grade Group	Daily Minimum	Weekly Minimum
K-5	Lunch: 1 oz eq	Lunch: 8 oz eq
6-8	Lunch: 1 oz eq	Lunch: 9 oz eq
9-12	Lunch: <b>2 oz eq</b>	Lunch: 10 oz eq

*While there is no separate requirement to offer a meat/meat alternate component in the SBP, menu planners may plan breakfast menus that substitute 1 oz eq of grains with 1 oz eq of a meat/meat alternate after the first 1 oz eq of grains requirement is offered. Refer to the USDA Food Buying Guide and/or CN Label or manufacturer product formulation statements for additional crediting information of meat/ meat alternates.*

# MILK

- Fluid milk must be fat free or low-fat 1%, flavored or unflavored.
- Unflavored milk must be offered at each meal service.
- A minimum of two choices must be offered at breakfast and lunch.
- Minimum portion for all grades: 1 cup per day/5 cups per week at breakfast and lunch.
- Includes ultra-high temperature (UHT) shelf-stable and lactose free milks.

*Tips: Non-dairy milk substitutes may be offered if nutritionally equivalent to cow's milk. Refer to 7 CFR §210.10(d) (3) or contact your state agency for more information.*



# SMART SNACKS

*Smart Snacks in School / Competitive Food Rules*  
(Reference: 7 CFR 210.11, 5P-2.002 (2)(c))

The rules only apply to foods SOLD to students on the school campus\* during the school day\*\*. This includes foods sold by school foodservice, school stores, vending machines, student groups and clubs.



## General Nutrition Standards:

- Be a grain product that contains 50% or more whole grains by weight, or have a whole grain as the first ingredient; or
- Have as the first ingredient one of the non-grain major food groups: fruits, vegetables, dairy or protein foods; or
- Be a combination food that contains 1/4 cup or more of fruit and/or vegetable.
- If water is the first ingredient, the second ingredient must be one of the above.

\* *School campus is defined as all areas of the property under the school's jurisdiction accessible to students during the school day.*

\*\* *School day is defined as from midnight before until 30 minutes after the end of the school day.*

# SMART SNACKS

*Smart Snacks in School / Competitive Food Rules  
(Reference: 7 CFR 210.11, 5P-2.002 (2)(c))*

## NUTRIENT REQUIREMENTS:

### Calorie Limits:

- › Snack items: ≤ 200 calories
- › Entrée\* items: ≤ 350 calories

### Sodium limits:

- › Snack items: ≤ 200 mg
- › Entrée\* items: ≤ 480 mg

### Fat limits:

- › Total fat: ≤ 35% of calories
- › Saturated fat: < 10% of calories
- › Trans fat: zero grams



### Sugar limit:

- › ≤ 35% of weight from total sugar in foods

*\*Entrée items are comprised of either a combination food of meat or meat alternate and whole grain-rich food; a combination food of vegetable or fruit and meat or meat alternate; or some meat or meat alternate items alone.*

*Meat/grain entrée items are restricted unless sold by the food service program or granted an exemption in accordance with the state rule. (5P-2.002 (2)(c))*

*Entrée items served in school breakfast and/or lunch meals and sold as a la carte foods are exempt from all competitive food standards on the day they are served and the day after. (7 CFR 210.11)*

# SMART SNACKS

*Smart Snacks in School / Competitive Food Rules  
(Reference: 7 CFR 210.11, 5P-2.002 (2)(c))*

## Beverage Options:

Beverages	Elementary	Middle	High
Plain water	Unlimited	Unlimited	Unlimited
FF Flavored or Unflavored	8 fl. oz.	12 fl.oz.	12 fl. oz.
Low Fat (1%) Flavored or Unflavored	8 fl. oz.	12 fl.oz.	12 fl. oz.
100% fruit or vegetable juice	8 fl. oz.	12 fl.oz.	12 fl. oz.
100% fruit or vegetable juice diluted with water but no added sweeteners	8 fl. oz.	12 fl.oz.	12 fl. oz.
Other flavored and/or carbonated beverages that are labeled to contain 5 calories or less per 8 fl. oz., or 10 calories or less per 20 fl. oz.	Not allowed	Not allowed	20 fl. oz.
Other flavored and/or carbonated beverages that are labeled to contain 40 calories or less per 8 fl. oz. or 60 calories or less per 12 fl. oz.	Not allowed	Not allowed	12 fl. oz.

*Idea: Add information to your school's website, school newsletter or other communications to let parents know about the healthy school environment.*

# FUNDRAISERS

## *School-Sponsored Fundraisers (5P-2.002 (2)(c))*



The school board and school have the discretion to allow exemptions from the Smart Snacks standards and meat/grain entrée restriction for conducting infrequent, food-based fundraisers.

State-defined exempted fundraiser limits per school year:

- › Elementary schools – 5 days
- › Middle/junior high schools – 10 days
- › Senior high schools – 15 days
- › Combination schools – 10 days
- › Approved food-based fundraisers may not occur until 30 minutes after the end of the last lunch period.
- › Unapproved food-based fundraisers may not occur until 30 minutes after the end of the scheduled school day.

As a Best Practice, all schools are encouraged to establish Healthy Schools Teams to monitor compliance to the local school wellness policy and competitive food rules to help ensure a healthy school environment.

***Contact the state agency for additional fundraising ideas.***

*Remember: On-campus vending machines are not considered a fundraiser, but vended foods and beverages are subject to Smart Snacks in Schools Nutrition Standards.*

# SCOOPS (DISHERS)

Standard Portion		
Size/No. <sup>1</sup>	Level Measure	Color Code <sup>2</sup>
6	2/3 cup	
8	1/2 cup	
10	3/8 cup	
12	1/3 cup	
16	1/4 cup	
20	3 1/3 Tbsp	
24	3 2/3 Tbsp	
30	2 Tbsp	
40	1 2/3 Tbsp	
50	3 3/4 tsp	
60	3 1/4 tsp	
70	2 3/4 tsp	
100	2 tsp	



<sup>1</sup> Scoops are left or right hand or squeeze type that can be used for both hands. Number of the scoop indicates how many level scoopfuls make one quart. For example, eight No. 8 scoops = 1 quart.

<sup>2</sup> Use colored dots matching the brand-specific color coding of scoop sizes.

# LADLES/POROTION SERVERS

Ladle fl oz	Approximate Measure	Portion Server fl oz
1 oz	1/8 cup	1 oz
2 oz	1/4 cup	2 oz
3 oz	3/8 cup	3 oz
4 oz	1/2 cup	4 oz
6 oz	3/4 cup	6 oz
8 oz	1 cup	8 oz
12 oz	1 1/2 cups	---




Ladles and portion servers (measuring/serving spoons that are volume-standardized) are labeled as ounces. However, fluid ounces would be more accurate since they measure volume and not weight.

Use ladles for serving soups, stews, creamed dishes, sauces, gravies and other liquid products.

Use portion servers (solid or perforated) for portioning solids and semi-solids such as fruits and vegetables.



# STEAMTABLE PANS

Pan Size	Approx. Capacity	Serving Size	Ladle (fl oz)	Scoop #	Approx. # Servings
12" x 20" x 2 1/2" 	2 gallons	1/2 cup	4 oz	8	64
		3/8 cup	3 oz	10	80
		1/3 cup	2.65 oz	12	96
		1/4 cup	2 oz	16	128
12" x 20" x 4" 	3-1.2 gallons	1/2 cup	4 oz	8	112
		3/8 cup	3 oz	10	135
		1/3 cup	2.65 oz	12	168
		1/4 cup	2 oz	16	224
12" x 20" x 6" 	5 gallons	1/2 cup	4 oz	8	160
		3/8 cup	3 oz	10	200
		1/3 cup	2.65 oz	12	240
		1/4 cup	2 oz	16	320

# FOOD SAFETY TIPS

1. Require hand washing when starting new food preparation activity, after restroom use, sneezing, coughing or after performing any cleaning activity.
2. Keep hot foods hot (above 135 °F) and cold foods cold (below 41 °F).
3. Store chemicals away from food and food-related supplies.
4. Do not keep food in the “danger zone” (between 41 °F and 135 °F) for more than 4 hours.
5. Handle food with utensils; clean, gloved hands; or clean hands. (Bare hand contact with food during preparation should be limited and ready-to-eat foods is prohibited.)
6. Keep cleaning cloths in sanitizing solution when not in use. Use clean water, free of grease and food particles for ware washing.
7. Cool rapidly by storing food in small batches.
8. Don't rely on food's appearance for "doneness". Use only a calibrated and sanitized stemmed thermometer when taking internal temperatures of foods.
9. Reheat leftover foods to 165 °F. Transfer reheated food to hot-holding equipment only when the food reaches the proper temperature.



# COOKING TEMPS

## HOLD ALL HOT FOOD AT 135°F OR ABOVE

### 165 °F for 15 seconds

- Poultry (chicken, turkey, duck, goose) whole, parts or ground
- Soups, stews, stuffings, casseroles, mixed dishes
- Stuffed meat, poultry, fish and pasta
- Food, covered, cooked in microwave oven (hold covered 2 minutes after removal)
- Leftovers (to reheat)



### 155 °F for 15 seconds

- Hamburger, meatloaf and other ground meats, injected meats, ground fish\*
- Fresh shell eggs (cooked and held for service, such as scrambled eggs)\*

### 145 °F for 15 seconds

- Beef, corned beef, pork, ham roasts (hold 4 minutes)\*
- Beef, intact steaks (surfaces)
- Lamb, veal, pork steaks or chops
- Fish, shellfish
- Fresh shell eggs (broken, cooked and served immediately)

### 140 °F for 15 seconds

- Ready to eat, commercially processed ham, other roasts

*\*For alternative times and temperatures,  
refer to the FDA Food Code 2013 at [fda.gov](http://fda.gov).*

# STORAGE TEMPS

## MONITOR AND DOCUMENT TEMPERATURES IN ALL STORAGE AREAS DAILY

### **Dry**

Recommended ambient temperature of 80°F or less

*(canned fruits, vegetables, juices and meats)*

### **Special Dry**

50°F to 70°F

*(pasta, rice, beans, nuts, oil and powdered milk/eggs)*

### **Refrigerator/Cooler**

35°F to 41°F

*(chilled dairy/cheese, fresh fruits and vegetables)*

### **Freezer**

-10°F to 0°F

*(frozen meats, fruits, vegetables and egg products)*



*Remember: Report equipment concerns to management. Request work orders as needed.*

# MEAL ACCOMMODATIONS

## MEAL MODIFICATIONS FOR CHILDREN WITH DISABILITIES

### Requirements for Meal Modifications

Regulations require meals served to children comply with the meal pattern(s) for each age/grade group served and meals meet weekly nutrition standards.

However, food substitutions and other reasonable meal modifications may be necessary to meet the dietary and disability needs of children who:

- › qualify as having a disability under any of the federal nondiscrimination laws;
- › are eligible for special education services under the Individuals with Disabilities Education Act (IDEA); or
- › do not qualify as having a disability under any of the federal nondiscrimination laws but have other special dietary needs.

Many meal modifications can be met within the meal patterns. Other meal modifications to meet students with disabilities needs may not fall within the meal pattern requirements but are eligible for reimbursement when the modified meals are served in recognition of a **Medical Statement for Meal Modifications** being on file.

# MEAL ACCOMMODATIONS

## **Possible Meal Modification Examples:**

- Food restrictions/items to avoid (e.g. allergies, “sugary foods”, pork, aversions for autism)
- Substitutions (i.e. non-dairy beverages for milk)
- Texture changes (e.g. pureed, ground, chopped or thickened)
- Increased or decreased portions for diabetes, weight gain/loss.
- Tube feedings and liquid diets

Children with disabilities must be able to participate in and receive benefits from the programs available to children without disabilities.

## **Disability Accommodations May Require:**

- Wheelchair accessible tables and other equipment
- Adaptive self-feeding utensils, suction plates, etc.
- Additional food prep or meal service equipment
- Separate or designated storage and/ or preparation areas, surfaces and/or utensils
- Additional/specific training and capability



# MEAL ACCOMMODATIONS

## RECEIVING REQUESTS

### **Recognized Disability Requests:**

Obtain a completed and signed **Medical Statement for Meal Modifications** from parent/guardian that contains:

- › An explanation of how the physical or mental disability restricts the child's diet
- › An explanation of how the child's disability must be accommodated
- › The food or foods to be omitted from the child's diet, and the recommended alternatives for a modified meal
- › A signature from a licensed physician (M.D., D.O.), physician's assistant (PA) or nurse practitioner (APRN)

### **Non-Disability Requests (e.g. ethnic, cultural or religious practices, personal beliefs):**

- › Not a requirement to accommodate but is encouraged
- › Accommodations may help with program participation
- › Modifications must fall within meal pattern (e.g., non-dairy beverage equivalent to milk offered to all students)

# MEAL ACCOMMODATIONS

## General Meal Modification Reminders:

- › Secure and maintain all documentation and notes of conversations with parent/guardian
- › Do request additional information and clarification of vague or incomplete requests
- › Don't delay acting on a modification request. Be proactive in requesting additional information and clarification
- › Medical Statements do not have to be updated unless there is a change in dietary restriction and should be "cancelled" by the parent/guardian if no longer needed



# FOOD ALLERGIES

A food allergy is a hypersensitivity from an abnormal response of the body's immune system to food (usually a protein) or food additives that the body would otherwise consider harmless.

*A food allergy does not need to be life-threatening or cause anaphylaxis (closing of the airway) to be considered a disability.*

- › A non-life-threatening food allergy may be considered a disability and require a meal modification if it impacts a major bodily function or impacts a life activity (i.e. digestion, breathing) or has a bodily immune response and/or skin rash.
- › Schools must provide children with a safe meal and a safe environment to consume meals. School personnel must ensure that modified meals for a student with an allergen meet prescribed guidelines and are free of ingredients suspected of causing an allergic reaction.



# FOOD ALLERGIES

## Food Allergy Reminders:

- Develop and implement processes to help ensure all food allergies have been recognized, children with known allergies are easily identified and staff has been trained accordingly.
- No food item offered to the child may contain any traces of the food(s) that may trigger an allergic reaction.
- Check all food labels and/or product specifications for allergens prior to meal preparation. Check with the manufacturer for current labels and allergen information. If there is any doubt, do not serve the item.
- Ensure there is no cross contact during storage or preparation and appropriate cleaning techniques have been used.
- Use separate food preparation area(s) with dedicated utensils.



# FOOD ALLERGIES

## Reading Ingredient Labels

- For packaged foods, look for the name of the allergen in the ingredients listing including each packaged food item used in recipes.
- Look for these **nine Common/Major Food Allergens**: *Peanuts, milk, eggs, wheat, soy, tree nuts, fish, crustacean shellfish and sesame. Also look for any ingredient containing protein derived from one of these nine allergens.*
- Look for statements such as “may contain (allergen)”, “contains (allergen)”, “produced on shared equipment with (allergen)” or “produced in a plant that uses (allergen) in other products”.

### **Example:**

**Ingredients:** *Enriched flour (**wheat** flour, niacin, iron), whey (**milk**), ovalbumin (**eggs**), vanilla, salt, leavening, lecithin (**soy**)*

**May Contain:** **Peanuts**

# FOOD ALLERGIES

## **Managing Allergy Tips:**

- Use proper storage, preparation and cleaning techniques to prevent exposure to allergens through cross contact.
- Work with the 504/IEP Teams to develop any needed food allergy management plans for the daily allergy management for individual children.
- Work with the household to see what foods the student typically eats to create a menu that is more acceptable and pleasing for the school and student.
- Always exercise caution. If a food's ingredients are unclear or unknown, schools should not serve the food to children who are at risk for allergic reactions.

## **Additional Allergy Best Practices:**

- Look to expand menu item variety from foods with lesser-known sources of allergens such as fresh, canned and frozen fruits and vegetables, rice and rice-based cereals and grains, non-dairy milk beverages that are nutritionally equivalent to milk, etc. The additional variety can help students identify and select items permitted by their diet/eating plan.
- As much as possible, create a week's worth of menus, such as a peanut-free menu, and rotate that menu each week.
- Prepare a separate meal from scratch using ingredients allowed on the special diet, rather than serving a meal using processed foods.

## Division of Food, Nutrition and Wellness

600 S. Calhoun Street | Tallahassee, FL 32399

1 (800) 504-6609 | [FDACS.gov](http://FDACS.gov)

*Revised 10/2022*

NSLP/SBP

*This institution is an equal opportunity provider.*



**Florida Department of Agriculture  
and Consumer Services**

**Exhibit A: Grain Requirements For Child Nutrition Programs<sup>1,2</sup>**

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Food Products per Group	Ounce Equivalent (oz eq)	Minimum Serving Size
<b>Group A</b>	<b>Ounce Equivalent (oz eq) for Group A</b>	<b>Minimum Serving Size for Group A</b>
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) <i>Note: weights apply to bread in stuffing</i>	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
<b>Group B</b>	<b>Ounce Equivalent (oz eq) for Group B</b>	<b>Minimum Serving Size for Group B</b>
Bagels Batter type coating Biscuits Breads - all (for example sliced, French, Italian) Buns (hamburger and hot dog) Sweet Crackers <sup>5</sup> (graham crackers - all shapes, animal crackers) Egg roll skins English muffins Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortilla chips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz
<b>Group C</b>	<b>Ounce Equivalent (oz eq) for Group C</b>	<b>Minimum Serving Size for Group C</b>
Cookies <sup>3</sup> (plain - includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies <sup>3</sup> , cobbler <sup>3</sup> , fruit turnovers <sup>4</sup> , and meats/meat alternate pies) Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
<b>Group D</b>	<b>Ounce Equivalent (oz eq) for Group D</b>	<b>Minimum Serving Size for Group D</b>
Doughnuts <sup>4</sup> (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars <sup>4</sup> (plain) Muffins (all, except corn) Sweet roll <sup>4</sup> (unfrosted) Toaster pastry <sup>4</sup> (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz

<sup>1</sup> In the NSLP and SBP (grades K-12), at least eighty percent of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grains serving per day must meet whole grain-rich criteria.

<sup>2</sup> For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

<sup>3</sup> Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count toward the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

<sup>4</sup> Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count toward the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count toward the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

<sup>5</sup> Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

<b>Group E</b>	<b>Ounce Equivalent (oz eq) for Group E</b>	<b>Minimum Serving Size for Group E</b>
Cereal bars, breakfast bars, granola bars <sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces) Cookies <sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts <sup>4</sup> (cake and yeast raised, frosted or glazed) French toast Sweet rolls <sup>4</sup> (frosted) Toaster pastry <sup>4</sup> (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
<b>Group F</b>	<b>Ounce Equivalent (oz eq) for Group F</b>	<b>Minimum Serving Size for Group F</b>
Cake <sup>3</sup> (plain, unfrosted) Coffee cake <sup>4</sup>	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz
<b>Group G</b>	<b>Ounce Equivalent (oz eq) for Group G</b>	<b>Minimum Serving Size for Group G</b>
Brownies <sup>3</sup> (plain) Cake <sup>3</sup> (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
<b>Group H</b>	<b>Ounce Equivalent (oz eq) for Group H</b>	<b>Minimum Serving Size for Group H</b>
Cereal Grains (barley, quinoa, etc.) Breakfast cereals (cooked) <sup>6,7</sup> Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
<b>Group I</b>	<b>Ounce Equivalent (oz eq) for Group I</b>	<b>Minimum Serving Size for Group I</b>
Ready to eat breakfast cereal (cold, dry) <sup>6,7</sup>	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

- <sup>3</sup> Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count toward the grains component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.
- <sup>4</sup> Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count toward the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count toward the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.
- <sup>6</sup> Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.
- <sup>7</sup> In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.



# ED-23-01 - Food Service Management Company (FSMC) – Charter School (NSLP) & EDC Programs



City of Pembrokeshire Pines [Back to list](#)

## Project Details

**Project:** Food Service Management Company (FSMC) – Charter School (NSLP) & EDC Programs

May 2023

[prev](#) [next](#)

**Ref. #:** ED-23-01

**Type:** RFP

**Status:** CLOSED

**Open Date:** Apr 27th 2023, 5:00 PM EDT

**Intent to Bid Due Date:** May 23rd 2023, 2:00 PM EDT

**Questions Due Date:** May 14th 2023, 11:30 PM EDT

**Contact Information:** Procurement Department, 954-518-9020

**Close Date:** May 23rd 2023, 2:00 PM EDT

**Days Left:** Submissions are now closed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30 OPEN	1	2	3	4	5	6
7 OPEN	8	9 9a...	10	11	12	13
14 OPEN	15	16	17	18	19	20
21 OPEN	22	23	24	25	26	27
28	29	30	31	1	2	3

### Project Description:

The City of Pembrokeshire Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Food Management Services for the City of Pembrokeshire Pines Charter Schools and Early Development Centers in accordance with the terms, conditions, and specifications contained in this solicitation. The Charter Schools and Early Development Centers should be considered two separate programs as they follow different guidelines and have different funding requirements.

The Sponsor is equipped as on-site holding/warming facility only and does not intend to change this approach to any of food service for students and faculty.



[Navigation](#)

**Important Events:**


Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Apr 27th 2023, 5:00 PM EDT	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.	Site visits to the Central Kitchen and School Sites will follow the meeting.	May 9th 2023, 9:00 AM EDT	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	May 14th 2023, 11:30 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	May 23rd 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	May 23rd 2023, 2:00 PM EDT	Yes

**Commodity Codes:**

US\_NAICS\_2017 6111 **Elementary and Secondary Schools**  
 US\_NAICS\_2017 61111 **Elementary and Secondary Schools**  
 US\_NAICS\_2017 611110 **Elementary and Secondary Schools**  
 US\_NAICS\_2017 62421 **Community Food Services**  
 US\_NAICS\_2017 624210 **Community Food Services**  
 US\_NAICS\_2017 72 **Accommodation and Food Services**  
 US\_NAICS\_2017 7223 **Special Food Services**  
 US\_NAICS\_2017 72231 **Food Service Contractors**  
 US\_NAICS\_2017 722310 **Food Service Contractors**  
 US\_NAICS\_2017 722511 **Full-Service Restaurants**  
 US\_NAICS\_2017 722513 **Limited-Service Restaurants**

**Supporting Documentation:**



File	Type	Description	Date Created	Actions
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Mar 24th 2022, 1:40 PM EDT	<input type="button" value="Download"/>
ED-23-01 Questions Answers (Part 2).pdf	Other	Document - Questions & Answers (Part 2)	May 18th 2023, 11:07 PM EDT	<input type="button" value="Download"/>
Questions	Other	Document - Questions & Answers	May 18th 2023, 7:04 PM EDT	<input type="button" value="Download"/>



Charter School Site  
Information List.pdf

EDT

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Exhibit B - Sample 21 Day  
Cycle Breakfast and Lunch  
Menus for K-12.pdf

Documentation Exhibit B

Apr 27th 2023, 8:04 AM  
EDT

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Exhibit C - Menu Planning &  
Meal Pattern Chart for NSLP &  
SBP.pdf

Documentation Exhibit C

Apr 27th 2023, 8:05 AM  
EDT

Download

Exhibit D - Equipment List for  
Charter Schools and the  
Central Kitchen.pdf

Documentation Exhibit D

Apr 27th 2023, 8:05 AM  
EDT

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Exhibit E - Pembrooke Pines  
EDC Site Information List.pdf

Documentation Exhibit E

Apr 27th 2023, 8:06 AM  
EDT

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Exhibit F - CACFP Child Meal  
Pattern Guidelines for Early  
Development Centers.pdf

Documentation Exhibit F

Apr 27th 2023, 8:06 AM  
EDT

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Exhibit G - Equipment List for  
Early Development  
Centers.pdf

Documentation Exhibit G

Apr 27th 2023, 8:06 AM  
EDT

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Exhibit H - Current Vehicle  
Listing.pdf

Documentation Exhibit H

Apr 27th 2023, 8:07 AM  
EDT

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Exhibit I - Designation of  
Program Expense.pdf

Documentation Exhibit I

Apr 27th 2023, 8:07 AM  
EDT

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Exhibit J - Estimated Annual  
Meal Equivalents for Charter  
Schools.pdf

Documentation Exhibit J

Apr 27th 2023, 8:07 AM  
EDT

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Exhibit K - Estimated Annual  
EDC Meals.pdf

Documentation Exhibit K

Apr 27th 2023, 8:08 AM  
EDT

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Exhibit L - FSMC Monitoring  
Tool Form.pdf

Documentation Exhibit L

Apr 27th 2023, 8:10 AM  
EDT

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Exhibit M - USDA Form AD-  
1048 - Certification Regarding  
Debarment, Suspension,  
Ineligibility and Voluntary  
Exclusion.pdf

Documentation Exhibit M

Apr 27th 2023, 8:10 AM  
EDT

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Exhibit N - 2022-23 Broward  
County School Calendar.pdf

Documentation Exhibit N

Apr 27th 2023, 8:10 AM  
EDT

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Exhibit O - 2023-24 Broward  
County School Calendar  
Synopsis.pdf

Documentation Exhibit O

Apr 27th 2023, 8:10 AM  
EDT

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[Skip Top Navigation](#) P and SBP  
Meal Pattern Pocket Guide  
(Revised 10-2022).pdf

Documentation Exhibit P

Apr 27th 2023, 8:11 AM  
EDT

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<b>Exhibit Q - USDA's Exhibit A - Grain Requirements for Child Nutrition Programs.pdf</b>	Documentation	Exhibit Q	Apr 27th 2023, 8:13 AM EDT	<a href="#">Download</a>
<b>Exhibit QA1.pdf</b>	Other	Document - Questions & Answers	May 18th 2023, 7:04 PM EDT	<a href="#">Download</a>
<b>Non-Collusive Affidavit.pdf</b>	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	<a href="#">Download</a>
<b>Pre-Bid Meeting Sign-In Sheet.pdf</b>	Other	Document - Pre-Bid Meeting Sign-In Sheet	May 9th 2023, 4:43 PM EDT	<a href="#">Download</a>
<b>RFP # ED-23-01 Food Service Management Company.pdf</b>	Documentation	1) RFP	Apr 27th 2023, 3:45 PM EDT	<a href="#">Download</a>
<b>Specimen Contract - Contractual Services Agreement (Federal).pdf</b>	Documentation	Attachment B	Apr 27th 2023, 8:13 AM EDT	<a href="#">Download</a>
<b>Submission Instructions - ED-23-01.pdf</b>	Other	General Bonfire Submission Instructions	Apr 27th 2023, 3:19 PM EDT	<a href="#">Download</a>

#### Requested Information:

Listed below are the documents and information needed to complete your submission:

#### Pricing Sheet / Bid Tables

Name	Type	# Files	Requirement	Instructions	Actions
<b>Pricing Sheet (BT-37BF)</b>	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	<a href="#">Download</a>

#### Questionnaires

Name	Type	# Files	Requirement	Instructions	Actions
<b>Proposal Submission (Q-09HM)</b>	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<a href="#">Download</a>

#### Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
<b>Non-Collusive Affidavit</b>	File Type: PDF (.pdf)	1	REQUIRED		
<b>Emergency Disaster Plan</b>	File Type: PDF (.pdf)	Multiple	REQUIRED		
<b>Food Specifications</b>	File Type: PDF (.pdf)	Multiple	REQUIRED		



<b>Nonexpendable Equipment</b>	File Type: PDF (.pdf)	Multiple	REQUIRED
<b>Proposed Schedule of Employees, Positions, Assigned Locations, Hours of Work, Wages and Benefits</b>	File Type: PDF (.pdf)	Multiple	REQUIRED

**Optional Documentation**

Name	Type	# Files	Requirement	Instructions	Actions
<b>Trade Secrets</b>	File Type: PDF (.pdf)	Multiple	OPTIONAL		
<b>Financial Statements</b>	File Type: PDF (.pdf)	Multiple	OPTIONAL		
<b>Additional Information</b>	File Type: PDF (.pdf)	Multiple	OPTIONAL		

**Document Takers**

Vendors	# Files	Actions
BidNet	<u>22</u>	<a href="#">View</a>
Cambridge LTD	<u>221</u>	<a href="#">View</a>
Chartwells	<u>40</u>	<a href="#">View</a>
Compass Group USA/Canteen	<u>1</u>	<a href="#">View</a>
Genuine Foods	<u>23</u>	<a href="#">View</a>
GRL INVESTMENT GROUP LLC.	<u>55</u>	<a href="#">View</a>
North America Procurement Council Inc., PBC	<u>26</u>	<a href="#">View</a>
Onvia, Inc	<u>27</u>	<a href="#">View</a>
Sanford Federal, inc dba FAR Group	<u>8</u>	<a href="#">View</a>
SLA Management	<u>28</u>	<a href="#">View</a>
Sodexo America	<u>22</u>	<a href="#">View</a>
Trintity Services Group	<u>1</u>	<a href="#">View</a>
VISUAL	<u>1</u>	<a href="#">View</a>



[view](#)

### Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
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No data available in table

### Messages

[Public Notices \(3\\*\)](#)

[Vendor Discussions \(1\\*\)](#)

#### Search

**Mark Gomes**



**Questions & Answers (Part 2)**

Please find the answer to the remaining question that was asked.

11:07 PM

**Irene Munarriz**



**Questions & Answers**

Please find the questions & answers attached, along with an Exhibit QA1 referenced in the Q&A document.

7:04 PM

**Irene Munarriz**



**Pre-Bid Meeting Sign-In Sheet**

Please find attached the sign-in sheet for the pre-bid meeting that took place on May 9, 2023 at 9 AM.

4:43 PM



**Submissions and Subcontracting**

This project is not open for proposal submissions at this time.

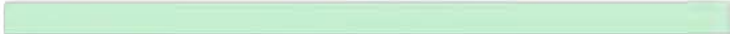


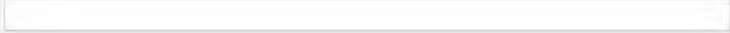





## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

**Question 1)** In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

**Answer:** Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

### Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
<b>Total</b>	<b>132</b>	<b>10.61%</b>	



**Question 2)** We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

**Answer:** The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

### Question Set 6: Vendor Registration Checklist

#### Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
<b>Equal Benefits Certification Form</b>			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
<b>E-Verify System Certification Statement</b>			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
<b>Scrutinized Company Certification</b>			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>11 Questions</b>		<b>81.82% Complete</b>	



## Questions & Answers

### **Question 1)**

Can you please confirm what the Free & Reduced rates are for each of your schools?

**Answer:** As of May 2023, the Free and Reduced Student Participation Rate - East Elem. 54.1%, Central Elem. 41.6%, West Elem. 26.7%, FSU Elem. 38.6%, West Middle 34.2%, Central Middle 40.6%, and AV Middle and High 30.9%

### **Question 2)**

Can you please provide current contracted rates for each meal serviced?

**Answer:** The current rate for contracted meals is \$3.4445 per meal, Commission is reviewing potentially increasing the rate by \$0.29 per lunch meal due to a surge in inflation (has not been approved as of yet).

### **Question 3)**

Can you please provide a recap for each site, including the central kitchen, how many people the current FSMC has on staff as well as their daily hours?

**Answer:** See attached Exhibit - QA1

### **Question 4)**

Exhibit J references total # of meals through Jan. 23; can you please confirm how many service days for each school each total refers to?

**Answer:** From the start of school till January 31,2023 there were 94 serving days.



**Question 5)**

Exhibit D references equipment at each facility; can you please confirm which items on the list are on order vs. which items are currently available today? I understand that you have some items that have been ordered but you are still awaiting delivery on, and not sure if these are included on this list?

**Answer:** The list only includes equipment available today.

**Question 6)**

For each site, can you please confirm how many serving lines are currently being run?

**Answer:**

East Elementary: 1 serving line

West Elementary: 1 serving line

Central Elementary/Middle: 2 serving lines- (same lines for elementary and middle just served at different times

West Middle- 2 serving lines

Academic Village- 4 serving lines

FSU Elementary- 1 serving line

**Question 7)**

For each site, can you please advise how many POS stations there are for each serving area?

**Answer:**

East Elementary: 1 POS

West Elementary: 1 POS

Central Elementary/Middle: 4 POS - (currently same POS for elementary and middle just served at different times

West Middle- 2 POS

Academic Village- 6 POS

FSU Elementary- 1 POS

School Site	Position	Hours/day
Academic Village	Unit Supervisor	8
Academic Village	Lead Cashier	8
Academic Village	Cook 1	8
Academic Village	Cook 2	8
Academic Village	Cashier 1	8
Academic Village	Cashier 2	8
Academic Village	Cashier 3	6
Academic Village	Cashier 4	6
Academic Village	Cashier 5	5
Academic Village	Cashier 6	5
Academic Village	Food Server 1	8
Academic Village	Food Server 2	8
Academic Village	Food Server 3	5
Academic Village	Food Server 4	5
West Middle	Unit Supervisor	8
West Middle	Cashier 1	8
West Middle	Cashier 2	5
West Middle	Food Server 1	8
West Middle	Food Server 2	6
West Elementary	Unit Supervisor	8
West Elementary	Cashier 1	8
West Elementary	Food Server 1	8
West Elementary	Food Server 2	5
FSU Elementary	Unit Supervisor	8
FSU Elementary	Cashier 1	7
FSU Elementary	Food Server 1	7
FSU Elementary	Food Server 2	5
East Elementary	Unit Supervisor	8
East Elementary	Cashier 1	7
East Elementary	Food Server 1	7
East Elementary	Food Server 2	5
Central Middle	Unit Supervisor	8
Central Middle	Lead Cashier	7
Central Middle	Lead Cook	8
Central Middle	Cashier 1	7
Central Middle	Cashier 2	7
Central Elementary	Cashier 3	7
Central Elementary	Food Server 1	5
Central Elementary	Food Server 2	5
Central Elementary	Food Server 3	5
Central Elementary	Food Server 4	5
Foreman Center	Unit Supervisor	8
Foreman Center	Lead Cook	8
Foreman Center	Cook 2	7
Foreman Center	Dishwasher/Utility	5
Foreman Center	Driver 1	5
Foreman Center	Driver 2	5
Foreman Center	Admin	7



## Questions & Answers (Part 2)

### **Question 8)**

Exhibit B does not meet all of the requirements you have outlined starting on page 37 of the RFP; I just want to make sure that the intent is that Exhibit B is just an example of a menu, but that the FSMC bidding should provide a proposed 21-day menu?

**Answer:** Exhibit B is a "Sample 21 Day Cycle Breakfast and Lunch Menus for K-12" provided by FDACS (Florida Department of Agriculture and Consumer Services) as an example. The bidder shall provide a 21-day menu cycle which conforms to the requirements of the bid package and NSLP & SBP requirements. The proposed menu shall clearly indicate portion sizes of meal components and may follow a similar format shown in Exhibit B. In addition, the bidder shall include a description of all food items necessary to prepare the presented menu cycle and the descriptions shall be in sufficient detail for the SFA to determine the quality of food to be purchased under the contract. The 21-day menu and description of food items necessary to prepare the presented menu cycle shall be uploaded under the "Menu and Food Specifications" section on the Bonfire website.



## Public Notices

### Pre-Bid Meeting Sign-In Sheet

*May 09, 2023 4:43 PM EDT*

Please find attached the sign-in sheet for the pre-bid meeting that took place on May 9, 2023 at 9 AM.

### Questions & Answers

*May 18, 2023 7:04 PM EDT*

Please find the questions & answers attached, along with an Exhibit QA1 referenced in the Q&A document.


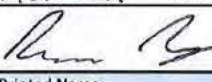

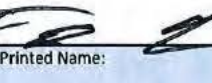
### Questions & Answers (Part 2)

*May 18, 2023 11:07 PM EDT*

Please find the answer to the remaining question that was asked.

ED-23-01 Food Service Management Company

Date: 5/9/2023 9 AM Meeting Location: 8300 S. Palm Drive, Pembroke Pines, FL 33025, Large Conference Room

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>Chartwells</u>	Representative Printed Name: <u>Javier Diaz</u>	E-mail: <u>javier.diaz@compass-usa.com</u>
	Address: <u>8400 W Cypress Dr. 33025</u>	Signature: 	Phone Number: <u>954-734-0934</u>
2)	Company Name: <u>Chartwells</u>	Representative Printed Name: <u>Marlon Alvarez</u>	E-mail: <u>marlon.alvarez@compass-usa.com</u>
	Address: <u>8400 W Cypress Dr 33025</u>	Signature: 	Phone Number: <u>646 907 4718</u>
3)	Company Name: <u>SLA Management</u>	Representative Printed Name: <u>Kristine Kinninger</u>	E-mail: <u>K.Kinninger@slamgmt.com</u>
	Address: <u>3217 Corrine Dr. Orlando FL 32803</u>	Signature: 	Phone Number: <u>630-981-4857</u>
4)	Company Name: <u>Greater Miami Citizens</u>	Representative Printed Name: <u>JOHN BUTLER</u>	E-mail: <u>Jrbutler500@gmail.com</u>
	Address: <u>4001 NW 31 Ave</u>	Signature: 	Phone Number: <u>786-757-5328</u>
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

# EXHIBIT D

## Responses

				Numeric	Text	
#	Item	Estimated Annual Qty. of Meal Equivalents	Fixed Price per Meal Equivalent	Vendor Notes	Total Cost	
2086444	#0-1 <b>Charter Schools</b>	807426.82	\$ 4.10	In an effort to maintain the quality of our menu and service, our price is consistent with the recently negotiated additional compensation of \$.29, which represents an 8.4% increase to the current rate. This increase addresses increased costs due to market wage adjustment, supply chain disruptions, vendor closures, product substitutions, increased transportation costs, and associated inflation. We are not looking for any additional increase or CPI for SY23/24. Moving forward with our partnership and the understanding from page 42 of the RFP, it is your recommendation that all FSMCs utilize a minimum starting rate of \$15.00/hour, the additional \$.38, above what we already agreed to, is solely attributed to the RFP recommended wage adjustment. Per section 1.3.3.19 of the RFP, Chartwells is open to further negotiations. In the event that the City of Pembroke Pines Charter would like to keep the rate down for the upcoming school year, we are happy to look at a starting rate of \$13.00/hr., which would lower the proposed FCPM to \$3.95.	\$ 3,310,449.96	
2086445	#0-2 <b>EDC - Regular Lunch</b>	18710	\$ 3.16	N/A	\$ 59,123.60	
2086447	#0-3 <b>EDC - Camp Lunch</b>	849	\$ 3.47	N/A	\$ 2,946.03	
					\$ 3,372,519.59	

**Question Set 1: Tab 1 - Experience and Ability**

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	-	Innovation, Excellence, Quality, and Trust. These are the hallmarks of a strong child nutrition partner, and for the past 21 years, they are the principles on which we have built the Chartwells team that serves Pembroke Pines Schools. We are grateful for the opportunity to continue our partnership. We come well-equipped with deep knowledge and unmatched experience of what success as a part of team Pembroke Pines requires.
1.0.2	Describe the size of your firm.	-	Chartwells serves more than 695 district partners across the country and 30 in the Southeast. We've been managing K-12 child nutrition programs for over 30 years. Backed by our parent company, Compass Group, we offer our partners the financial stability of a \$33 billion company.
1.0.3	Describe your firm's financial history, strength and stability.	-	Working with Chartwells gives you the peace of mind that you are backed by a strong, stable organization with the highest ethical and professional business practices. Our parent company, Compass Group PLC, is a \$33 billion strong organization, and we were again named the No. 1 food management company by Food Management magazine. Chartwells continuously outperforms the competition in growth and client retention. This stable financial backing gives Chartwells the tools it needs to lead your program to success through Access to Capital, Agility and Flexibility, and Consistent Industry Leading Support. Our success comes from continuously exceeding expectations. We do this by creating programs that are ethical, reliable, and transparent. Our teams are a diverse family of food and nutrition specialists dedicated to providing the best dining experience for our district partners. Chartwells manages its business with a "no surprises" philosophy based on open and honest communication. Our transparent financial platform clearly identifies all revenue streams, costs, and margins so we can collaborate with you on important decisions through an open book partnership. Regular reporting includes operational tools and resources, such as Business Reviews, Weekly Forecasting, Operating Reports, Internal Audits, Purchasing Controls, Quality Assurance Reviews, and Frequent Management Site Visits.
1.0.4	Describe your firm's range of activities.	-	Chartwells K12 is a leading provider of child nutrition programs to school districts nationwide. Our firm's range of activities encompasses a comprehensive approach to delivering exceptional services to the districts and
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	-	Every day, K-12 students from coast to coast receive more than 2 million meals from Chartwells. We are dedicated to enhancing the well-being of the families and communities we serve. Chartwells is the industry leader. Our expertise empowers our partners to promote healthy lifestyles and community engagement. We provide stability, innovation, and extended resources. As our partner, you will continue to have access to: the largest team of chefs and registered dietitians in the industry, experienced and professional K-12 foodservice management, best-in-class associate training and professional development, and engaging marketing and promotional programs for all grade levels. We hope you'll reach out to our other partners in Florida and around the country and hear why we are the market leader.
1.0.6	Do you have a minimum of five (5) years of experience with NSLP? Please provide proof of such experience.	Yes	Chartwells serves more than 695 district partners across the country and 30 in the Southeast. We've been managing K-12 child nutrition programs for over 30 years.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	-	For the past 21 years, Chartwells has been a dedicated partner of Pembroke Pines Charter Schools, establishing a strong familiarity with both the city and its schools. Our Area Director resides in the local area and has an extensive background as the former director of dining services at Pembroke Pines. This promotion to Area Director further strengthens our commitment to the community we have proudly been a part of for over two decades.
1.0.8	Explain the availability and access to the firm's top level management personnel.	-	Our regional and national support is crucial in the management of your schools because it allows your team to focus on you, managing your programs and making them the best they can be. Chartwells is distinctly equipped to serve all the City of Pembroke Pines Charter School's needs at any given time. We understand that, on occasion, additional resources may be necessary. With our on-site director and local management team, Chartwells' proximity to your schools makes it easy to respond to special requests, answer last-minute calls, or respond to any emergency. With a number of school districts in your area, we can leverage our resources to serve you best.
1.0.9	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	-	Chartwells, with our on-site and regional personnel, have consistently demonstrated a commendable track record in terms of accessibility to our clients. We prioritize accessibility by ensuring that our team members are readily available to address any client needs or concerns. We maintain frequent and open lines of communication, actively engaging with our clients to ensure a clear understanding of their goals, priorities, and objectives. Additionally, our personnel excels at coordinating efforts with the schools, utilizing our large network of dietitians, chefs, marketing experts, and more, fostering effective collaboration and seamless integration of our services. Overall, our history reflects a strong commitment to accessibility, punctuality, and effective communication and coordination skills.

1.0.10	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	-	<p>Javier Diaz - Area Director - Javier has been with Compass Group for more than 10 years, and he was the foodservice director at Pembroke Pines for 7 years before being promoted to Area Director. Javier was born and raised in South Florida. He graduated from Florida International University with a degree in hospitality management. He began his career 21 years ago as a busboy. Through ambition and determination, he steadily climbed to his current role as Area Director. He has held foodservice leadership roles in resorts, fine dining, healthcare, and education. This diverse background has made him a creative and innovative leader. Marlon Alvarez - Director of Dining Services - Marlon Alvarez has been with Chartwells K-12 for eight years in Pembroke Pines. Before he started working in schools, he worked for two years in healthcare and fourteen years in Higher Education, including two Ivy League Universities. In addition, he worked in B &amp; I, Catering, and Restaurants in the early 2000s. He is originally from Colombia, South America, and moved with his family to the U.S. as a teenager landing in New York City, where he started his career in Food Service. A career in Food Services has been a wonderful path for him as it fulfills his professional goals and allows him to make a tangible impact on customers, his associates, and the community. It also has opened a new world of possibilities, foods, and several other aspects of the industry that most people never get to see or experience. Jennifer Sliwinski - Assistant Director - Jennifer has spent the past 18 years in the food service industry. It has exposed her to an amazing work experience that has allowed her to participate in and lead company-wide and site initiatives and projects. She has been fortunate to work with great leaders and managers with whom she has teamed up to deliver desired goals and exceeded expectations. She is determined to bring out the best in others and guide a team to succeed through positive reinforcement and a genuine interest in their wellbeing. She is an experienced Assistant Director of</p>
1.0.11	Provide summaries of key persons of corporate level and supervisory staff to be assigned to the project with emphasis on their experience with similar work.	-	<p>Amanda Mendenhall - Regional Vice President - Prior to working in K-12, Amanda spent time growing foodservice programs in higher education. When Amanda joined the Chartwells team in 2004, she was thrilled to have the opportunity to support students in Winston-Salem/Forsyth County Schools, the same district where she attended school. Amanda graduated with bachelor's and master's degrees from nearby Wake Forest University. What Amanda finds most rewarding is the opportunity to effect change that has a direct impact on students and future generations. She considers herself very fortunate to touch the lives of so many students and give back to her home community and other communities throughout the South Region. Eugenie Caroselli - Division Vice President - Eugenie has first-hand experience with the issues and challenges facing schools today. A graduate of Johnson &amp; Wales University, Eugenie began her career with Chartwells in 1996 as a director of dining services before extending her impact nationally as director of operations. As regional vice president for the South, Eugenie focused on empowering associates through development and positive work environments, winning the 5 Jewel Award for Best Practices in Diversity and Inclusion. Today she serves the southern United States as division vice president, ensuring the highest-quality service for our district partners. Under her leadership, the annual business has nearly tripled in the past five years. The division provides nutritious meals and memorable experiences to more than 460,000 children in 850 schools. With more than 27 years of experience in K-12 foodservice management, Eugenie has implemented progressive initiatives that further advance our commitment to serving up happy and healthy. She enables each of our partners to achieve nutrition and operational excellence by coordinating the support of our local experts and the global resources of our parent company, Compass Group</p>
1.0.12	Identify any subcontractors, if applicable.	-	Not Applicable
1.0.13	Explain the ability and experience of the on-site staff with specific attention to project related experience.	-	<p>Javier Diaz - Area Director - Javier has been with Compass Group for more than 10 years, and he was the foodservice director at Pembroke Pines for 7 years before being promoted to Area Director. Javier was born and raised in South Florida. He graduated from Florida International University with a degree in hospitality management. He began his career 21 years ago as a busboy. Through ambition and determination, he steadily climbed to his current role as Area Director. He has held foodservice leadership roles in resorts, fine dining, healthcare, and education. This diverse background has made him a creative and innovative leader. Marlon Alvarez - Director of Dining Services - Marlon Alvarez has been with Chartwells K-12 for eight years in Pembroke Pines. Before he started working in schools, he worked for two years in healthcare and fourteen years in Higher Education, including two Ivy League Universities. In addition, he worked in B &amp; I, Catering, and Restaurants in the early 2000s. He is originally from Colombia, South America, and moved with his family to the U.S. as a teenager landing in New York City, where he started his career in Food Service. A career in Food Services has been a wonderful path for him as it fulfills his professional goals and allows him to make a tangible impact on customers, his associates, and the community. It also has opened a new world of possibilities, foods, and several other aspects of the industry that most people never get to see or experience. Jennifer Sliwinski - Assistant Director - Jennifer has spent the past 18 years in the food service industry. It has exposed her to an amazing work experience that has allowed her to participate in and lead company-wide and site initiatives and projects. She has been fortunate to work with great leaders and managers with whom she has teamed up to deliver desired goals and exceeded expectations. She is determined to bring out the best in others and guide a team to succeed through positive reinforcement and a genuine interest in their wellbeing. She is an experienced Assistant Director of</p>
1.0.14	Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	-	<p>Chartwells has had many experiences with a multitude of partners, which means we've seen it all. We've been Number 1 on Food Management's list of the Top 50 Contract Management Companies for the past 14 years (2009-2022), and we hold ourselves to that standard each day. With more than 695 partnerships across the nation, we serve up happy and healthy to kids in all different walks of life. On top of our experience, we've been given multiple awards, including but not limited to: 2023- Most Trustworthy Companies in America - 2023- World's Most Admired Companies - Fortune - 2022- America's Best Large Employers - Forbes - 2021- The Best Employers for Women - Forbes</p>
1.0.15	Provide the recent, current, and projected workload of the firm.	-	<p>Chartwells serves more than 695 district partners across the country and 30 in the Southeast. We've been managing school foodservice programs for over 30 years. Backed by our parent company, Compass Group, we offer our partners the financial stability of a \$33 billion company.</p>

1.0.16	What is your reputation compared to your peers in the market?	-	Chartwells is the market leader and largest child nutrition provider in the K-12 industry. We have accomplished this by providing the highest level of service and support through the largest network of chefs and dietitians in the industry.
1.0.17	What is your reputation like among customers and how have you developed it?	-	Our reputation amongst our client partners is the best in the industry. We have a 98% retention rate, and over 360 partners have been with us for over ten years. We have done this by providing the highest level of service and the largest network of resources in the industry. We do what we say we are going to do and we deliver the results we say we are going to deliver. Chartwells stands out from similar competitors in several key ways, giving us a competitive edge in the industry. Firstly, we boast the largest network of chefs and dietitians, enabling us to provide a diverse range of culinary expertise and ensure the highest quality of meals and nutrition for our clients. In terms of innovation, Chartwells takes the lead by introducing cutting-edge programs such as Mood Boost, Student Choice, Discovery Kitchen, and our latest creation, Global Eats. These innovative initiatives not only enhance the dining experience but also promote student engagement and healthy eating habits. We pride ourselves on actively seeking feedback from our customers. By regularly collecting and incorporating the input of our students, parents, and administration, we continuously improve our services and stay attuned to evolving preferences and needs. This customer-centric approach enables us to provide tailored solutions that align with the unique requirements of each client. Another factor that sets us apart is our vast and diverse network of suppliers. With an extensive range of partners, we ensure access to high-quality ingredients and the ability to offer diverse menu options that cater to various dietary preferences and restrictions. Moreover, Chartwells possesses a vast library of over 10,000 USDA-compliant recipes, which is continually expanding. This extensive repertoire allows us to provide a wide variety of delicious and nutritious meals while meeting regulatory guidelines. To win and retain business, we prioritize transparency and collaboration. We believe in delivering on our promises, and our clients can expect a high level of reliability and accountability from our team. By fostering open communication and working closely with our clients, we build strong partnerships based on trust and mutual understanding. In summary, Chartwells differentiates itself through its extensive network of chefs and dietitians, innovative programs, customer-centric approach, diverse supplier network, and vast recipe collection. Our commitment
1.0.18	How does your service differ from similar competitors'? How do you win and retain business?	-	
1.0.19	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	You can trust in our 21-year partnership. No other company has more local, regional, and national resources and support to help Pembroke Pines navigate the operation of a successful child nutrition program. With the unwavering support of our executive team, we are more ready than ever to embark on this next chapter of our partnership. You can count on Chartwells to continue to deliver as a loyal member of the Pembroke Pines family.

19 Questions

100.00% Complete

## Question Set 2: Tab 2 - Previous Experience / References Form

#	Question	Response	Comment
<b>General Questions</b>			
2.1.1	How many clients have you provided services for?	-	We currently serve more than 695 K-12 school districts nationwide, with 363 of those partnerships being more than 10 years. We have 36 K-12 district partners in the Southeast, and five in the state of Florida, including our 21-year partnership with Pembroke Pines Charter School.
2.1.2	What similar or related projects have you worked on within the past three years?	-	Below is the contact information for each K-12 district partner that we currently work with within the state of Florida. Please feel free to reach out to any of these partners or any of our other more than 695 partners across the nation. Duval County Schools – Paul Soares – Chief Officer – (904) 390-2352 – 1701 Prudential Drive, Jacksonville, FL 32207 – Bay County Schools – William Husfelt III – Superintendent – (850) 767-4100 – 1311 Balboa Avenue, Panama City, FL 32401 – Washington County Schools – Troy Peoples – Director of Management Services – (850) 638-6222 – 652 3rd Street, Chipley, FL 32428
2.1.3	What challenges did you face and how did you overcome them?	-	Throughout our many journeys, Chartwells has encountered various challenges, and we have successfully overcome them through adaptability, and proactive problem-solving, utilizing the largest network of national, regional, and local resources in the industry. One significant challenge we have faced in the past was ensuring consistent quality and satisfaction across a diverse range of dietary preferences and restrictions. To address this, we worked with our team of chefs and dietitians and developed a robust system of menu customization and collaboration with clients and on-site staff, allowing us to accommodate individual needs while maintaining high standards.
2.1.4	How many of your clients are repeat clients?	-	We have 363 K-12 district partners that have been with us for more than 10 years.
2.1.5	How much of your revenue is derived from managing projects similar to ours?	-	K-12 foodservice is all we do, so 100% of our revenue is derived from projects similar to Pembroke Pines Charter Schools.
2.1.6	List all National School Lunch/Breakfast Programs managed by the contractor in the past five years along with the address, contact person, and phone number of each account.	-	Below is the contact information for each K-12 district partner that we currently work with within the state of Florida. Please feel free to reach out to any of these partners or any of our other more than 695 partners across the nation. Duval County Schools – Paul Soares – Chief Officer – (904) 390-2352 – 1701 Prudential Drive, Jacksonville, FL 32207 – Bay County Schools – William Husfelt III – Superintendent – (850) 767-4100 – 1311 Balboa Avenue, Panama City, FL 32401 – Washington County Schools – Troy Peoples – Director of Management Services – (850) 638-6222 – 652 3rd Street, Chipley, FL 32428
2.1.7	How many Administrative Reviews, by State Agencies, has your organization completed and what was the outcome?	-	We keep pace with ever-evolving USDA and state regulations and ensure our partners are prepared on audit day and every day. We're the first to seamlessly interpret and implement new guidelines. Every three years, Florida's Department of Education assesses each district's child nutrition program to ensure: rules and regulations are being followed, students are the recipients of nutritious meals that meet all federal and state requirements, school Districts are good stewards of the federal and state funds that make school meals possible. Our administrative review results are achieved through the following: Close attention to the process by our team of registered dietitians and Chartwells management, a robust mandatory training program for all associates - available on-site and online, daily attention to detail and menu compliance checks for all meals and programs, accurate portion sizes, maintaining FDA compliance for packaging and vending labels, complete and thorough production records. In fact, we recently went through a state-mandated audit in Pembroke Pines and received zero deficiencies or findings.
<b>Reference #1: Reference Contact Information</b>			
2.2.1	Name of Firm, City, County or Agency	-	Duval County Schools
2.2.2	Address	-	1701 Prudential Drive, Jacksonville, FL 32207
2.2.3	Contact Name	-	Paul Soares
2.2.4	Contact Title	-	Chief Officer
2.2.5	Contact E-mail Address	-	<a href="mailto:soaresp@duvalschools.org">soaresp@duvalschools.org</a>
2.2.6	Contact Telephone #	-	904-390-2352
<b>Reference #1: Project Information</b>			
2.3.1	Name and location of the contract	-	Duval County Schools
2.3.2	Nature of the firm's responsibility on the project	-	Chartwells manages all aspects of the K12 child nutrition program
2.3.3	Project duration: date contract was awarded and length of contract	-	July 1, 2009, 14 years
2.3.4	Number of students	-	126,815
2.3.5	Grade levels served	-	PreK - 12
2.3.6	Number of campuses served	-	153

2.3.7	Details on value, if any, that was added to the school's food service as a result of the contract being awarded	-	Since becoming partners with Duval County Schools in 2009, Chartwells has thrived, becoming part of their community, and serving their students. Throughout that time, we've found a lot of success in getting their students excited about eating in the cafeteria. By following this formula, we have increased participation, expanded programs, and ensured financial stability for them.
2.3.8	Provide any other relevant information.	-	Not Applicable
<b>Reference #2: Reference Contact Information</b>			
2.4.1	Name of Firm, City, County or Agency	-	Bay District Schools
2.4.2	Address	-	1311 Balboa Avenue, Panama City, FL 32401
2.4.3	Contact Name	-	Sandra Davis
2.4.4	Contact Title	-	Deputy Superintendent
2.4.5	Contact E-mail Address	-	<a href="mailto:davissd@bay.k12.fl.us">davissd@bay.k12.fl.us</a>
2.4.6	Contact Telephone #	-	850-767-4217
<b>Reference #2: Project Information</b>			
2.5.1	Name and location of the contract	-	Bay District Schools
2.5.2	Nature of the firm's responsibility on the project	-	Chartwells manages all aspects of the K12 child nutrition program
2.5.3	Project duration: date contract was awarded and length of contract	-	7/1/2012, 11 years
2.5.4	Number of students	-	20,621
2.5.5	Grade levels served	-	PreK - 12
2.5.6	Number of campuses served	-	42
2.5.7	Details on value, if any, that was added to the school's food service as a result of the contract being awarded	-	Since becoming partners with Bay District Schools in 2012, Chartwells has thrived, becoming part of their community, and serving their students. Throughout that time, we've found a lot of success in getting their students excited about eating in the cafeteria. By following this formula, we have increased participation, expanded programs, and ensured financial stability for them.
2.5.8	Provide any other relevant information.	-	Not Applicable
<b>Reference #3: Reference Contact Information</b>			
2.6.1	Name of Firm, City, County or Agency	-	Washington County School District
2.6.2	Address	-	652 3rd Street, Chipley, FL 32428
2.6.3	Contact Name	-	Jiranda White
2.6.4	Contact Title	-	Director of Federal Programs
2.6.5	Contact E-mail Address	-	<a href="mailto:jiranda.white@wcsdschools.com">jiranda.white@wcsdschools.com</a>
2.6.6	Contact Telephone #	-	850-638-6222
<b>Reference #3: Project Information</b>			
2.7.1	Name and location of the contract	-	Washington County School District
2.7.2	Nature of the firm's responsibility on the project	-	Chartwells manages all aspects of the K12 child nutrition program
2.7.3	Project duration: date contract was awarded and length of contract	-	7/1/2007, 16 years
2.7.4	Number of students	-	3570
2.7.5	Grade levels served	-	PreK - 12
2.7.6	Number of campuses served	-	6

2.7.7	Details on value, if any, that was added to the school's food service as a result of the contract being awarded	-	Since becoming partners with Washington County School District in 2007, Chartwells has thrived, becoming part of their community, and serving their students. Throughout that time, we've found a lot of success in getting their students excited about eating in the cafeteria. By following this formula, we have increased participation, expanded programs, and ensured financial stability for them.
2.7.8	Provide any other relevant information.	-	Not Applicable
<b>Reference #4: Reference Contact Information</b>			
2.8.1	Name of Firm, City, County or Agency	-	KIPP Miami
2.8.2	Address	-	1951 NW 7th Avenue, #600, Miami, FL 33136
2.8.3	Contact Name	-	Julio Giron
2.8.4	Contact Title	-	Director of Operational Growth
2.8.5	Contact E-mail Address	-	<a href="mailto:jgiron@kippmiami.org">jgiron@kippmiami.org</a>
2.8.6	Contact Telephone #	-	305-975-8281
<b>Reference #4: Project Information</b>			
2.9.1	Name and location of the contract	-	KIPP Miami
2.9.2	Nature of the firm's responsibility on the project	-	Chartwells manages all aspects of the K12 child nutrition program
2.9.3	Project duration: date contract was awarded and length of contract	-	7/1/2021, 2 years
2.9.4	Number of students	-	907
2.9.5	Grade levels served	-	K-8
2.9.6	Number of campuses served	-	4
2.9.7	Details on value, if any, that was added to the school's food service as a result of the contract being awarded	-	Since becoming partners with KIPP Miami in 2021, Chartwells has thrived, becoming part of their community, and serving their students. Throughout that time, we've found a lot of success in getting their students excited about eating in the cafeteria. By following this formula, we have increased participation, expanded programs, and ensured financial stability for them.
2.9.8	Provide any other relevant information.	-	Not Applicable
<b>Reference #5: Reference Contact Information</b>			
2.10.1	Name of Firm, City, County or Agency	-	York School District One
2.10.2	Address	-	1475 E. Liberty Street, York, SC 29745
2.10.3	Contact Name	-	Amy Hagner
2.10.4	Contact Title	-	Assistant Superintendent for Finance and Operations
2.10.5	Contact E-mail Address	-	<a href="mailto:ahagner@york.k12.sc.us">ahagner@york.k12.sc.us</a>
2.10.6	Contact Telephone #	-	803-818-6335
<b>Reference #5: Project Information</b>			
2.11.1	Name and location of the contract	-	York School District One
2.11.2	Nature of the firm's responsibility on the project	-	Chartwells manages all aspects of the K12 child nutrition program
2.11.3	Project duration: date contract was awarded and length of contract	-	July 1, 2015, 8 years
2.11.4	Number of students	-	5,238
2.11.5	Grade levels served	-	PreK - 12
2.11.6	Number of campuses served	-	9

2.11.7	Details on value, if any, that was added to the school's food service as a result of the contract being awarded	-	Since becoming partners with York School District 1 in 2015, Chartwells has thrived, becoming part of their community, and serving their students. Throughout that time, we've found a lot of success in getting their students excited about eating in the cafeteria. By following this formula, we have increased participation, expanded programs, and ensured financial stability for them.
2.11.8	Provide any other relevant information.	-	Not Applicable

77 Questions

100.00% Complete

## Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	Chartwells understands the intent of this solicitation, which is to find a reliable and innovative child nutrition provider with a strong track record in accessibility, communication, and coordination. We have demonstrated our understanding by highlighting our 21-year partnership with Pembroke Pines Charter Schools, our accessibility to clients, frequent communication, and coordination with the schools. Our extensive network of chefs and dietitians, innovative programs, customer-centric approach, diverse supplier network, and vast recipe collection further showcase our ability to meet assigned tasks. We believe in transparency, collaboration, and delivering on promises to ensure successful outcomes in providing high-quality meals and a positive dining experience.
3.0.2	Please clearly describe all aspects of the project proposed.	-	Our proposed project aims to deliver exceptional foodservice solutions to the City of Pembroke Pines Charter School, leveraging our 21-year partnership and extensive experience. With a focus on accessibility, communication, and coordination, we have showcased our commitment to the success of the school community. Additionally, we highlighted our innovative programs, diverse network of suppliers, extensive recipe collection, and dedication to transparency and collaboration. For a more comprehensive understanding of our vision for the students, we encourage reviewing the detailed proposal we have submitted.
3.0.3	Include details of your approach and work plans.	-	Being prepared is half the battle, and Chartwells makes sure that we are fully prepared to get the job done from day one. We make sure each associate is fully trained in all aspect in order to hit the ground running and best serve the students at Pembroke Pines.
3.0.4	Identify any issues or concerns of significance that may be appropriate.	-	Not Applicable
3.0.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	Our proposal stands out as the most effective and beneficial choice for the City of Pembroke Pines for several compelling reasons. With a longstanding 21-year partnership and deep familiarity with the city and its schools, Chartwells brings unmatched experience and understanding to the table. Our accessibility, excellent communication, and coordination skills ensure a seamless collaboration with the schools. Additionally, our extensive network of chefs and dietitians, innovative programs, and diverse supplier network guarantee a high-quality dining experience that meets the unique needs and preferences of the students. With a customer-centric approach and a commitment to transparency and collaboration, Chartwells is the ideal partner to deliver exceptional foodservice solutions to the City of Pembroke Pines.
3.0.6	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	Chartwells prioritizes the quality of its services through a comprehensive approach that encompasses various elements. Communication plays a vital role in ensuring quality, as we maintain open lines of communication with clients, actively seeking their feedback and addressing any concerns promptly. This includes engaging with youth advisory groups and parent groups, understanding their preferences and needs, and incorporating their input into our service offerings. Surveys, through various methods, are another important tool we utilize to measure quality. Internal audits are conducted to ensure compliance with our established standards, policies, and procedures. These audits help us monitor operational efficiency, food safety protocols, and overall service quality. To measure quality, we rely on key criteria, including customer satisfaction metrics. We track and analyze feedback, ratings, and reviews to gauge the satisfaction levels of our clients and stakeholders. Increased participation in our foodservice programs is also a crucial indicator of quality, as it reflects the appeal and value of our offerings. Furthermore, we consider the financial success of our partners as a measure of quality. By collaborating closely with clients and monitoring their financial outcomes, we assess the effectiveness of our services in supporting their objectives and ensuring their success.
3.0.7	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	-	Chartwells takes pride in our commitment to delivering work with minimal errors. While we rarely encounter mistakes, we approach them with utmost diligence and accountability. When an error does occur, we prioritize open and transparent communication with our partners to swiftly address and correct the issue. Our collaborative approach ensures that we work together to rectify any mistakes in a timely manner, prioritizing the satisfaction and needs of our clients. While the average correction time may vary depending on the nature of the error, our goal is to resolve any issues promptly and efficiently.
3.0.8	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to address consistency with food service and record keeping.	-	Chartwells employs various techniques to maintain quality control in its food service operations and record-keeping processes, especially when it comes to USDA-required documentation for administrative reviews. To ensure consistency in food service, we adhere to rigorous standards and procedures. These include comprehensive recipe development, standardized cooking techniques, and ongoing training for our culinary staff. We also conduct regular audits and inspections of our facilities and processes to identify areas for improvement and ensure compliance with regulatory requirements. In terms of record keeping, Chartwells maintains meticulous documentation of various aspects, including inventory management, food safety protocols, and client preferences. We utilize various digital systems to streamline record keeping, allowing for efficient tracking and retrieval of information. Our approach emphasizes accuracy, organization, and transparency in maintaining records, enabling us to provide accurate reports and respond promptly to any inquiries or audits. By implementing these techniques, Chartwells ensures that the highest standards of quality control are upheld, both in food service consistency and record-keeping accuracy. In fact, we just completed a USDA-required administrative review with zero findings from the state.

8 Questions

100.00% Complete

**Question Set 4: Tab 4 - Marketing Strategy**

#	Question	Response	Comment
4.0.1	Describe the marketing plan to be implemented to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children.	-	Chartwells' promotions strategy is designed to get students excited about school meals to increase participation and satisfaction with the foodservice program. We do this by giving kids food they love to eat, providing fun and engaging programs, and making sure the cafeteria environment is inviting. At Chartwells, we have engagement at every grade level to make sure every student in Pembroke Pines has a program with nutrition information and an engagement style that's right for them. Discovery Kitchen gives students a sense of adventure and discovery through engaging cooking opportunities that generate fun and fuel happiness in the cafeteria. Mood Boost takes the opportunity to teach elementary students the connection between what they eat and how they feel. Student Choice gives kids a voice, allowing them to vote on various trendy food concepts to bring to their everyday menu. Global Eats connects individuals, cultures, and generations through recipes and educational content that takes them on a culinary adventure. We offer programs like this throughout the school year, as well as custom signage, merchandising, and uniforms for staff that fit your culture. We even work closely with you to design an inviting environment for your cafeteria to thrive.
1 Questions		100.00% Complete	

## Question Set 5: Tab 5 - Narrative on Compliance with Federal Regulations

#	Question	Response	Comment
5.0.1	Provide a narrative which demonstrates the firms understanding of the operational application of the Federal regulation found in 7 CFR Part 210, 220, 245, 250, and 3015.	-	Chartwells keeps pace with the ever-evolving USDA and state regulations to ensure our partners are prepared on audit day and every day. With the largest network of dietitians in the industry, we are the first to interpret and implement new guidelines seamlessly.
1 Questions		100.00% Complete	

## Question Set 6: Tab 6 - Advisory Board

#	Question	Response	Comment
6.0.1	Describe how the Charter School Advisory Boards will be utilized in the management of the food service program.	-	<p>Listen, listen, listen. That's the foundation for building customized programs that deliver results and ensure every student leaves the cafeteria happier and healthier than they came in. Chartwells believes in connecting with our audiences in many ways. We believe that a healthy foodservice program requires listening to students, engaging with parents, partnering with administrators, and involving the community. We will continue to attend all Charter School Advisory Board meetings, address any foodservice concerns, and make every attempt to address all feedback brought to us through the advisory council. We will continue to do food demos and foodservice updates at these meetings. Understanding that each school is unique, we care about taking time to learn about the specific needs of your students, administration, staff, and community. Then we marry that with best practices we've gained from serving similar schools across the country and insights gathered from constantly evaluating trends and research. Our listening doesn't end on the first day of school; it's a process that ensures we continue to evolve the program and keep everyone happy and healthy. This is how we work together to create a foodservice program that is uniquely yours. We don't just listen; we react and respond. By regularly measuring and reviewing our program performance, we're able to ensure we're meeting, if not exceeding, our plans and the expectations of students, parents, administrators, and the community.</p>
1 Questions		100.00% Complete	

**Question Set 7: Contact Information Form**

#	Question	Response	Comment
<b>Company Information</b>			
7.1.1	Company Name	-	Chartwells K12
7.1.2	Company Address	-	2400 Yorkmont Road, Charlotte, NC 28217
<b>Primary Contact for the Project</b>			
7.2.1	Contact Name	-	Javier Diaz
7.2.2	Contact Title	-	Area Director
7.2.3	Contact E-mail Address	-	<a href="mailto:javier.diaz@compass-usa.com">javier.diaz@compass-usa.com</a>
7.2.4	Contact Telephone Number	-	(954) 734-0934
<b>Authorized Approver</b>			
7.3.1	Contact Name	-	Amy Shaffer
7.3.2	Contact Title	-	CEO, Chartwells K12
7.3.3	Contact E-mail Address	-	<a href="mailto:amy.shaffer@compass-usa.com">amy.shaffer@compass-usa.com</a>
7.3.4	Contact Telephone Number	-	(704) 328-4000
10 Questions		100.00% Complete	

**Question Set 8: Proposer's Background Information**

#	Question	Response	Comment
<b>Former Business</b>			
8.1.1	Under what former name has your business operated? Include a description of the business.	-	Not Applicable
8.1.2	At what address was that business located?	-	Not Applicable
<b>Past Failure</b>			
8.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
<b>Inspected</b>			
8.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
<b>Subcontracting</b>			
8.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
<b>Bankruptcy Petitions</b>			
8.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	-	Not Applicable
<b>Bond Claims</b>			
8.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	-	We have never had a claim made against a performance bond.
<b>Claims, Arbitrations, Administrative Hearings and Lawsuits</b>			
8.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	-	As a large foodservice company, Compass Group USA, Inc. d/b/a Chartwells is a party to litigious actions from time to time in the ordinary course of its business. However, the terms of such litigious actions are confidential and such litigious actions will not cause Compass to be unable to perform or fulfill any of its obligations under a contract with Prembroke Pines Charter School
<b>Criminal Proceedings or Hearings</b>			
8.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	-	Not Applicable
<b>Company Classification</b>			
8.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides \"Original Provider\" please explain."	Original Provider	
<b>Debarment/Suspension</b>			
8.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
<b>Similar Experience &amp; Contracts</b>			
8.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	-	Chartwells has been your foodservice partner since 2002. We currently partner with five districts in the state of Florida of varying sizes and complexity. We partner with 30 districts in the southeast, and we currently partner with 695 districts nationwide of all sizes and complexity.
<b>12 Questions</b>		<b>100.00% Complete</b>	

**Question Set 9: Vendor Registration Checklist**

#	Question	Response	Comment
<b>Vendor Information Form</b>			
9.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
<b>Form W-9 (Rev. October 2018 or later)</b>			
9.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
<b>Company Profile</b>			
9.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
<b>Sworn Statement on Public Entity Crimes Form</b>			
9.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
<b>Equal Benefits Certification Form</b>			
9.5.1	Which option did you select on the Equal Benefits Certification Form?	B) Will Comply	
<b>Vendor Drug-Free Workplace Certification Form</b>			
9.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
<b>Scrutinized Company Certification</b>			
9.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>E-Verify System Certification Statement</b>			
9.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Veteran Owned Small Business Preference Certification</b>			
9.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
<b>Local Business Tax Receipts</b>			
9.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
<b>Local Vendor Preference Certificate</b>			
9.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) YEAR.	Not a Local Pembroke Pines or Broward County Vendor	
<b>Federal Projects</b>			
9.12.1	Did you submit a completed 'Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds' in the Vendor Registration Portal?  Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying.  Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.	Completed Lobbying & Debarment Certifications	
9.12.2	Did you submit a completed 'Standard Form - LLL, 'Disclosure Form to Report Lobbying' in the Vendor Registration Portal?  Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.	No	

9.12.3

Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?

No

14 Questions

100.00% Complete



City of Pembroke Pines

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the \_\_\_\_\_ Officer \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature A. J. Shaffer 5/16/2023

Title Amy Shaffer, CEO, Chartwells K12

Name of Company Compass Group USA, Inc.,  
by and through its Chartwells Division



# Emergency Plan



# Emergency Plan

## In this Section:

As your foodservice partner, Chartwells' highest priority is the health and safety of the students, staff and administration in Pembroke Pines Charter School and in the local community. Chartwells' integration into the city's emergency plan has resulted in successful recovery efforts including the recent Hurricane Irma. Our on-site staff and entire operations across the state of Florida have experience with disaster and crisis management making us a reliable partner during times of duty.

## Crisis Response

Although you can't plan for a crisis, you can plan how you will react to one. Our Emergency Crisis Planning Guide provides each school with procedures for any potential emergency and our crisis preparedness plans make mobilizing simpler and smoother. For those events that can't be planned for, we have a team of experts skilled in crisis management who are available at a moment's notice.

We work collaboratively to understand and support your school's emergency plans while anticipating additional needs. Throughout it all, we have the strength and support of Compass Group's vast network of resources.

From stocking pantries and preparing shelters to setting up community feeding programs in times of great need, Chartwells understands what it means to be a good neighbor and recognizes the importance of compassionately feeding a community, especially when it matters most.

When the crisis has subsided, the team quickly evaluates the current situation within the school, holds daily meetings and prepares to resume service quickly when students return.

### Emergency Meals

We are skilled at the development and implementation of emergency meal plans that provide nutritious, quickly served, full meals in alternate settings.

### Emergency Management and Shelter Meals

We'll work with you to formulate an emergency management plan that includes food and beverage, sanitation, housekeeping and other vital services if faced with any major crisis or disaster. Whether you need short-term basics such as ice or boxed lunches, or all-inclusive services for an extended period, Chartwells is your single-source provider. You can make one call and know your needs are being handled.

### Real-World Experience

The strength and dedication of our associates is even more evident during times of crisis. Even when suffering the losses that accompany these events themselves, they arrive to serve others, united as a Chartwells family.



***“How Chartwells handles a catastrophe was evident throughout my experience with Hurricane Harvey. It absolutely showed us at our best as a corporation, but more importantly, it shows us at our best as human beings.”***

– Doug Hoffman, Director of Dining Services, Hitchcock Independent School District\*

\*Now director at Palestine Independent School District

### Duval County Public Schools

**Event:** Hurricanes Matthew and Irma

**Impact:** We worked with the American Red Cross to provide more than 5,000 meals to 20 shelters each day.

### Brockton Public Schools

**Event:** Blizzard

**Impact:** Chartwells' associates answered the mayor's call to open the high school cafeteria and feed 125 plow drivers, electric company workers and first responders.

### Cadillac Area Public Schools

**Event:** COVID-19 pandemic

**Impact:** Within 48 hours of the school closure announcement, the team mobilized to set up drive-through service and delivery via bus routes, distributing more than 3,000 meals in the first two days. The team also served breakfast and lunch at three neighboring self-operated schools and partnered with the YMCA to provide supper.



*First day back at Hitchcock Independent School District*

### Hitchcock Independent School District

**Event:** Hurricane Harvey

**Impact:** Associates used personal boats to assist in evacuations, Teladoc offered free general medical care to residents and our vendors provided packaged sandwiches and salads while distributors worked to get supplies to campuses.

# Proclamation

## City of Pembroke Pines

### CHARTWELLS PEMBROKE PINES

**WHEREAS**, Chartwells Pembroke Pines has served the City of Pembroke Pines Charter Schools for over 15 years; and

**WHEREAS**, Chartwells Pembroke Pines serves over 885,000 meals annually to our Charter School students; and

**WHEREAS**, Chartwells Pembroke Pines employs 50 residents from the Pembroke Pines Community; and

**WHEREAS**, Chartwells Pembroke Pines has operated for over one and a half years injury free for all schools; and

**WHEREAS**, Chartwells Pembroke Pines proves the point that even a school district with 8 schools, serving 5,000 meals per day with 50 associates can have a rock solid safety program; and

**WHEREAS**, Chartwells Pembroke Pines was recently awarded The Compass Group National Health and Safety Award; and

**WHEREAS**, there were over 85 nominations submitted for this award and over 12,700 locations in Compass Group USA that could have been considered. Chartwells Pembroke Pines took top honors; and

**WHEREAS**, Compass Group USA was ranked the Top Food Service management company by Food Management News in 2017. Compass USA serves over a billion meals annually and is the 6<sup>th</sup> largest food service employer in the US with over 250,000 associates. Compass USA has thousands of teams working in schools, stadiums and other business across the country; and

**WHEREAS**, during and after Hurricane Irma, Chartwells provided 15,475 meals; of which 3,100 were for Public Service first responders, 125 meals to the Police Department, and 12,250 meals for our communities most valuable residents, such as Century Village and Hollylake.; and

**WHEREAS**, Chartwells also played an intricate part in ordering and coordinating the emergency water and ice supply for the Pembroke Pines Community.

**NOW, THEREFORE, I, FRANK C. ORTIS**, as Mayor of the City of Pembroke Pines, Florida, along with our City Commission do hereby congratulate Chartwells for receiving the Compass Group National Health and Safety Award and thanks you for your dedicated service you provide the City of Pembroke Pines and the Community.

  
Mayor  
  
City Clerk



# PEMBROKE PINES

Emergency Preparedness Manual

## EMERGENCY DISASTER PLAN

Customized for Pembroke  
Pines Charter Schools



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- 4** Communication
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## Introduction

The purpose of our emergency plan is to ensure that there is an organized and structured method of ensuring that our Emergency Response teams and the citizens of Pembroke Pines have an adequate supply of Ice, Water and the highest quality food possible during the time of crisis. Our goal is to continue to provide these resources until the City of Pembroke Pines has fully recovered. This plan will assist in keeping our citizens calm and comfortable, which in turn will allow our response teams to focus on the recovery efforts and restore our city as efficiently as possible.



## Our Experience

Compass Group services numerous businesses in South Florida and has experience with many near misses and direct hits. We have a large network throughout Florida and bordering states from which to pull resources.

Our Director of Dinning Services, Javier Diaz, has 7 years of Food and Beverage experience at a resort in the US Virgin Islands. He has developed and activated many emergency plans that have gone so far as to include providing housing for residents.

In 2017, Javier led the City of Pembroke Pines Food Service team through the aftermath of hurricane Irma. They successfully provided all necessary resources, including over 15,000 meals to residents and Emergency response teams.





## Communication

Internal communication begins in the winter with a memorandum to the management team reminding them of the steps to be taken to prepare for the hurricane season.

The emergency preparedness procedures are reviewed with the associates to clearly communicate management expectations.

The flow of communication is diagrammed in the attached phone tree; this method is used to maximize efficiency and to assure all parties are being reached.

### Sample Memo

## Memo

To: Chartwells Pembroke Pines Charter School Dining  
Services Management Team  
From: Javier Diaz, Director of Dining Services Eugenie Caroselli, Regional Vice  
President, South  
CC: Jonathan Bonilla, Nalini Sohit-Vazquez, Tashan Housen,  
Veronica Wilcox, Aner Gonzalez  
Date: 06/01/2018  
Re: Emergency Preparedness Procedures

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**As we begin to anticipate the upcoming hurricane season, each of you should keep in mind the following:**

- Verify all of your associates' home phone numbers and keep them with you at your home.
- The Director of Dining Services and the Assistant Directors of Dining Services should have a master list of all associates' (and vendors') phone numbers and keep it with them at their homes.
- Review the Emergency Conditions Attendance Guidelines with your associates (see attached).
- Remind your associates to stay tuned to local radio and TV stations for updated conditions and possible announcements pertaining to Broward County schools.



# Attendance Guideline

## *Emergency Conditions*

### **POLICY/PURPOSE**

When a hurricane, flooding, or similar emergency occurs, a decision will be made by location management, in conjunction with the City of Pembroke Pines, relative to opening the schools and other city locations for emergency feeding to the residents of the City of Pembroke Pines.

When a determination has been made to open the schools and other city locations for emergency feeding, employees are expected to report to work within 48 hours following a hurricane or other emergency.

If necessary, transportation, food and housing will be provided. Associates will be compensated at twice their regular rate of pay.

#### **I. EMPLOYEES COVERED BY THE POLICY:**

All employees of Chartwells Pembroke Pines are covered by this policy.

#### **II. RESPONSIBILITY FOR ADMINISTRATION:**

The District Manager, Director of Dining Services, Assistant Director of Dining Services as well as Unit Leads are responsible for administration of this policy.

#### **III. PROCEDURES:**

**Every effort will be made by the Assistant Directors of Dining Services or Unit Leads to call each associate in their units to notify them of the emergency openings and when to report to work.**



## Response Team

### Area Director

Javier Diaz

### Director of Dining Services

Marlon Alvarez

### Assistant Directors of Dining Services

Jennifer Sliwinski

### Executive Chef

Ricardo Avila

### Unit Leads

Jenises Avila, Vilma Arteaga, Patricia Gill, Nelquy Jimenez, Nury Godoy, Ximena Espinosa

### Hourly Associates

*The following phone tree has been developed to assist in communicating decisions, changes, etc. As conditions change, recommendations may be made to adjust service and hours. This contact information is to be used in order to reach Chartwells associates in the event of an emergency.*



## Production Kitchen & School Feeding Sites

### 1<sup>st</sup> Level Response Team (Management Staff)

NAME	TITLE	WHO WILL CONTACT THEM?	OFFICE PHONE	CELL PHONE	HOME PHONE	RESPONSIBLE TO CONTACT
Amanda Mendenhall	RVP Southeast	Javier Diaz	336-655-7168	646-707-4718	Use cell	N/A
Jonathan Bonilla	City Controller	Marlon Alvarez	646-707-4718	646-707-4718	Use cell	City Support Services
Javier Diaz	AD	Marlon Alvarez	954-734-0934	646-707-4718	646-668-1705	Ricardo Avila
Marlon Alvarez	DDS	Javier Diaz		646-668-1705	Use cell	All Unit Leads
Ricardo Avila	Executive Chef	Marlon Alvarez	954-364-4562		786-457-4424 (spouse)	Sysco, Reddi Ice, Broker for Container
Patrica Gill	Unit Lead WM	Jennifer Sliwinski	954-517-7260	305-807-0467	954-993-9713	Direct Reports
Vilma Arteaga	Unit Lead FSU	Jennifer Sliwinski	954-447-1740	305-898-5238	954-447-3701	Direct Reports
Ximena Espinosa	Unit Lead WE	Jennifer Sliwinski		954-226-6660	Use cell	Direct Reports
Nelquy Jimenez	Unit Lead EE	Jennifer Sliwinski	954-443-4851	305-450-1688	305-827-1331	Direct Reports
Jenises Avila	Unit Lead Central	Jennifer Sliwinski	954-443-4824		305-827-1331	Direct Reports



## Production Kitchen & School Feeding Sites

### Vendor Contact List

NAME	TITLE	WHO WILL CONTACT THEM?	OFFICE PHONE	CELL PHONE	HOME PHONE	RESPONSIBLE TO CONTACT
Sysco	Maureen Cottrell	Ricardo Avila	305-770-5499	561-882-2150	Use cell	N/A
American Ice	Brandon Neal	Ricardo Avila	Use cell	787-478-2307	Use cell	City Support Services
MREs	Mike Goldstein	Ricardo Avila	Use cell	787-478-2307	305-877-0792 (Spouse)	Liberty Rodgers, Marlon Alvarez

## Corporate Response

Contact Mike Goldstein and as corporate lead, he will manage the process in addition to activating any needed personnel and resources.

Mike Goldstein, Senior Director of Operations  
407-467-7553



# Emergency Operations Plan

## Fixed Feeding Sites

### Foreman Center and Schools

***\*As variables arise, they will be discussed immediately with the client, and a mutual agreement will be reached and communicated.***

#### **SCOPE OF SERVICES**

Operating out of the Foreman Center, Chartwells will provide satellite feeding services for the following locations

- Forman Center
- Central Campus
- East Elementary
- FSU
- High School
- West Middle School

Chartwells will operate 24-hours daily at both the Forman Center and High School to feed an anticipated 250 City of Pembroke Pines emergency response workers and other assistance workers. Food service to emergency workers will include cold breakfasts, hot coffee, cold beverages, cold sandwiches and snacks.

All of the above locations will provide bottled water, ice and MRE's (Meals ready to eat) to the residents of the City of Pembroke Pines. In addition, a hot meal, coffee, beverages and snacks will be served at all locations from 11:00 am until 5:00 pm.

The City of Pembroke Pines will provide five cargo vans in addition to van drivers for delivery of food and supplies to the five schools. All vehicles should be topped off with fuel in anticipation of an emergency.

Compass Support Services, in conjunction with Chartwells, will provide once daily bulk hot meal service to portable locations for the residents of the City of Pembroke Pines (location and service times to be determined by the City of Pembroke Pines). Bottled water, ice and MRE's will also be distributed at the portable locations. Service capacity will be 1,000 meals per day per mobile site.



## The Plan

1. Bottled water (2,500 cases) have already been delivered to the Forman Kitchen with the additional 2500 cases to be delivered at a time that will be determined by the City of Pembroke Pines.
2. Ice will be provided in two 48-foot trailers at selected distribution points (to be determined by the City of Pembroke Pines).
3. Canteen vending will be producing MRE's for city residents in need. A three day supply of MRE's will be procured. In addition, daily meal kits will be provided for city staff and employees. These come in boxes of 8 and contain breakfast, lunch and dinner meals. The meals are all shelf stable and require only dry storage. The City of Pembroke Pines will need to provide a secure location for the storage of these meals.
4. Upon notification by the City of Pembroke Pines of an impending emergency, the following steps will be taken:
  - a) Chartwells Emergency Response Team will be notified using the telephone tree. All Chartwells employees will be notified to report to work within 48 hours of the emergency.
  - b) Vendors (Sysco, Ice Vendor) will be contacted to deliver emergency orders between 24 – 48 hours prior to the onset of an impending storm. Emergency orders will provide supplies for the first three days following an emergency.
5. Food service to emergency workers will be provided within 48 hours of an emergency at the Forman Center and High School. Service will include cold breakfasts, hot coffee, cold beverages, cold sandwiches and snacks.
6. Hot food will be produced at 100% (50,000 meals per day) for all locations within 72 hours following an emergency:
  - a) Forman Center – 20,000 hot meals
  - b) High School – 10,000 hot meals (500 meals to be delivered at 9:00 am, 11:00 am, 1:00 pm and 3:00 pm)
  - c) All other schools – 5,000 hot meals (meals to be delivered at 9:00 am, 11:00 am, 1:00 pm and 3:00 pm)
7. Bottled water, ice, and MRE's will be delivered to all locations; including portable feeding units (refer to Portable Feeding Unit Emergency Plan).

*NOTE: The City of Pembroke Pines will need to provide a designated dry storage area at each school for emergency readiness foodservice supplies, as existing foodservice storage is limited and inadequate for this purpose. Chartwells to supply dry storage requirements including approximate square footage needed per school.*



## 10 Day Sample Hot Meal Menu

### DAY 1

Breaded Chicken with Pasta  
with Marinara Sauce Green  
Beans  
Pineapple  
Milk, Juice, Coffee

### DAY 2

Hot Open Turkey Sandwich  
and Gravy  
Mashed Potatoes Corn  
Milk, Juice, Coffee

### DAY 3

Macaroni and Cheese Peas  
and Carrots Tropical Fruit  
Salad Milk, Juice, Coffee

### DAY 4

Meatloaf  
Mashed Potatoes & Gravy  
Mixed Vegetables  
Bread Stick  
Milk, Juice, Coffee

### DAY 5

Italian Baked Ziti Green Beans  
Pineapple  
Milk, Juice, Coffee

### DAY 6

Baked Chicken Glazed  
Carrots Corn Bread Peaches  
Milk, Juice, Coffee

### DAY 7

Salisbury steak  
Mashed Potatoes & Gravy  
Green Beans  
Bread Stick  
Milk, Juice, Coffee

### DAY 8

Baked Lasagna Mixed  
Vegetables Pears  
Milk, Juice, Coffee

### DAY 9

Roasted Turkey Mashed  
Potato/Gravy Bread Stick  
Peaches  
Milk, Juice, Coffee

### DAY 10

Oven Fried Breaded Chicken  
Peas & Carrots  
Mixed Fruit Salad Milk, Juice,  
Coffee



## Sample Cold Breakfast Menu for Emergency Workers

Assorted Cereals – Raisin Bran, Corn Flakes or Cinnamon Toast  
Crunch  
Muffin  
Assorted Granola Bar  
Bagels  
Fruit Juice Milk

## Sample Cold Sandwich Menu for Emergency Workers

### Day 1

Roast Turkey & American Cheese on White Bag of Chips  
Canned Soda Hot Coffee Cookie

### Day 2

Ham & Swiss American on Wheat Bag of Chips  
Canned Soda Hot Coffee Cookie

### Day 3

Peanut Butter and Jelly on White  
Bag of Chips  
Canned Soda Hot Coffee Cookie



# Emergency Feeding Sites

## Map of City of Pembroke Pines



## Emergency Evacuation

### Large Scale Disaster Plan

- If an evacuation of the building is necessary, each safety representative and manager in the facility will be responsible for checking assigned work areas to assure complete evaluation. This includes restrooms, walk-in coolers and freezers, offices, vehicles, etc. All doors should be closed. All equipment should be shut down. Associates needing assistance will be attended to by a designated person working the same shift.
- Maintain a calm composure.
- Direct all associates to exit the building through the nearest door, unless it is obstructed. Move away from the building – those exiting the back side of the building should move to the Space Labs parking lot beyond the hedge in the back and those exiting through the front (west) and side (north) side of the building should move out into the open parking area, avoiding tall trees and not blocking the path of emergency vehicles. Associates should not move cars.
- Each Safety Rep should report to management all accounted for.
- Await the 'all clear' sign before returning to the building.
- In the event of physical damage to the building, no gas or electrical equipment should be used before they have been checked by authorized personnel.





## Earthquake Procedures

Announce **“SEEK COVER”** ----- If a tremor starts and builds up in strength, everyone must seek cover immediately in doorways or under tables. Move away from storage areas.

### After the Tremor

- Shut off gas (unless very minor tremor). Check for broken lines. If starting up again, turn on gas and spend ten minutes checking for leaks by brushing soapy water and looking for bubbles.
- If serious damage, consider securing electrical power.
- The manager of safety or safety rep in charge should check outside to be sure it is safe – power lines down, etc. Hazardous areas to be blocked off to avoid contact.
- All associates participate in a check of their areas for: Broken or cracked glass, loose fixtures and decorations
- Possible food, ice or other consumables with broken glass or other contamination.
- Report and correct all conditions immediately.



# What's on the Menu?

## 2023 Pembroke Pines, Elementary & Middle School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Mixed Berry Parfait with Granola	Whole Grain Waffles w/Breakfast Syrup	Cinnamon & Maple Pancakes	Whole Grain French Toast Sticks w/Breakfast Syrup	Warm Cheese Croissant
—	—	—	—	—
Whole Grain French Toast Sticks w/Breakfast Syrup	Chicken Biscuit	Bagel w/Cream Cheese	Ham, Egg & Cheese Quesadilla	Bagel w/Cream Cheese
—	—	—	—	—
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
—	—	—	—	—
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
—	—	—	—	—
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
—	—	—	—	—
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
—	—	—	—	—
Fresh Ripe Banana	Chilled Pineapple Chunks	Fresh Orange	Chilled Peaches	Fresh Red Delicious Apple
—	—	—	—	—
Apple Juice	Orange Juice	Grape Juice	Apple Juice	Orange Juice
—	—	—	—	—

Breakfast includes a choice of 1% white, and skim strawberry or chocolate milk.  
This employer is an equal opportunity provider.



# What's on the Menu?

## 2023 Pembroke Pines, Elementary & Middle School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Whole Grain Waffles w/ Breakfast Syrup	Whole Grain French Toast Sticks w/Breakfast Syrup	Whole Grain Cinnamon Roll	Whole Grain Pancakes w/Breakfast Syrup	Oatmeal Bowl w/Raisins
Bagel w/Cream Cheese	Chicken Biscuit	Whole Grain Waffles w/Breakfast Syrup	Ham, Egg & Cheese Quesadilla	Bagel w/Cream Cheese
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Granny Smith Apple	Chilled Pineapple Chunks	Fresh Banana	Chilled Diced Pears	Fresh Orange
Apple Juice	Orange Juice	Grape Juice	Apple Juice	Orange Juice

Breakfast includes a choice of 1% white, and skim strawberry or chocolate milk.  
This employer is an equal opportunity provider.

# What's on the Menu?

## 2023 Pembroke Pines, Elementary & Middle School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Mixed Berry Parfait with Granola	Chorizo Breakfast Burrito	Whole Grain Cinnamon Roll	Sausage & Cheese Biscuit	Whole Grain French Toast Sticks w/Breakfast Syrup
Whole Grain Cinnamon Roll	Bagel w/Cream Cheese	Whole Grain French Toast Sticks w/Breakfast Syrup	Whole Grain Pancakes w/Breakfast Syrup	Bagel w/Cream Cheese
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Fresh Banana	Chilled Peaches	Fresh Plump Grapes	Chilled Pineapple	Tart Granny Smith Apple
Apple Juice	Orange Juice	Grape Juice	Apple Juice	Orange Juice

Breakfast includes a choice of 1% white, and skim strawberry or chocolate milk.  
This employer is an equal opportunity provider.



# What's on the Menu?

## 2023 Pembroke Pines, Elementary & Middle School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Cinnamon Toast Crunch Bar	Sausage & Cheese Biscuit	Tropical Fruit Parfait with Granola	Turkey Sausage & Cheese on English Muffin	Whole Grain Waffles w/Breakfast Syrup
Whole Grain Cinnamon Roll	Bagel w/Cream Cheese	Whole Grain Waffles w/Breakfast Syrup	Bagel w/Cream Cheese	Whole Grain French Toast Sticks w/Breakfast Syrup
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Red Delicious Apple	Chilled Diced Pears	Fresh Banana	Chilled Peaches	Fresh Plump Grapes
Apple Juice	Orange Juice	Grape Juice	Apple Juice	Orange Juice

Breakfast includes a choice of 1% white, and skim strawberry or chocolate milk.  
This employer is an equal opportunity provider.



# What's on the Menu?

## 2023 Pembroke Pines, Elementary & Middle School Breakfast Menu

### MONDAY

Mixed Berry Parfait with  
Granola

Whole Grain French Toast  
Sticks w/Breakfast Syrup

Rice Chex

Frosted Flakes

Lucky Charms

Cinnamon Toast Crunch Cereal

Fresh Banana

Apple Juice

Breakfast includes a choice of 1% white, and skim strawberry or chocolate milk.  
This employer is an equal opportunity provider.



Recipe Number	Recipe Name	Menu Portion Size
'37456	1 MM CK12 Broccoli, Florets, Fresh, Raw, 1/2 Cup	1/2 cup
'37918	1 MM CK12 Broccoli, Florets, Fresh, Steamed, 1/2 Cup	1/2 cup
'34655.35	1 MM CK12 Broccoli, Frozen, 1/2 Cup	1/2 cup
'34655.2	1 MM CK12 Broccoli, Frozen, Seasoned, 1/2 Cup	1/2 cup
'35660	1 MM CK12 Carrots, Fresh, Baby, Bulk, Raw, 1/2 Cup	1/2 cup
'35365.12	1 MM CK12 Chicken, Nuggets (Tyson 10703640928), 5 Each	5 each
'40026.45	1 MM CK12 Chicken, Tenders (Tyson 10703320928), 2 Each	2 each
'34655.4	1 MM CK12 Corn, Frozen, Mexican Style, 1/2 Cup	1/2 cup
'34655	1 MM CK12 Corn, Frozen, Seasoned, 1/2 Cup	1/2 cup
'70574	1 MM CK12 Dinner Roll, WG (Frozen, 1 oz eq), 1 Each	1 each
'34507	1 MM CK12 Fruit, Assorted, Fresh	1 each
'37908.100	1 MM CK12 Hot Dog, Turkey (Butterball 2265582918), WG Hot Dog Bun (Frozen, 2 oz eq)	1 sandwich
'34497	1 MM CK12 Juice, Assorted, 100%, 4 fl oz	1 each
'34737.3	1 MM CK12 Meatballs in Sauce, Beef (4 ct JTM CP5035/5035CE) - Bundle	4 each
'39393.1	1 MM CK12 Pasta, Rotini, WG, 1/2 Cup - Bundle	1/2 cup
'34655.5	1 MM CK12 Peas, Green, Frozen, Seasoned, 1/2 Cup	1/2 cup
'35981.8	1 MM CK12 Quesadilla, Cheese, 10" WG Tortilla	2 wedge
'34932.22	1 MM CK12 Salad Dressing, Honey Mustard, Bulk Condiment (Ken's KE0651), 1 fl oz	1 floz
'34932.11	1 MM CK12 Salad Dressing, Honey Mustard, Bulk Condiment (Ken's KE0651), 1 TBSP	1 tbsp
'34930.1	1 MM CK12 Salad Dressing, Ranch, Light, Bulk Condiment (Kraft 2100064355), 1 TBSP	1 tbsp
'34818.27	1 MM CK12 Salad, Garden, Cheddar	1 each
'35338.2	1 MM CK12 Salad, Side, Corn, Sweet, Ranch (Kraft, Bulk, Light), 1/2 Cup	1/2 cup
'37784.8	2 APL CK12 Beans, Canned, Vegetarian, 1/2 Cup	1/2 cup
'34869.23	2 APL CK12 Beans, Refried, Vegetarian, BAF Santiago 10302, 1/2 Cup	1 each
'66445.10	2 APL CK12 Bun, Hamburger, WG, Alpha 51667 (Frozen, 2 oz eq)	1 each
'34925.352	2 APL CK12 Burger, Beef (Advance Pierre 10000055425/10000042520), WG Bun (Frozen, 2 oz eq)	1 sandwich
'34672	2 APL CK12 Carrots, Frozen, Seasoned, 1/2 Cup	1/2 cup
'39397.1	2 APL CK12 Chicken, Patty (Tyson 10703040928)	1 each
'66445.10	2 APL CK12 Bun, Hamburger, WG, Alpha 51667 (Frozen, 2 oz eq) - Bundle	1 each
'39397.1	2 APL CK12 Chicken, Patty (Tyson 10703040928) - Bundle	1 each
'40107.14	2 APL CK12 Corn Dog, Chicken, WG (Foster Farms 95157/95150)	1 each
'34729.111	2 APL CK12 Empanada, Chicken and Cheese, ENR (Ruiz 73852), 1 each	1 each
'120160	2 APL CK12 Ketchup, 1 oz, Red Gold REDY51Z, PC	1 each

'36236.18	2 APL CK12 Pasta, Macaroni and Cheese (Land O'Lakes 43274), WG, 2/3 Cup	2/3 cup
'34238.1074	2 APL CK12 Pizza, Cheese, WG (Rich's 14006), 8-Cut	1 slice
'34238.1145	2 APL CK12 Pizza, Pepperoni (Smithfield 2781522021), WG, Parbaked (Rich's 14006), 8-Cut	1 slice
'42877.22	2 APL CK12 Potato, French Fries, Straight Cut (McCain, Incredicrisp, 1000001223), 1/2 Cup	2-1/2 ounce
'35038.33	2 APL CK12 Potato, Mashed, Instant (BAF 10799), 1/2 Cup	1/2 cup
'34930.10	2 APL CK12 Salad Dressing, Ranch, Light, Bulk Condiment (Heinz 130009804600), 1 fl oz	1 fl oz
'34873.146	2 APL CK12 Sandwich, Cheese, Grilled, Toasted, Three Cheese, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'37782.217	2 APL CK12 Sandwich, Turkey Ham (Jennie-O 256503/256535), Cheese, WG Bun (Frozen, 2 oz eq)	1 sandwich
'34810.11	2 APL CK12 Taco Filling, Beef (JTM CP5250) - Bundle	3/8 cup
'39573.8	2 APL CK12 Tortilla Chips, 2 oz eq - Bundle	2 oz portion
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'39573.13	2 APL CK12 Tortilla Chips, 1 oz eq - Bundle	1 oz portion
'34810.90	2 APL CK12 Turkey, Taco Meat, Homemade (90/10), Homemade Seasoning), 2 oz M/MA - Bundle	1/3 cup
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'39573.8	2 APL CK12 Tortilla Chips, 2 oz eq - Bundle	2 oz portion
'34810.90	2 APL CK12 Turkey, Taco Meat, Homemade (90/10), Homemade Seasoning), 2 oz M/MA - Bundle	1/3 cup
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'34672.2	3 CK12 Carrots, Seasoned, Canned, 1/2 Cup	1/2 cup
'35365.52	3 CK12 Chicken, Nuggets (Tyson 16478-928), 5 Each	5 each
'70682	3 CK12 Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo, PC	1 each
'73984	3 CK12 Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC	1 each
'39888.177	3 CK12 Salad, Chef, Ham (USDA 100184), Turkey (USDA 100121), Shredded Cheddar	1 each
'64961.6	ARCHIVE (Summer 2023) 3 CK12 Cracker, Saltines, IW, Mini (Kellogg's, Zesta 3010010088), 4 Each	4 each
'39888.172	DS CK12 Hamilton Salad, Turkey (Jennie-O 209903), Cheese	1 each

# What's on the Menu?

## 2023 Pembroke Pines, High School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Glazed French Toast Sticks with Syrup	Waffles with Syrup	Chorizo Breakfast Burrito	Whole Grain Pancakes with Syrup	Bagel with Cream Cheese
Mixed Berry Parfait with Granola	Chicken Biscuit Sandwich	Blueberry & Banana Smoothie	Ham, Egg, & Cheese Breakfast Quesadilla	Hot Cheese Croissant
Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast
Fresh Whole Banana	Fresh Tart Granny Smith Apple	Fresh Whole Pear	Fresh Honeydew Cubes	Fresh Red Delicious Apple
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit



# What's on the Menu?

## 2023 Pembroke Pines, High School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Bagel with Cream Cheese	Glazed French Toast Sticks with Syrup	Hot Cheese Croissant	Whole Grain Pancakes with Syrup	Oatmeal with Raisins
Waffles with Syrup	Chicken Biscuit Sandwich	Whole Grain Cinnamon Roll	Ham, Egg, & Cheese Breakfast Quesadilla	Bagel with Cream Cheese
Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Rice Chex	Rice Chex	Rice chex	Rice Chex	Rice Chex
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast
Fresh Pineapple Chunks	Fresh Tart Granny Smith Apple	Fresh Pear	Fresh Orange	Fresh Canteloupe Cubes
Chilled Fruit	Chilled Fruit	Chilled Fruit	Fruit Fruit	Chilled Fruit



# What's on the Menu?

## 2023 Pembroke Pines, High School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Whole Grain Cinnamon Roll	Chorizo Breakfast Burrito	Glazed French Toast Sticks with Syrup	Pancakes with Syrup	Cinnamon Toast Crunch Bar
Mixed Berry Parfait with Granola	Bagel with Cream Cheese	Whole Grain Cinnamon Roll	Sausage & Cheese Biscuit	Blueberry Banana Smoothie
Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast
Fresh Whole Banana	Fresh Tart Granny Smith Apple	Fresh Fuji Apple	Fresh Pear	Fresh Watermelon Cubes
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit

# What's on the Menu?

## 2023 Pembroke Pines, High School Breakfast Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Whole Grain Cinnamon Roll	Sausage & Cheese Biscuit	Waffles with Syrup	Bagel with Cream Cheese	Oatmeal with Raisins
Waffles with Syrup	Bagel with Cream Cheese	Tropical Fruit Parfait with Granola	Turkey Sausage & Cheese on English Muffin	Glazed French Toast Sticks with Syrup
Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 item(s)	Choose up to 1 items(s)
Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal	Cinnamon Toast Crunch Cereal
Rice Chex	Rice Chex	Rice Chex	Rice Chex	Rice Chex
Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms	Lucky Charms
Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes	Frosted Flakes
Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast	Offered with Entree 3 Whole Grain Toast
Fresh Pineapple Chunks	Fresh Red Delicious Apple	Fresh Banana	Fresh Orange	Fresh Honeydew Cubes
Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit	Chilled Fruit



# What's on the Menu?

## 2023 Pembroke Pines, High School Breakfast Menu

### MONDAY

Glazed French Toast Sticks  
with Syrup

Mixed Berry Parfait with Granola

Choose up to 1 item(s)

Cinnamon Toast Crunch Cereal

Rice Chex

Lucky Charms

Frosted Flakes

Offered with Entree 3  
Whole Grain Toast

Fresh Honeydew Cubes

Chilled Fruit



Recipe Number	Recipe Name	Menu Portion Size
'34655.1	1 MM CK12 Beans, Green, Frozen, Seasoned, 1/2 Cup	1/2 cup
'34828.92	1 MM CK12 Beef (Advance Pierre 10000016140), Teriyaki Sauce (Minh 69144)	2-2/3 oz meat
'37456	1 MM CK12 Broccoli, Florets, Fresh, Raw, 1/2 Cup	1/2 cup
'34655.2	1 MM CK12 Broccoli, Frozen, Seasoned, 1/2 Cup	1/2 cup
'34925.301	1 MM CK12 Burger, Cheeseburger, Beef (Advance Pierre 10000055425/10000042520), WG Bun (Frozen, 2 o	1 sandwich
'35660	1 MM CK12 Carrots, Fresh, Baby, Bulk, Raw, 1/2 Cup	1/2 cup
'35365.12	1 MM CK12 Chicken, Nuggets (Tyson 10703640928), 5 Each	5 each
'40026.45	1 MM CK12 Chicken, Tenders (Tyson 10703320928), 2 Each	2 each
'34655.4	1 MM CK12 Corn, Frozen, Mexican Style, 1/2 Cup	1/2 cup
'70574	1 MM CK12 Dinner Roll, WG (Frozen, 1 oz eq), 1 Each	1 each
'34507	1 MM CK12 Fruit, Assorted, Fresh	1 each
'37908.100	1 MM CK12 Hot Dog, Turkey (Butterball 2265582918), WG Hot Dog Bun (Frozen, 2 oz eq)	1 sandwich
'34497	1 MM CK12 Juice, Assorted, 100%, 4 fl oz	1 each
'34737.3	1 MM CK12 Meatballs in Sauce, Beef (4 ct JTM CP5035/5035CE)	4 each
'40782.11	1 MM CK12 Pasta, Alfredo (Knorr 10048001367545), Chicken (Tyson 10244020928/), WG Rotini	1 cup
'39393.1	1 MM CK12 Pasta, Rotini, WG, 1/2 Cup	1/2 cup
'34655.5	1 MM CK12 Peas, Green, Frozen, Seasoned, 1/2 Cup	1/2 cup
'35981.8	1 MM CK12 Quesadilla, Cheese, 10" WG Tortilla	2 wedge
'2.7	1 MM CK12 Rice, Brown, 1/2 Cup	1/2 cup
'34932.22	1 MM CK12 Salad Dressing, Honey Mustard, Bulk Condiment (Ken's KE0651), 1 fl oz	1 floz
'39888.120	1 MM CK12 Salad, Caesar, Chicken (Tyson 10703020928)	1 serving(s)
'34818.27	1 MM CK12 Salad, Garden, Cheddar	1 each
'35338.2	1 MM CK12 Salad, Side, Corn, Sweet, Ranch (Kraft, Bulk, Light), 1/2 Cup	1/2 cup
'43905.79	1 MM CK12 Sandwich, Chicken (Tyson 10703020928), Nashville, WG Bun (Frozen, 2 oz eq)	1 sandwich
'37784.8	2 APL CK12 Beans, Canned, Vegetarian, 1/2 Cup	1/2 cup
'34869.23	2 APL CK12 Beans, Refried, Vegetarian, BAF Santiago 10302, 1/2 Cup	1 each
'66445.10	2 APL CK12 Bun, Hamburger, WG, Alpha 51667 (Frozen, 2 oz eq)	1 each
'34925.352	2 APL CK12 Burger, Beef (Advance Pierre 10000055425/10000042520), WG Bun (Frozen, 2 oz eq)	1 sandwich
'34925.505	2 APL CK12 Burger, Cheeseburger, Beef (Advance Pierre 10000055425/10000042520), RF American, WG Bun	1 sandwich
'34729.102	2 APL CK12 Burrito, Bean, & Cheese, Homemade, 10" WG Tortilla	1 each
'34729.36	2 APL CK12 Burrito, Beef (JTM CP5250) and Bean, Cheese, Homemade, 10" WG Tortilla	1 each
'34672	2 APL CK12 Carrots, Frozen, Seasoned, 1/2 Cup	1/2 cup
'40849.59	2 APL CK12 Chicken, Boneless Wings (Tyson 10703620928), Buffalo Ranch (Kraft, Light)	5 each

'50456.5	2 APL CK12 Chicken, Curry, Diced (Tyson 10460120928/10228300928)	1/3 cup
'80960.7	2 APL CK12 Chicken, Drumstick (Tyson 10264350928), Jerk	1 each
'40849.1	2 APL CK12 Chicken, Popcorn, Spicy (Tyson 10703680928), Buffalo Style	12 piece
'36914.77	2 APL CK12 Chicken, Sweet & Sour, Popcorn (Tyson 10269760928), Sauce (MINH 69142), Pineapple	12 each
'40107.14	2 APL CK12 Corn Dog, Chicken, WG (Foster Farms 95157/95150)	1 each
'52020	2 APL CK12 Dinner Roll, WG, Scratch, 1 oz	1 each
'50141.27	2 APL CK12 Fish (Tilapia), Caribbean Jerk	1 piece
'77319	2 APL CK12 Ketchup, 9 Gram, Generic, PC	1 each
'34510.114	2 APL CK12 Parfait, Lunch, Yogurt (Strawberry), Strawberry, Granola (GM 10016000271118)	1 serving(s)
'152847.1	2 APL CK12 Pasta, Chicken, Diced (Tyson 10460120928/10228300928), WG Penne, Spicy Tomato Sauce	1 serving(s)
'36236.18	2 APL CK12 Pasta, Macaroni and Cheese (Land O'Lakes 43274), WG, 2/3 Cup	2/3 cup
'34238.1074	2 APL CK12 Pizza, Cheese, WG (Rich's 14006), 8-Cut	1 slice
'34238.1145	2 APL CK12 Pizza, Pepperoni (Smithfield 2781522021), WG, Parbaked (Rich's 14006), 8-Cut	1 slice
'42877.22	2 APL CK12 Potato, French Fries, Straight Cut (McCain, Incredicrisp, 1000001223), 1/2 Cup	2-1/2 ounce
'39251.33	2 APL CK12 Potato, Oven Fries, Sweet Potato, Crinkle Cut (McCain MCF04566), 1/2 Cup	3-1/4 ounce
'39251.38	2 APL CK12 Potato, Sweet, Fries, Savory (McCain, Harvest Splendor 1000004309), 1/2 Cup	3-1/8 ounce
'34680.33	2 APL CK12 Potato, Tater Tots (McCain OIF00215A), 1/2 Cup	2-1/2 ounce
'34654.13	2 APL CK12 Rice, Brown, Cilantro Lemon, 1/2 Cup	1/2 cup
'153172	2 APL CK12 Rice, Brown, Steamed, Ginger, Scallion, 1/2 Cup	1/2 cup
'2.33	2 APL CK12 Rice, White, ENR Long Grain, 1/2 Cup	1/2 cup
'2.41	2 APL CK12 Rice, White, ENR Parboiled, 1/2 Cup	1/2 cup
'34930.10	2 APL CK12 Salad Dressing, Ranch, Light, Bulk Condiment (Heinz 130009804600), 1 fl oz	1 floz
'104425.3	2 APL CK12 Salad, Chicken (Tyson 10269760928), Buffalo, Ranch (Kraft, Light)	1 serving(s)
'34873.146	2 APL CK12 Sandwich, Cheese, Grilled, Toasted, Three Cheese, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq) - Bundle	1 sandwich
'37782.217	2 APL CK12 Sandwich, Turkey Ham (Jennie-O 256503/256535), Cheese, WG Bun (Frozen, 2 oz eq) - Bundle	1 sandwich
'34921.160	2 APL CK12 Sandwich, Parmesan, Chicken (Tyson 10703020928), WG Bun (Frozen, 2 oz eq)	1 sandwich
'37782.217	2 APL CK12 Sandwich, Turkey Ham (Jennie-O 256503/256535), Cheese, WG Bun (Frozen, 2 oz eq)	1 sandwich
'37895.106	2 APL CK12 Sandwich, Wrap, BBQ (Heinz 130005001000), Chicken (Tyson 10703040928), Cheddar, 10" ENR	1 sandwich
'43732.2	2 APL CK12 Sandwich, Wrap, Spicy Buffalo Ranch (Kraft, Light), Chicken (Tyson 10703320928), 8" WG Tortilla	1 sandwich
'37909.11	2 APL CK12 Sauce, BBQ, Bulk Condiment, BBQ (Heinz 130005001000)	1 floz
'127499	2 APL CK12 Sauce, Curry (Monsoon Kitchen PMK3003)	1/3 cup
'43473.11	2 APL CK12 Sauce, Sweet & Sour (Minh 69142), 1 fl oz	1 floz

'43473.12	2 APL CK12 Sauce, Teriyaki (Minh 69144), 1 fl oz	1 floz
'35034.10	2 APL CK12 Tostados, Beef (JTM CP5250/5250CE), Bean, Salsa, 10" WG Tortilla	1 serving(s)
'39573.8	2 APL CK12 Tortilla Chips, 2 oz eq - Bundle	2 oz portion
'34810.90	2 APL CK12 Turkey, Taco Meat, Homemade (90/10), Homemade Seasoning), 2 oz M/MA - Bundle	1/3 cup
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'34938.1	3 CK12 Sour Cream, 1 fl oz - Bundle	2 tbsp
'34941.331	2 APL CK12 Wrap, Chicken (Tyson 10460120928/10228300928), Caesar (Ken's KE0827), 10" WG Tortilla	1 sandwich
'34672.2	3 CK12 Carrots, Seasoned, Canned, 1/2 Cup	1/2 cup
'40849.23	3 CK12 Chicken, General Tso (Nestle, Minor's 50000-31310), Fajita (Multiple MINs)	3-1/2 oz meat
'42691.31	3 CK12 Chicken, Orange, Diced (USDA 100101), Frozen Oriental Vegetables	3/4 cup
'70682	3 CK12 Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo, PC	1 each
'73984	3 CK12 Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC	1 each
'34801.19	3 CK12 Potato, Oven Fries, Wedge (McCain OIF00024A), 1/2 cup	1/2 cup
'34872.1	3 CK12 Potato, Wedges (USDA 100356), Oven Roasted, Seasoned	1/2 cup
'39888.177	3 CK12 Salad, Chef, Ham (USDA 100184), Turkey (USDA 100121), Shredded Cheddar - Bundle	1 each
'64961.6	ARCHIVE (Summer 2023) 3 CK12 Cracker, Saltines, IW, Mini (Kellogg's, Zesta 3010010088), 4 Each - Bundle	4 each
'64961.6	ARCHIVE (Summer 2023) 3 CK12 Cracker, Saltines, IW, Mini (Kellogg's, Zesta 3010010088), 4 Each	4 each
'39888.172	DS CK12 Hamilton Salad, Turkey (Jennie-O 209903), Cheese	1 each

Recipe Number	Recipe Name	Menu Portion Size
'37456	1 MM CK12 Broccoli, Florets, Fresh, Raw, 1/2 Cup	1/2 cup
'37918	1 MM CK12 Broccoli, Florets, Fresh, Steamed, 1/2 Cup	1/2 cup
'34655.2	1 MM CK12 Broccoli, Frozen, Seasoned, 1/2 Cup	1/2 cup
'35660	1 MM CK12 Carrots, Fresh, Baby, Bulk, Raw, 1/2 Cup	1/2 cup
'40849.6	1 MM CK12 Chicken, Boneless Wings (Tyson 10703620928), Buffalo Style	5 each
'35365.12	1 MM CK12 Chicken, Nuggets (Tyson 10703640928), 5 Each	5 each
'40026.45	1 MM CK12 Chicken, Tenders (Tyson 10703320928), 2 Each	2 each
'34655	1 MM CK12 Corn, Frozen, Seasoned, 1/2 Cup	1/2 cup
'70574	1 MM CK12 Dinner Roll, WG (Frozen, 1 oz eq), 1 Each	1 each
'34507	1 MM CK12 Fruit, Assorted, Fresh	1 each
'34497	1 MM CK12 Juice, Assorted, 100%, 4 fl oz	1 each
'34737.3	1 MM CK12 Meatballs in Sauce, Beef (4 ct JTM CP5035/5035CE)	4 each
'34737.3	1 MM CK12 Meatballs in Sauce, Beef (4 ct JTM CP5035/5035CE) - Bundle	4 each
'39393.1	1 MM CK12 Pasta, Rotini, WG, 1/2 Cup - Bundle	1/2 cup
'34655.5	1 MM CK12 Peas, Green, Frozen, Seasoned, 1/2 Cup	1/2 cup
'35981.8	1 MM CK12 Quesadilla, Cheese, 10" WG Tortilla	2 wedge
'34932.22	1 MM CK12 Salad Dressing, Honey Mustard, Bulk Condiment (Ken's KE0651), 1 fl oz	1 floz
'34818.27	1 MM CK12 Salad, Garden, Cheddar	1 each
'35338.2	1 MM CK12 Salad, Side, Corn, Sweet, Ranch (Kraft, Bulk, Light), 1/2 Cup	1/2 cup
'34934.10	1 MM CK12 Salsa, Mild, 1 fl oz	1 floz
'43905.79	1 MM CK12 Sandwich, Chicken (Tyson 10703020928), Nashville, WG Bun (Frozen, 2 oz eq)	1 sandwich
'37784.8	2 APL CK12 Beans, Canned, Vegetarian, 1/2 Cup	1/2 cup
'34869.23	2 APL CK12 Beans, Refried, Vegetarian, BAF Santiago 10302, 1/2 Cup	1 each
'34828.119	2 APL CK12 Beef (Advance Pierre 10000097870/10000097868), Teriyaki Sauce (Minh 69144)	2 oz meat
'126153	2 APL CK12 Bowl, Korean, Beef, Steak (Advance Pierre 10000016140), Buddha	1 serving(s)
'35382.66	2 APL CK12 Bowl, Mashed Potatoes (BAF 10799), Popcorn Chicken (Tyson 10703680928)	1 serving(s)
'66445.10	2 APL CK12 Bun, Hamburger, WG, Alpha 51667 (Frozen, 2 oz eq)	1 each
'34925.352	2 APL CK12 Burger, Beef (Advance Pierre 10000055425/10000042520), WG Bun (Frozen, 2 oz eq)	1 sandwich
'34925.991	2 APL CK12 Burger, Cheeseburger, Bacon, Beef (Advance Pierre 10000055425/10000042520), WG	1 sandwich
'34925.827	2 APL CK12 Burger, Cheeseburger, Beef (Advance Pierre 10000037600), Bacon, WG Bun (Frozen, 2	1 sandwich
'34729.102	2 APL CK12 Burrito, Bean, & Cheese, Homemade, 10" WG Tortilla	1 each
'34729.38	2 APL CK12 Burrito, Chicken (Tyson 10244020928), Bean, Cheese, 10" WG Tortilla	1 each
'34672	2 APL CK12 Carrots, Frozen, Seasoned, 1/2 Cup	1/2 cup

'39397.1	2 APL CK12 Chicken, Patty (Tyson 10703040928)	1 each
'66445.10	2 APL CK12 Bun, Hamburger, WG, Alpha 51667 (Frozen, 2 oz eq) - Bundle	1 each
'39397.1	2 APL CK12 Chicken, Patty (Tyson 10703040928) - Bundle	1 each
'36914.95	2 APL CK12 Chicken, Popcorn (Tyson 10703680928), Sweet & Sour (Minh 69142), 6 each	6 each
'40107.14	2 APL CK12 Corn Dog, Chicken, WG (Foster Farms 95157/95150)	1 each
'34729.111	2 APL CK12 Empanada, Chicken and Cheese, ENR (Ruiz 73852), 1 each	1 each
'50141.27	2 APL CK12 Fish (Tilapia), Caribbean Jerk	1 piece
'37908.323	2 APL CK12 Hot Dog, Beef (Smithfield 70247810960), WG Hot Dog Bun (Frozen, 2 oz eq)	1 sandwich
'37908.141	2 APL CK12 Hot Dog, Turkey (Butterball 2265582918), Chili (85/15), Cheese, WG Hot Dog Bun (Fro:	1 sandwich
'120160	2 APL CK12 Ketchup, 1 oz, Red Gold REDY51Z, PC	1 each
'34510.114	2 APL CK12 Parfait, Lunch, Yogurt (Strawberry), Strawberry, Granola (GM 10016000271118)	1 serving(s)
'34510.129	2 APL CK12 Parfait, Lunch, Yogurt (Strawberry), Strawberry, Granola (GM 10016000378541)	1 serving(s)
'40782.21	2 APL CK12 Pasta, Alfredo (Knorr 10048001367545), Chicken (Tyson 10460120928/10228300928),	1 serving(s)
'36236.18	2 APL CK12 Pasta, Macaroni and Cheese (Land O'Lakes 43274), WG, 2/3 Cup	2/3 cup
'36236.133	2 APL CK12 Pasta, Macaroni and Cheese, WG (Land O'Lakes 43274), Beef, Crumbles (JTM CP5868/!	2/3 cup
'34238.1074	2 APL CK12 Pizza, Cheese, WG (Rich's 14006), 8-Cut	1 slice
'34238.1145	2 APL CK12 Pizza, Pepperoni (Smithfield 2781522021), WG, Parbaked (Rich's 14006), 8-Cut	1 slice
'73930.13	2 APL CK12 Pork, Cajun, Roasted Pork Loin (Raw)	2 oz meat
'42877.22	2 APL CK12 Potato, French Fries, Straight Cut (McCain, Incredicrisp, 1000001223), 1/2 Cup	2-1/2 ounce
'35038.33	2 APL CK12 Potato, Mashed, Instant (BAF 10799), 1/2 Cup	1/2 cup
'34680.33	2 APL CK12 Potato, Tater Tots (McCain OIF00215A), 1/2 Cup	2-1/2 ounce
'153172	2 APL CK12 Rice, Brown, Steamed, Ginger, Scallion, 1/2 Cup	1/2 cup
'34903.15	2 APL CK12 Rice, ENR Parboiled, Kidney Beans, 1/2 Cup	1/2 cup
'2.41	2 APL CK12 Rice, White, ENR Parboiled, 1/2 Cup	1/2 cup
'34930.10	2 APL CK12 Salad Dressing, Ranch, Light, Bulk Condiment (Heinz 130009804600), 1 fl oz	1 floz
'104425.3	2 APL CK12 Salad, Chicken (Tyson 10269760928), Buffalo, Ranch (Kraft, Light)	1 serving(s)
'35338.33	2 APL CK12 Salad, Side, Corn, Ranch (Kraft, Bulk, Light), 1/2 Cup	1/2 cup
'34388.6	2 APL CK12 Sandwich, Avocado, Lettuce, Tomato, Swiss, Pepper-Jack, 6" WG (Rich's 8763)	1 each
'34873.146	2 APL CK12 Sandwich, Cheese, Grilled, Toasted, Three Cheese, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34737.384	2 APL CK12 Sandwich, Meatball, Beef (4 ct, JTM CP5035/5035CE), Italian, WG Sub Roll (Rich's 1178	1 sandwich
'37782.217	2 APL CK12 Sandwich, Turkey Ham (Jennie-O 256503/256535), Cheese, WG Bun (Frozen, 2 oz eq)	1 sandwich
'44955.19	2 APL CK12 Sandwich, Wrap, BLT, Turkey (Jennie-O 209903), Lettuce, 10" WG Tortilla	1 sandwich
'34941.390	2 APL CK12 Sandwich, Wrap, Chicken (Tyson 10703020928), Caesar (Ken's KE0827), 10" WG Tortill	1 sandwich

'39555.11	2 APL CK12 Sandwich, Wrap, Santa Fe, Turkey (Jennie-O 209903), Cheddar, 10" WG Tortilla	1 sandwich
'34941.135	2 APL CK12 Sandwich, Wrap, Spicy Caesar, Chicken (Tyson 10703140928), 8" WG Tortilla	1 sandwich
'33764.9	2 APL CK12 Sloppy Joe Meat, Homemade, Beef (85/15)	1/3 cup
'34810.11	2 APL CK12 Taco Filling, Beef (JTM CP5250) - Bundle	3/8 cup
'39573.8	2 APL CK12 Tortilla Chips, 2 oz eq - Bundle	2 oz portion
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'88723.3	2 APL CK12 Taco, Turkey (Jennie-O 285628), 6" WG Tortilla, 2 each	2 each
'39573.8	2 APL CK12 Tortilla Chips, 2 oz eq - Bundle	2 oz portion
'34810.90	2 APL CK12 Turkey, Taco Meat, Homemade (90/10), Homemade Seasoning), 2 oz M/MA - Bundle	1/3 cup
'37852.3	3 CK12 Cheese, Cheddar, RF, Shredded, 1/2 oz - Bundle	1/2 ounce
'34672.2	3 CK12 Carrots, Seasoned, Canned, 1/2 Cup	1/2 cup
'35365.52	3 CK12 Chicken, Nuggets (Tyson 16478-928), 5 Each	5 each
'70682	3 CK12 Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo, PC	1 each
'73984	3 CK12 Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC	1 each
'34801.20	3 CK12 Potato, Oven Fries, Curly, Seasoned (LambWeston D0073), 1/2 Cup	2-1/4 ounce
'35178.95	3 CK12 Quesadilla, Pork, Pulled (USDA 110730), Carnitas, Cheese, 10" WG Tortilla	1 serving(s)
'39888.177	3 CK12 Salad, Chef, Ham (USDA 100184), Turkey (USDA 100121), Shredded Cheddar	1 each
'64961.6	ARCHIVE (Summer 2023) 3 CK12 Cracker, Saltines, IW, Mini (Kellogg's, Zesta 3010010088), 4 Each	4 each
'39888.172	DS CK12 Hamilton Salad, Turkey (Jennie-O 209903), Cheese	1 each



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE

Run Date: 05/17/2023

Pembroke Pines Charter Schools (11123)

Report Parameters	
Menus Included:	Sales- High School Lunch 2023-2024
Days/Dates Included:	1 - 31
Meal Periods Included:	Lunch
Stations Included:	Create, 2Mato, Roost, Grill, Extra Extra, Milk & Condiments, Sides for All Meals
Diets Included:	
Inventory Categories Included:	Alcohol, Appetizers, Bakery, Bakery Products/Mixes, Bakery/Batters/Doughs, Bars/Cereal, Beef, Beverages, Bread/Rolls/Bagels, Cheese, Condiments, Dairy, Dairy Frozen, Desserts, Disposable, Egg Products, Eggs, Entree, Fish, Fruits, Fruits/Vegetables, Groceries, Groceries Dry, Groceries Frozen, Groceries Refrigerated, Herbs, Ice Cream, Lamb, Meat/Fish/Poultry, Milk, Non-Foods, Nourishments, Other, Pasta, Pasta/Rice/Grains, Pork, Poultry, Prepared, Produce, Snacks, Soups/Sauces, Spices/Seasonings, Supplements, Tortillas, Veal, Vegetables, Yogurt
<b>Purpose of the Report:</b>	
The purpose of the MenuWorks Shopping List Report is to provide a consolidated list of all ingredients needed based on a menu's forecast. The ingredients are categorized by inventory type and listed in user-friendly units of measure.	



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Bakery</b>							
Bread, White Wheat, Slice, 1 oz eq, Alpha Baking 11627 CK12	Alpha/National Baking	11627	Alpha Baking Frozen 11627; 6/24 oz	381 lb	381 lb		
Bun, Hamburger, White Wheat, 2 oz Alpha Baking Frozen 51667 CK12	Alpha/National Baking	51667	Alpha Baking Frozen 51667; 120 count/case	3876 lb	31008 ea		
Bun, Hot Dog, White Wheat, 2 oz eq, Alpha Baking 53680 CK12	Alpha/National Baking	53680	Alpha Baking Frozen 53680; 12/12 count	180 lb	1440.01 ea		
Crust, Pizza, 16", WG, Parbaked, Richs 14006 CK12	Rich's Products	14006	Rich's 14006; 18 crusts/case	650.25 lb	612 ea		
Roll, Dinner, White Wheat, 1 oz eq, Alpha 33607 CK12	Alpha/National Baking	33607	Alpha Baking Frozen 33607; 8/24 count	284.63 lb	4140.01 ea		
<b>Dairy</b>							
Cheese, American, Pre-Sliced, .5 oz	Great Lakes	90005	Cheese Amer Yel 160 SI Pullman; 4/5 LB	175.5 lb	5615.97 slice		
Cheese, American, Reduced Fat, Sliced, .5 oz CK12	Land O Lakes	46253	Nutrition and Ingredients based off Land O'Lakes 46253; 6/5 lb	324.75 lb	324.75 lb		
Cheese, American, White Swiss, Sliced, 0.5 oz	Great Lakes	90041	CHEESE SWISS AMERICAN 160CT; 4/5 LB	18.75 lb	600.01 slice		
Cheese, Cheddar, Pre-Shredded	Great Lakes	90011	CHEESE CHEDDAR SHRD FCY; 4/5 LB	2167.95 lb	2167.95 lb		
Cheese, Cheddar, Reduced Fat CK12	USDA Commodity	100012	Includes USDA 100012; 6/5 lb Ingredients based off Masters Gallery Select	37.5 lb	37.5 lb		
Cheese, Mozzarella, Part Skim, Pre-Shredded	Great Lakes	90002	Cheese Mozzarella LMPS Feather Shredded 4/5 Lb *Menu More	647.55 lb	647.55 lb		



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<b>Dairy</b>							
Cheese, Pepper Jack, Loaf	Great Lakes	90028	Foodbuy Prop Cheese Pepper Jack Print ZTF REF 1/10 Lb AVG	37.5 lb	37.5 lb		
Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo 47703, PC CK12	Dean Foods		Dean Foods, TruMoo; 50 count/case	13200 lb	26400 ea		
Milk, Lowfat, 1%, Bulk	Local-Dairy		Milk 1% Plastic Ref 4/1 Gal	143.45 lb	16.67 gal		
Milk, Skim/Nonfat, 8 floz, PC	Dean Foods Dairy	200125	Milk Skim; 24/.5 PT	23.33 lb	43.2 ea		
Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC CK12	Dean Foods Dairy		Dean Foods, McArthur Dairy; 50 count/case	12071.1 lb	22440.38 ea		
Sour Cream, Lowfat	Daisy Brand Inc	ILI5	Sour Cream Light Cultured All Natural 4/5 Lb	22.53 lb	22.53 lb		
Sour Cream, Real	Daisy Brand Inc	IDA5	Sour Cream Cultured Grade A 4/5 Lb	37.5 lb	37.5 lb		
Yogurt, Strawberry, Low Fat, 64oz Yoplait 10070470166312 CK12	General Mills	100704701663		180 lb	45 pouch		
<b>Groceries Dry</b>							
Beans, Baked, Vegetarian, Reduced Sodium, Canned	Bush Brothers	1638	BEAN BKED VEGETARIAN, RED SOD; 6/#10 CN	1031.75 lb	147.4 Can#10		
Beans, Refried, Vegetarian, Canned	MegaMex Foods	7816	Refried Vegetarian Beans, 112oz 6/#10 cans	184.72 lb	24.23 Can#10		
Beans, Refried, Vegetarian, Low Sodium, Basic American Foods, Santiago 10302 CK12	Basic American	10302	Basic American Foods, Santiago 10302; 6/26.25 oz	23.16 lb	14.12 pouch		
Carrots, Sliced, Low Sodium, Canned CK12	USDA Commodity	100309	USDA 100309; 6/#10 Cans Ingredients based off Del Monte Quality Sliced Carrots.	57.94 lb	9.09 Can#10		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Dry</b>							
Cereal, Granola, Oats n Honey, Bulk, General Mills, Nature Valley 10016000271118 CK12	General Mills	100160002711	General Mills, Nature Valley 100160002711 4/50 oz	85.71 lb	85.71 lb		
Cheese, Parmesan, Grated	J.V.M. Sales Corp - Diverse Supplier	BP125-C	Cheese Parmesan Pure Grated 2/5 Lb	23.7 lb	23.7 lb		
Chips, Tortilla, Round	Mission Foods	8620	CHIP TORTILLA WHITE ROUND; 6/2 LB	150 lb	150 lb		
Cornstarch	National Starch	600280	Cornstarch Regular 1/25 Lb (5049171)	1.87 lb	1.87 lb		
Crackers, Saltine, Mini, WG, IW, 0.39 oz, Kelloggs, Zesta 3010010088, PC CK12	Kellogg's Foodservice	3010010088	Kellogg's, Zesta 3010010088; 300 ct/case	2386.8 lb	97919.98 ea		
Crouton, WG, Bulk, Marzetti 85360 CK12	Marzetti	85360	Marzetti 85360; 4/2.5 lb	18.75 lb	18.75 lb		
Flour, All Purpose	General Mills	100160005442	Flour All Purpose Bleached H&R Sonwil 2/25 Lb	39.15 lb	39.15 lb		
Flour, Whole Wheat	General Mills	100160005807	Flour Wheat Whole Untreated 1/50 Lb	43.2 lb	43.2 lb		
Juice, Lemon	Dr. Pepper Snapple Group	14800582260	Juice Real Lemon Pet Bottle 12/32 Fl	1.61 lb	0.19 gal		
Ketchup, 9 g, Pouch, PC CK12	Red Gold	REDY59G	The allergens and ingredients are based off of Red Gold REDY59G.	36.67 lb	36.67 lb		
Oil, Canola	Sovena USA	200385	Oil Canola Salad 4/1 Ga 4/7.7 Lb	47.92 lb	6.23 gal		
Oil, Cooking Spray	ConAgra Brands - Shelf Stable	6414463111	Pan Coating Arsl Food Release ; 6/17 OZ	1.46 lb	1.38 ea		
Oil, Liquid Butter Alternative, ZTF	Ventura Foods	15391PHA	Butter Alternative Liquid 3/1 Ga 3/7.7 Lb	819.26 lb	103.69 gal		



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<b>Groceries Dry</b>							
Oil, Olive	Catania Spagna Corporation	11333	Oil Olive Pure 100%; 6/1 gal (6/7.7 lb)	10.71 lb	1.41 gal		
Oil, Sesame	American Roland	87162	OIL SESAME PURE 100% 1/3.5 Pint	2.73 lb	2.84 pt		
Pasta, Penne, Whole Grain, Dry	Barilla America	1000013339	Pasta Penne Whole Grain 100% 2/10 Lb (1000011147)	37.5 lb	37.5 lb		
Pasta, Rotini, Whole Grain, Dry	Barilla America	100768080060	Pasta Rotini Whole Grain; 2/10 lb	47.81 lb	47.81 lb		
Pickles, Dill Hamburger Slices	Bay Valley	12722890185	Pickle Dill Hamburger Straight Cut Sliced PET 1/8 In 4/1 Ga	814.82 lb	149.03 gal		
Pineapple, Chunks, Juice Pack, Canned	Del Monte	2001715	Pineapple Chunk Jce; 6/#10	29.93 lb	6 Can#10		
Rice, Brown, Dry, Bens Original	Masterfoods - Ben's Original	10232075	Rice Brown Whole Grain; 1/25 LB	84 lb	84 lb		
Rice, White, Long Grain, Converted, Dry	Riceland	3520024207	Rice Original Long Grain Parboiled; 1/25 Lb	34.5 lb	34.5 lb		
Rice, White, Long Grain, Dry	Riceland	5810813490	Rice Long Grain 4% 1/50 Lb Bag (212265)	20.25 lb	20.25 lb		
Salad Dressing, Caesar, Creamy, Kraft 2100070506 CK12	Ken's Food	KE0827	Ken's KE0827	7.67 lb	7.67 lb		
Salad Dressing, Honey Mustard, Bulk, Kraft 210007052400 CK12	Ken's Food	KE0651	Ken's KE0651; 4/1 Gallon	180.42 lb	180.42 lb		
Salad Dressing, Ranch, Light, Bulk, Dispenser, Heinz 130009804600 CK12	Heinz	130009804600	Heinz 130009804600 1.5 gallon	6.88 oz	0.72 cup		
Salad Dressing, Ranch, Light, Kraft 2100064355 CK12	Kraft General Foods	2100064355	Kraft 2100064355; 4/1 Gallon	105.56 lb	105.56 lb		
Salt, Bulk	Morton Salt	10530140	Salt Table Iodized 24/26oz	1.81 lb	1.81 lb		
Salt, Kosher	Cargill Inc.	6040760	Salt Kosher 12/3 Lb	3.51 lb	3.51 lb		
Sauce, BBQ, Bulk, Dispenser, Kraft Heinz 130005001000 CK12	Heinz	130005001000	Kraft Heinz 130005001000 3 gallon	563.49 lb	1065 cup		



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<b>Groceries Dry</b>							
Sauce, General Tsos, Nestle, Minors 50000-31310 CK12	Nestle	50000-31310	Nestle, Minor's 50000-31310; 4/0.5 Gallon	62.65 lb	62.65 lb		
Sauce, Hot, Original, Franks	French's Foodservice	410556011	SAUCE HOT REDHOT ORG 4-1GAL FRNKS	19.32 lb	2.43 gal		
Sauce, Pizza, Canned CK12	Heinz	13000573300	Ingredients and allergens based on Heinz 13000573300.	252.98 lb	459 cup		
Sauce, Salsa, Mild, Thick and Zesty	MegaMex Foods	07901	Salsa Thick & Chunky Medium 4/1 Gal	42.82 lb	4.69 gal		
Sauce, Soy, Less Sodium, Generic CK12	Kikkoman	00130	Sauce Soy Less Sodium 6/.5 GAL Contains: Wheat, Soy.	4.26 lb	0.47 gal		
Sauce, Spaghetti, Canned	ConAgra Brands - Shelf Stable	2700042201	Sauce Spaghetti W/ Tomato Bit ; 6/ #10	127.12 lb	18.45 Can#10		
Sauce, Sweet and Sour, Less Sodium, Schwan, Minh 69142 CK12	Schwan Corp	69142	Minh (TM) Less Sodium Sweet and Sour Sauce, 5/6 pound bags	544.76 lb	556.58 cup		
Sauce, Teriyaki, Less Sodium, Schwan, Minh 69144 CK12	Schwan Corp	69144	Minh (TM) Teriyaki Less Sodium Sauce 5/6lb	513.89 lb	513.89 lb		
Seasoning, Caribbean Jerk	McCormick & Co	974417	Generic The allergens, ingredients and nutrition are based off of McCormick 974417	6.82 lb	6.82 lb		
Seasoning, Italian	McCormick & Co	900223216	Seasoning Italian Whole ZTF No MSG 6/6.25 Oz (10354)	8.25 oz	0.52 lb		
Spice, Chili Powder	McCormick & Co	900210220	Chili Powder Dark Ground Plastic 6/20 Oz	7.72 lb	7.72 lb		



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<b>Groceries Dry</b>							
Spice, Cumin, Ground	McCormick & Co	900223190	Spice Cumin Grnd; 6/14oz	6.08 lb	6.08 lb		
Spice, Curry Powder	McCormick & Co	900223211	Spice Curry Powder; 6/1 LB	8.01 oz	0.5 lb		
Spice, Garlic Powder	McCormick & Co	900223224	Garlic Powder No MSG ZTF 6/19-21 Oz AVG (10648)	31.98 lb	31.98 lb		
Spice, Garlic, Granulated	McCormick & Co	932365	Seasoning Garlic Granulated 3/7.25 Lb	1.23 lb	1.23 lb		
Spice, Ginger, Ground	McCormick & Co	901431383	Spice Ginger Ground; 6/12.5oz	1.38 oz	0.09 lb		
Spice, Marjoram, Dried	McCormick & Co	932322	Spice Marjoram Lvs; 6/4 OZ	11.99 oz	0.75 lb		
Spice, Onion Powder	McCormick & Co	974306	Spice Onion Powder; 3/5.5 LB	1.87 lb	1.87 lb		
Spice, Oregano, Ground	McCormick & Co	932466	Spice Oregano Ground; 6/13 OZ	2.43 lb	2.43 lb		
Spice, Paprika, Ground	McCormick & Co	932367	Spice Paprika Extra Fancy Ground; 3/5.25LB	9.82 lb	9.82 lb		
Spice, Pepper, Black, Ground	McCormick & Co	932457	Pepper Black Ground Table Large 3/5 Lb	8.42 lb	8.42 lb		
Spice, Pepper, Cayenne	McCormick & Co	900223215	Spice Pepper Cayenne Grnd; 6/14 OZ	38.56 lb	38.56 lb		
Spice, Pepper, Red, Crushed	McCormick & Co	974203	Spice Pepper Red Chili Crushed Flakes; 3/3.25LB	9.35 oz	0.58 lb		
Sugar, Brown, Light	Domino Sugar	404832	Sugar Brown Light 16/2 Lb	100.03 lb	100.03 lb		
Sugar, Granulated	Diamond Crystal	24003	Sugar Granulated Canister; 24/20 oz	9.52 lb	9.52 lb		
Tomato Paste, Canned	ConAgra Brands - Shelf Stable	2700038835	Tomato Paste ZTF 6/#10	1.08 lb	0.15 Can#10		



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<b>Groceries Dry</b>							
Tomato Sauce, Canned	ConAgra Brands - Shelf Stable	2700039061	Sauce Tomato Fcy ; 6/#10	126.59 lb	18.75 Can#10		
Tomatoes, Diced in Juice, No Added Salt, Canned	ConAgra Brands - Shelf Stable	2700038067	TOMATO, DCD IN JCE NO ADDED SALT; Angela Mia; 6/#10	58.44 lb	8.12 Can#10		
Tortilla, Flour, ENR, 10", Ole La Banderita 27108 CK12	Ole Mexican - Diverse Supplier	27108	Ole La Banderita 27108; 16/12 ct	17.99 lb	17.99 lb		
Tortilla, Flour, WG, 10", Ole La Banderita 2757 CK12	Ole Mexican - Diverse Supplier	2757	Ole La Banderita 2757; 144 count/case	365.33 lb	2672.83 ea		
Tortilla, Flour, WG, 8", Ole La Banderita 2754 CK12	Ole Mexican - Diverse Supplier	2754	Ole La Banderita 2754; 12/12 count/case	11.9 lb	105.88 ea		
Vinegar, Red Wine	Heinz	130000083400	Vinegar Red Wine Bulk 4/1 Ga	6.59 lb	0.78 gal		
Vinegar, White	Heinz	130000075600	Vinegar White 6/5 Ga	1.18 lb	0.14 gal		
<b>Groceries Frozen</b>							
Beans, Green, Cut, Frozen	Nortera (Formerly Bonduelle North America)	1091	BEAN, GRN CUT FCY FZN; 1/12/2 LB	51.75 lb	51.75 lb		
Broccoli, Chopped, Frozen	Nortera (Formerly Bonduelle North America)	49001	Broccoli Cut Grade A; 12/2 lb	176.4 lb	176.4 lb		
Carrots, Sliced, Crinkle Cut, Frozen	Nortera (Formerly Bonduelle North America)	1038421	Carrot Sliced KK Grade A P 12/2 Lb	24.6 lb	24.6 lb		
Corn, Cut, Whole Kernel, Frozen	Nortera (Formerly Bonduelle North America)	70085	CORN, KRNL YLW EX STD IQF FZN; 1/20 LB	802.85 lb	802.85 lb		
Macaroni and Cheese, RF, WG, Land O Lakes 43274 CK12	Land O Lakes	43274	Land O'Lakes 43274; 6/5 lb	235 lb	235 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Frozen</b>							
Peas, Green, Frozen	Nortera (Formerly Bonduelle North America)	47052	PEA GRN FCY FZN; 12/2 LB	31.4 lb	31.4 lb		
Potatoes, French Fries, Straight Cut, 3/8 in, McCain 1000001223 CK12	McCain	1000001223	McCain 1000001223; 6/5#	4411.93 lb	4411.93 lb		
Potatoes, French Fries, Sweet, Savory, McCain, Harvest Splendor 1000004309 CK12	McCain	1000004309	McCain 1000004309; 6/2.5 lb	24.4 lb	24.4 lb		
Potatoes, French Fries, Wedges, 8 Cut, McCain, Ore-Ida OIF00024A CK12	McCain	OIF00024A	McCain, Ore- Ida OIF00024A; 6/5 lb	55 lb	55 lb		
Potatoes, IQF, Wedges, FF, Frozen USDA 100356 CK12	USDA Commodity	100356	USDA 100356; 6/5 lb	52.5 lb	52.5 lb		
Potatoes, Sweet, Fries, 7/16", Crinkle Cut, McCain MCF04566 CK12	McCain	MCF04566	McCain MCF04566; 6/2.5 lb	24.37 lb	24.37 lb		
Potatoes, Tator Tots, McCain, Ore- Ida OIF00215A CK12	McCain	OIF00215A	McCain, Ore- Ida OIF00215A; 6/5 lb	19.35 lb	19.35 lb		
Sauce, Alfredo, Mix, Unilever, Knorr 48001367548 CK12	Unilever	48001367548	Unilever, Knorr 48001367548; 4/1 lb	16.67 lb	16.67 lb		
Sauce, Curry, Monsoon Kitchens PMK3003 CK12	Monsoon Kitchens Inc. - Diverse Supplier	PMK3003	Monsoon Kitchens, PMK3003; 2/4 lb	1171.88 lb	1171.88 lb		
Strawberries, Sliced, Unsweetened, Frozen	Dole	17930	Strawberry Sliced 4X1; 6/6.5 LB	62.72 lb	62.72 lb		
Vegetable Blend, Japanese, Frozen	Patterson Vegetable	1475003	Vegetable Blend Japanese Grade A; 12/2 Lb Based off Patterson Vegeable 1475003	114 lb	114 lb		
<b>Groceries Refrigerated</b>							
Base, Beef, Low Sodium, Nestle, Minors 74826332065 CK12	Nestle	74826332065	Nestle, Minor's 74826332065; 6/1 lb	12.2 oz	1.2 cup		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Refrigerated</b>							
Base, Vegetable, Unilever, Knorr, 84151017 CK12	Unilever	84151017	Unilever, Knorr, 84151017; 6/1 LB	2.55 lb	2.55 lb		
Juice, Apple, 4 oz PC CK12	Country Pure	42298/41381/4	Based off: Country Pure Foods, Ardmore Farms 41381; 96 count/case Includes: - Country Pure Foods, Ardmore Farms 42298; 70 count/case - Country Pure Foods, Ardmore Farms 40001; 96 count/case	2200 lb	8800 ea		
Juice, Grape, 4 oz, PC CK12	Country Pure	41382/42301	Based off: Country Pure Foods, Ardmore Farms 41382; 96 count/case Includes: Country Pure Foods, Ardmore Farms 42301; 70 count/case	2200 lb	8800 ea		
Juice, Orange, 100%	Coca-Cola	2500010000	Simply Juice Orange Original 6/52 FI	13.17 lb	1.5 gal		
Juice, Orange, 4 fl oz, PC CK12	Country Pure	42297/41380/1	Ingredients and nutrition based off of: Country Pure Foods, Ardmore Farms 42297/41380; 70 count/case Includes: USDA 100277 and USDA 110651	2200 lb	8800 ea		
Yeast, Bakers, Active, Dry	AB Mauri/ Fleishmann	2192	Yeast Active Dry; 12/2 LB	3.54 lb	3.54 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Beef Patty, Precooked, with Applesauce, 2.5 oz, Advance Pierre 10000055425/10000042520 CK12	Advance Pierre	10000055425/	Advance Pierre 10000055425; 200 count/ case Advance Pierre 10000042520; 200 count/ case	225 lb	1440 ea		
Beef, Philly, Flat Steak, Advance Pierre 10000016140 CK12	Advance Pierre	10000016140	Advance Pierre 10000016140; 10 lb	100 lb	100 lb		
Beef, Taco Filling, Reduced Fat, Frozen JTM CP5250/5250CE CK12	JTM Food Group	CP5250	JTM CP5250; 6/5 lb	38.7 lb	38.7 lb		
Chicken, Chunks, Breaded, Homestyle, WG, Tyson 10269760928 CK12	Tyson Foods	10269760928	Tyson 10269760928; 187 pieces/ case	226.5 lb	8427.93 ea		
Chicken, Chunks, Breaded, WG, FC, .69 oz, Tyson 10703640928 CK12	Tyson Foods	10703640928	Tyson 10703640928; 875 count/ case	135 lb	135 lb		
Chicken, Chunks, Breaded, WG, Tyson 10703620928 CK12	Tyson Foods	10703620928	Tyson 10703620928; 605 count/ case	7.41 lb	7.41 lb		
Chicken, Diced, FC USDA 100101 CK12	USDA Commodity	100101	USDA 100101; 4/10 lb Includes Crider Foods C4500 Ingredients and allergens based off Tony Downs Food Co.	75 lb	75 lb		
Chicken, Diced, Tyson 10244020928 CK12	Tyson Foods	10244020928	Tyson 10244020928; 10 lbs	109.38 lb	109.38 lb		
Chicken, Diced, Tyson 10460120928/10228300928 CK12	Tyson Foods	10460120928/	Tyson 10460120928; 2/5 lb Tyson 10228300928; 2/5 lb Nutrition and ingredients based off 10460120928	191.87 lb	191.87 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Chicken, Drumstick, Unbreaded, FC, 5.05, Tyson 10264350928 CK12	Tyson Foods	10264350928	Tyson 10264350928; 105 count/case	189.37 lb	189.37 lb		
Chicken, Fajita Strips, FC, Frozen-IQF Crider/USDA C3319/100117 CK12	USDA Commodity	C3319/100117	USDA 100117; 6/5 lb or 3/10 lb bags Ingredients and allergens based off Crider Foods C3319 Includes Koch Foods	131.25 lb	131.25 lb		
Chicken, Patty, Breaded, WG, FC, 3.75 oz, Tyson 10703020928 CK12	Tyson Foods	10703020928	Tyson 10703020928; 132 count/case	7509.39 lb	32040 ea		
Chicken, Patty, Breaded, WG, Tyson 10703040928 CK12	Tyson Foods	10703040928	Tyson 10703040928; 175 count/case	22.5 lb	22.5 lb		
Chicken, Popcorn, Breaded, WG, Tyson 10703680928 CK12	Tyson Foods	10703680928	Tyson 10703680928; 1908 count/case	5.04 lb	5.04 lb		
Chicken, Tender, Breaded, WG, FC, 2.07 oz, Tyson 10703320928 CK12	Tyson Foods	10703320928	Tyson 10703320928; 238 count/case	248.4 lb	248.4 lb		
Corn Dog, Chicken, WG, 4 oz, Foster Farms 95150 CK12	Foster Farms	95157/95150	Foster Farms 95157; 72 count/case Foster Farms 95150; 2/5 lb Ingredients and nutrition based off MIN 95157	420 lb	420 lb		
Fish, Tilapia, Fillet, 3-5 oz, Frozen-IQF	Beaver Street Fishery	6217917	Tilapia Filet Skinless Boneless 3/5 oz; Sea Best; 1/10 LB	30 lb	120 piece		
Hot Dog, Turkey, 8:1 6", Butterball 2265582918 CK12	Butterball Turkey	2265582918	Butterball 2265582918; 80 count/case	180 lb	180 lb		
Meatballs, Beef, Cooked, .65 oz, Frozen JTM CP5035/5035CE CK12	JTM Food Group	CP5035/5035C	JTM CP5035/5035C 736 count/case	97.5 lb	2399.99 ea		



## MenuWorks Shopping List Report

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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Pepperoni, Pork, Beef, Sliced, Smithfield, Armour Charproof 2781522021 CK12	Smithfield	2781522021	Smithfield, Armour Charproof 2781522021; 2/5 lb	33.47 lb	33.47 lb		
Pork, Ham, Deli, Whole, USDA 100184 CK12	USDA Commodity	100184	USDA 100184; 4/10 lb	150 lb	150 lb		
Turkey Ham, Sliced, 0.51 oz, Jennie-O 256503/256535 CK12	Jennie-O Turkey	256503/256535	Jennie-O 256503; 12/1 lb Jennie-O 256535; 4/5.25 lb	234.09 lb	234.09 lb		
Turkey, Breast, Deli, Frozen USDA 100121 CK12	USDA Commodity	100121	USDA 100121; 4/9-11 lb	150 lb	150 lb		
Turkey, Ground, 10% Fat, Raw, CK12	Jennie-O Turkey	223620	100% Pure Turkey All Natural 90% Lean 2/10 lb	221.05 lb	221.05 lb		
Turkey, Oven Roasted, Deli, Sliced, 0.5 oz, Jennie-O 209903 CK12	Jennie-O Turkey	209903	Jennie-O 209903; 12/1 lb	472.5 lb	472.5 lb		
<b>Other</b>							
Water				254.5 lb	254.5 lb		
Water, Boiling				1378.81 lb	1378.81 lb		
Water, Cool				5.02 lb	5.02 lb		
Water, Warm				58.94 lb	58.94 lb		
<b>Produce</b>							
Apples, Red Delicious, 138 Count, Fresh	Local-Produce		Apple Red Delicious; 138CT fresh	1487.92 lb	1487.92 lb		
Banana, Petite, Fresh	Local-Produce		Small/Petite Banana Fresh; 1/10 LB	2511.74 lb	2511.74 lb		
Broccoli, Fresh	Local-Produce		Broccoli Crown Frsh	3391.75 lb	3391.75 lb		
Carrots, Fresh	Local-Produce		Carrot Cello Pack Fresh; 48/1 LB	323.43 lb	323.43 lb		
Carrots, Whole Baby, Fresh	Local-Produce		Carrot Baby Cut Pld; 4/5 LB	5115 lb	5115 lb		
Celery, Fresh	Local-Produce		Celery Fresh; 1/36 CT	109.75 lb	109.75 lb		
Cilantro, Fresh	Local-Produce		Cilantro Frsh;	8.92 oz	0.56 lb		
Cucumbers, Fresh	Local-Produce		Cucumber Fresh; 1/12 CT	969.57 lb	969.57 lb		



## MenuWorks Shopping List Report

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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Produce</b>							
Garlic Cloves, Peeled, Fresh	Local-Produce		Garlic Cloves Peeled Fresh	4.87 lb	4.87 lb		
Ginger Root, Fresh	Local-Produce		Ginger Root Frsh; 1/5 LB	13.65 oz	0.85 lb		
Lettuce, Iceberg, Fresh	Local-Produce		Lettuce Iceberg Premium Pltized	10.02 lb	10.02 lb		
Lettuce, Romaine Blend, Fresh	Local-Produce		Lettuce Blend Icebrg/Rom 80/20;	3811.97 lb	3811.97 lb		
Lettuce, Romaine, Fresh	Local-Produce		Lettuce Romaine Fresh; 4/6 CT	67.71 lb	67.71 lb		
Lettuce, Salad Mix w/Carrot, Red Cabbage	Local-Produce		Lettuce Salad Mix 4x5 lb	562.5 lb	562.5 lb		
Onions, Green, Scallion, Fresh	Local-Produce		Onion Green (scallion)	42.72 lb	42.72 lb		
Onions, Red, Fresh	Local-Produce		Onion Red Fresh;	14.7 lb	14.7 lb		
Onions, Yellow, Fresh	Local-Produce		Onion Yellow Fresh	36.8 lb	36.8 lb		
Orange, 138 Count, Fresh	Local-Produce		Orange 138 count Fresh	1861.4 lb	1861.4 lb		
Orange, Fresh	Local-Produce		Orange Fresh; 88 CT	2.54 lb	2.54 lb		
Parsley, Fresh	Local-Produce		Parsley Fresh	3.48 lb	3.48 lb		
Pears, Bartlett, 110 Count, Fresh	Local-Produce		Pear Bartlett; 110 CT Fresh	1837.76 lb	1837.76 lb		
Peppers, Bell, Green, Medium, Fresh	Local-Produce		Pepper Green Bell Frsh Med	45.79 lb	45.79 lb		
Peppers, Bell, Yellow, Fresh	Local-Produce		Pepper Yellow Bell Fresh	15.02 lb	15.02 lb		
Tomatoes, Cherry, Fresh	Local-Produce		Tomato Cherry Fresh	566.67 lb	566.67 lb		
Tomatoes, Fresh	Local-Produce		Tomato Fresh	1531.08 lb	1531.08 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

# What's on the Menu?

## 2023 Pembroke Pines, Middle School Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Hot Dog	Teriyaki Beef	Chicken Tenders	Rotini & Meatballs	Cheese Pizza
Cheese Quesadilla	Bacon Cheeseburger	Grilled Cheese	Corn Dog	Bean & Cheese Burrito
Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad
Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
French Fries	Steamed Rice	Mashed Potatoes	Seasoned Broccoli Florets	Seasoned Corn
Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots
Corn Salad	Baked Beans	Fresh Broccoli Florets	Corn Salad	Fresh Broccoli Florets
Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice

# What's on the Menu?

## 2023 Pembroke Pines, Middle School Lunch



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Sweet & Sour Chicken w/Asian Rice	Cheese Quesadilla	Philly Cheese-steak	Rotini Pasta and Meatballs	Pepperoni Pizza
—	Turkey Tacos	—	Grilled Cheese	—
Chicken Nuggets	—	Corn Dog	—	Cheese Quesadilla
—	Turkey & Cheddar Garden Salad	—	Turkey & Cheddar Garden Salad	—
Turkey & Cheddar Garden Salad	—	Turkey & Cheddar Garden Salad	—	Turkey & Cheddar Garden Salad
—	Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich	—
Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich
—	Seasoned Corn	—	Green Peas	—
Seasoned Broccoli	—	Seasoned Broccoli	—	Seasoned Carrots
—	Baby Carrots	—	Baby Carrots	—
Baby Carrots	—	Baby Carrots	—	Baby Carrots
—	Baked Beans	—	Corn Salad	—
Baby Carrots	—	Fresh Broccoli Florets	—	Fresh Broccoli Florets
—	Fresh Whole Fruit	—	Fresh Whole Fruit	—
Corn Salad	—	Fresh Whole Fruit	—	Fresh Whole Fruit
—	Assorted Fruit Juice	—	Assorted Fruit Juice	—
Fresh Whole Fruit	—	Assorted Fruit Juice	—	Assorted Fruit Juice
—	Assorted Fruit Juice	—	—	Assorted Fruit Juice
Assorted Fruit Juice	—	—	—	Assorted Fruit Juice



# What's on the Menu?

## 2023 Pembroke Pines, Middle School Lunch



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Korean Beef Bowl	Super Tacos	Italian Meatball Sub	Chicken Alfredo	Cheese Pizza
Grilled Cheese	Avocado & Cheese Sandwich	Corn Dog	Cheese Quesadilla	Strawberry Parfait with Parfait
Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad
Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
French Fries	French Fries	Curly Fries	Steamed Broccoli	Seasoned Carrots
Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots
Baked Beans	Corn Salad	Fresh Broccoli Florets	Corn Salad	Fresh Broccoli Florets
Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice

Meal includes 1% white milk, skim chocolate milk, or strawberry skim milk. This employer is an equal opportunity provider.



# What's on the Menu?

## 2023 Pembroke Pines, Middle School Lunch



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Chili Dog	Super Tacos	Cajun Pork Loin	Mac & Cheese	Pepperoni Pizza
—	—	—	—	—
Corn Dog	Chicken Nuggets w/Dinner	Grilled Cheese	Chicken Fried Chicken w/Dinner Roll	Chicken Nuggets
—	—	—	—	—
Turkey & Cheddar Garden Salad	Roll	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad	Turkey & Cheddar Garden Salad
—	—	—	—	—
Turkey & Cheese Sandwich	Turkey & Cheddar Garden Salad	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
—	—	—	—	—
French Fries	Turkey & Cheese Sandwich	Chickpea & Spinach Wrap	Green Peas	Seasoned Carrots
—	—	—	—	—
Baby Carrots	Refried Beans	Kidney Beans	Baby Carrots	Baby Carrots
—	—	—	—	—
Corn Salad	Baby Carrots	Baby Carrots	Corn Salad	Baby Carrots
—	—	—	—	—
Fresh Whole Fruit	Baked Beans	Fresh Broccoli Florets	Fresh Whole Fruit	Fresh Broccoli Florets
—	—	—	—	—
Assorted Fruit Juice	Fresh Whole Fruit	Fresh Whole Fruit	Assorted Fruit Juice	Fresh Whole Fruit
—	—	—	—	—
	Assorted Fruit Juice	Assorted Fruit Juice		Assorted Fruit Juice

# What's on the Menu?

## 2023 Pembroke Pines, Middle School Lunch

### MONDAY

**Cheeseburger**

**Chicken Nuggets w/Dinner Roll**

**Turkey & Cheddar  
Garden Salad**

**Turkey & Cheese Sandwich**

**Curly Fries**

**Baby Carrots**

**Corn Salad**

**Fresh Whole Fruit**

**Assorted Fruit  
Juice**



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

Report Parameters	
Menus Included:	Sales- Elementary School Lunch 2023-2024
Days/Dates Included:	1 - 31
Meal Periods Included:	Lunch
Stations Included:	Create, On the Go, Milk & Condiments, Sides for All Meals
Diets Included:	
Inventory Categories Included:	Alcohol, Appetizers, Bakery, Bakery Products/Mixes, Bakery/Batters/Doughs, Bars/Cereal, Beef, Beverages, Bread/Rolls/Bagels, Cheese, Condiments, Dairy, Dairy Frozen, Desserts, Disposable, Egg Products, Eggs, Entree, Fish, Fruits, Fruits/Vegetables, Groceries, Groceries Dry, Groceries Frozen, Groceries Refrigerated, Herbs, Ice Cream, Lamb, Meat/Fish/Poultry, Milk, Non-Foods, Nourishments, Other, Pasta, Pasta/Rice/Grains, Pork, Poultry, Prepared, Produce, Snacks, Soups/Sauces, Spices/Seasonings, Supplements, Tortillas, Veal, Vegetables, Yogurt
<b>Purpose of the Report:</b>	
The purpose of the MenuWorks Shopping List Report is to provide a consolidated list of all ingredients needed based on a menu's forecast. The ingredients are categorized by inventory type and listed in user-friendly units of measure.	



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Bakery</b>							
Bagel, Plain, WG, Sliced, 2 oz, Bulk, Burry 87830 CK12	Burry Foodservice	87830	Burry 87830; 72 count/case	114 lb	12.67 cs		
Bread, White Wheat, Slice, 1 oz eq, Alpha Baking 11627 CK12	Alpha/National Baking	11627	Alpha Baking Frozen 11627; 6/24 oz	680 lb	680 lb		
Bun, Hamburger, White Wheat, 2 oz Alpha Baking Frozen 51667 CK12	Alpha/National Baking	51667	Alpha Baking Frozen 51667; 120 count/case	560 lb	4480 ea		
Bun, Hot Dog, White Wheat, 2 oz eq, Alpha Baking 53680 CK12	Alpha/National Baking	53680	Alpha Baking Frozen 53680; 12/12 count	74 lb	592 ea		
Crust, Pizza, 16", WG, Parbaked, Richs 14006 CK12	Rich's Products	14006	Rich's 14006; 18 crusts/case	629 lb	592 ea		
Roll, Dinner, White Wheat, 1 oz eq, Alpha 33607 CK12	Alpha/National Baking	33607	Alpha Baking Frozen 33607; 8/24 count	325.6 lb	4736.01 ea		
<b>Dairy</b>							
Cheese, American, Pre-Sliced, .5 oz	Great Lakes	90005	Cheese Amer Yel 160 SI Pullman; 4/5 LB	197.5 lb	6319.97 slice		
Cheese, American, Reduced Fat, Sliced, .5 oz CK12	Land O Lakes	46253	Nutrition and Ingredients based off Land O'Lakes 46253; 6/5 lb	110 lb	110 lb		
Cheese, American, White Swiss, Sliced, 0.5 oz	Great Lakes	90041	CHEESE SWISS AMERICAN 160CT; 4/5 LB	114 lb	3648.03 slice		
Cheese, Cheddar, Pre-Shredded	Great Lakes	90011	CHEESE CHEDDAR SHRD FCY; 4/5 LB	459.57 lb	459.57 lb		
Cheese, Cheddar, Reduced Fat CK12	USDA Commodity	100012	Includes USDA 100012; 6/5 lb Ingredients based off Masters Gallery Select	18.5 lb	18.5 lb		
Cheese, Mozzarella, Part Skim, Pre-Shredded	Great Lakes	90002	Cheese Mozzarella LMPS Feather Shredded 4/5 Lb *Menu More	610.5 lb	610.5 lb		



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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Dairy</b>							
Cheese, Pepper Jack, Loaf	Great Lakes	90028	Foodbuy Prop Cheese Pepper Jack Print ZTF REF 1/10 Lb AVG	228 lb	228 lb		
Milk, Buttermilk, LowFat, Bulk	Local-Dairy	8965881	Dean Foods: Buttermilk 1% Low Fat; 6/.5 GAL	3.86 lb	0.45 gal		
Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo 47703, PC CK12	Dean Foods		Dean Foods, TruMoo; 50 count/case	3872 lb	7744 ea		
Milk, Lowfat, 1%, Bulk	Local-Dairy		Milk 1% Plastic Ref 4/1 Gal	15.38 oz	0.11 gal		
Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC CK12	Dean Foods Dairy		Dean Foods, McArthur Dairy; 50 count/case	4165.71 lb	7744.13 ea		
Yogurt, Plain, Fat Free, Yoplait, 32 oz	General Mills	100704700043	YOGURT PLAIN ORIGINAL FTFR; 6/32 OZ	3.86 lb	1.93 qt		
<b>Groceries Dry</b>							
Beans, Baked, Vegetarian, Reduced Sodium, Canned	Bush Brothers	1638	BEAN BKED VEGETARIAN, RED SOD; 6/ #10 CN	2006.17 lb	286.61 Can#10		
Beans, Black Turtle, Low Sodium, Canned	Bush Brothers	1885	Beans, Black Turtle, Low Sodium Canned; 6/ #10 cans	274.08 lb	41.44 Can#10		
Beans, Kidney, Dark Red, Low Sodium, Canned	Bush Brothers	1745	Beans, Kidney, Dark Red, Low Sodium, Canned; 6/ #10 cans	133.58 lb	18.94 Can#10		
Beans, Refried, Vegetarian, Low Sodium, Basic American Foods, Santiago 10302 CK12	Basic American	10302	Basic American Foods, Santiago 10302; 6/26.25 oz	114.27 lb	69.65 pouch		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Dry</b>							
Carrots, Sliced, Low Sodium, Canned CK12	USDA Commodity	100309	USDA 100309; 6/#10 Cans Ingredients based off Del Monte Quality Sliced Carrots.	190.55 lb	29.89 Can#10		
Cheese, Parmesan, Grated	J.V.M. Sales Corp - Diverse Supplier	BP125-C	Cheese Parmesan Pure Grated 2/5 Lb	2.49 lb	2.49 lb		
Chips, Tortilla, Round	Mission Foods	8620	CHIP TORTILLA WHITE ROUND; 6/2 LB	37 lb	37 lb		
Crackers, Saltine, Mini, WG, IW, 0.39 oz, Kelloggs, Zesta 3010010088, PC CK12	Kellogg's Foodservice	3010010088	Kellogg's, Zesta 3010010088; 300 ct/case	909.48 lb	37311.98 ea		
Juice, Lemon	Dr. Pepper Snapple Group	14800582260	Juice Real Lemon Pet Bottle 12/32 Fl	11.94 lb	1.39 gal		
Ketchup, Low Sodium, 1 oz, Red Gold REDY51Z, PC CK12	Red Gold	REDY51Z	Red Gold REDY51Z; 250 count/case	484 lb	7744.01 ea		
Mayonnaise, Regular, Bulk, Kraft/Heinz, 130005167000/210006421900 CK12	Kraft	130005167000	Mayonnaise, Regular, Bulk, Kraft/Heinz, 130005167000	30.63 lb	30.63 lb		
Mustard, Dijon, Bulk	French's Foodservice	417412806	Mustard Dijon Jar 6/32 Fl	7.83 oz	0.06 gal		
Oil, Canola	Sovena USA	200385	Oil Canola Salad 4/1 Ga 4/7.7 Lb	72.26 lb	9.4 gal		
Oil, Cooking Spray	ConAgra Brands - Shelf Stable	6414463111	Pan Coating Arsl Food Release ; 6/17 OZ	1.69 lb	1.59 ea		
Oil, Liquid Butter Alternative, ZTF	Ventura Foods	15391PHA	Butter Alternative Liquid 3/1 Ga 3/7.7 Lb	27.02 lb	3.42 gal		
Pasta, Penne, Whole Grain, Dry	Barilla America	1000013339	Pasta Penne Whole Grain 100% 2/10 Lb (1000011147)	34.95 lb	34.95 lb		
Pasta, Rotini, Whole Grain, Dry	Barilla America	100768080060	Pasta Rotini Whole Grain; 2/10 lb	94.35 lb	94.35 lb		



## MenuWorks Shopping List Report

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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Dry</b>							
Potatoes, Mashed, Extra Rich, Instant, Basic American Foods 81837	Basic American	81837	Basic American Foods 81837; 6/3.55 lb	25.72 lb	25.72 lb		
Rice, Brown, Dry, Bens Original	Masterfoods - Ben's Original	10232075	Rice Brown Whole Grain; 1/25 LB	76.93 lb	76.93 lb		
Rice, White, Long Grain, Converted, Dry	Riceland	3520024207	Rice Original Long Grain Parboiled; 1/25 Lb	67.83 lb	67.83 lb		
Rice, White, Long Grain, Dry	Riceland	5810813490	Rice Long Grain 4% 1/50 Lb Bag (212265)	39.96 lb	39.96 lb		
Salad Dressing, Honey Mustard, Bulk, Kraft 210007052400 CK12	Ken's Food	KE0651	Ken's KE0651; 4/1 Gallon	469.1 lb	469.1 lb		
Salad Dressing, Ranch, Light, Bulk, Dispenser, Heinz 130009804600 CK12	Heinz	130009804600	Heinz 130009804600 1.5 gallon	1.03 lb	1.72 cup		
Salad Dressing, Ranch, Light, Kraft 2100064355 CK12	Kraft General Foods	2100064355	Kraft 2100064355; 4/1 Gallon	316.33 lb	316.33 lb		
Salt, Bulk	Morton Salt	10530140	Salt Table Iodized 24/26oz	3.69 lb	3.69 lb		
Salt, Kosher	Cargill Inc.	6040760	Salt Kosher 12/3 Lb	2.44 lb	2.44 lb		
Sauce, Hot, Original, Franks	French's Foodservice	410556011	SAUCE HOT REDHOT ORG 4-1GAL FRNKS	9.2 lb	1.16 gal		
Sauce, Marinara, No Salt Added, Canned CK12	Heinz	13000010467	Nutrition and ingredients based on Heinz 13000010467, 6/#10 Cans	251.32 lb	456 cup		
Sauce, Pizza, Canned CK12	Heinz	13000573300	Ingredients and allergens based on Heinz 13000573300.	244.71 lb	444 cup		
Sauce, Salsa, Mild, Thick and Zesty	MegaMex Foods	07901	Salsa Thick & Chunky Medium 4/1 Gal	132.39 lb	14.49 gal		
Sauce, Soy, Less Sodium, Generic CK12	Kikkoman	00130	Sauce Soy Less Sodium 6/.5 GAL Contains: Wheat, Soy.	10.4 lb	1.16 gal		



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<b>Groceries Dry</b>							
Sauce, Spaghetti, Canned	ConAgra Brands - Shelf Stable	2700042201	Sauce Spaghetti W/ Tomato Bit ; 6/ #10	204.02 lb	29.61 Can#10		
Sauce, Sweet and Sour, Less Sodium, Schwan, Minh 69142 CK12	Schwan Corp	69142	Minh (TM) Less Sodium Sweet an dSour Sauce, 5/6 pound bags	120.28 lb	122.89 cup		
Seasoning, Cajun Bayou	McCormick & Co	900223217	Seasoning Cajun Bayou; 6/21 OZ.	2.06 lb	2.06 lb		
Seasoning, Italian	McCormick & Co	900223216	Seasoning Italian Whole ZTF No MSG 6/6.25 Oz (10354)	10.97 oz	0.69 lb		
Spice, Chili Powder	McCormick & Co	900210220	Chili Powder Dark Ground Plastic 6/20 Oz	4.15 lb	4.15 lb		
Spice, Chili Powder, Light	McCormick & Co	974250	Spice Chili Powder Light; No MSG 6/18oz	3.25 oz	0.2 lb		
Spice, Cumin, Ground	McCormick & Co	900223190	Spice Cumin Grnd; 6/14oz	3.94 lb	3.94 lb		
Spice, Garlic Powder	McCormick & Co	900223224	Garlic Powder No MSG ZTF 6/19-21 Oz AVG (10648)	1.14 lb	1.14 lb		
Spice, Garlic, Granulated	McCormick & Co	932365	Seasoning Garlic Granulated 3/7.25 Lb	3.47 lb	3.47 lb		
Spice, Ginger, Ground	McCormick & Co	901431383	Spice Ginger Ground; 6/12.5oz	13.62 oz	0.85 lb		
Spice, Onion Powder	McCormick & Co	974306	Spice Onion Powder; 3/5.5 LB	1.01 lb	1.01 lb		
Spice, Oregano, Ground	McCormick & Co	932466	Spice Oregano Ground; 6/13 OZ	2.43 lb	2.43 lb		
Spice, Paprika, Ground	McCormick & Co	932367	Spice Paprika Extra Fancy Ground; 3/5.25LB	12.1 oz	0.76 lb		
Spice, Parsley, Flakes, Dried	McCormick & Co	932478	Spice Parsley Flake; 3/10 OZ	0.56 oz	0.04 lb		



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<b>Groceries Dry</b>							
Spice, Pepper, Black, Ground	McCormick & Co	932457	Pepper Black Ground Table Large 3/5 Lb	4.38 lb	4.38 lb		
Spice, Pepper, Red, Crushed	McCormick & Co	974203	Spice Pepper Red Chili Crushed Flakes; 3/3.25LB	0.42 oz	0.03 lb		
Spice, Turmeric	McCormick & Co	932312	Turmeric Ground Bottle 6/16 Oz	1.9 oz	0.12 lb		
Sugar, Brown, Light	Domino Sugar	404832	Sugar Brown Light 16/2 Lb	6.91 lb	6.91 lb		
Tomato Paste, Canned	ConAgra Brands - Shelf Stable	2700038835	Tomato Paste ZTF 6/#10	16.66 lb	2.31 Can#10		
Tomatoes, Diced in Juice, No Added Salt, Canned	ConAgra Brands - Shelf Stable	2700038067	TOMATO, DCD IN JCE NO ADDED SALT; Angela Mia; 6/#10	109.08 lb	15.17 Can#10		
Tortilla, Corn, 6", Ole La Banderita 2703 CK12	Ole Mexican - Diverse Supplier	2703	Ole La Banderita 2703; 6/120 count	78.31 lb	78.31 lb		
Tortilla, Flour, WG, 10", Ole La Banderita 2757 CK12	Ole Mexican - Diverse Supplier	2757	Ole La Banderita 2757; 144 count/case	428.25 lb	3133.2 ea		
Tortilla, Flour, WG, 8", USDA 110394 CK12	USDA Commodity	110394	USDA 110394; 288 count/case	54.82 lb	54.82 lb		
<b>Groceries Frozen</b>							
Beans, Green, Cut, Frozen	Nortera (Formerly Bonduelle North America)	1091	BEAN, GRN CUT FCY FZN; 1/12/2 LB	118.4 lb	118.4 lb		
Broccoli, Chopped, Frozen	Nortera (Formerly Bonduelle North America)	49001	Broccoli Cut Grade A; 12/2 lb	248.64 lb	248.64 lb		
Carrots, Diced, Frozen	Nortera (Formerly Bonduelle North America)	93088	CARROT DCD 3 8 FCY IMP; 12/2 LB	11.91 lb	11.91 lb		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Frozen</b>							
Carrots, Sliced, Crinkle Cut, Frozen	Nortera (Formerly Bonduelle North America)	1038421	Carrot Sliced KK Grade A P 12/2 Lb	242.72 lb	242.72 lb		
Cheese Sticks, Mozzarella, Breaded, 0.9 oz, Richs 65219 CK12	Rich's Products	65219	Rich's 65219; 8/3 lb Contains Milk, Wheat, Soy.	256.5 lb	256.5 lb		
Corn, Cut, Whole Kernel, Frozen	Nortera (Formerly Bonduelle North America)	70085	CORN, KRNL YLW EX STD IQF FZN; 1/20 LB	1841.62 lb	1841.62 lb		
Macaroni and Cheese, RF, WG, Land O Lakes 43274 CK12	Land O Lakes	43274	Land O'Lakes 43274; 6/5 lb	230 lb	230 lb		
Peas, Green, Frozen	Nortera (Formerly Bonduelle North America)	47052	PEA GRN FCY FZN; 12/2 LB	383.79 lb	383.79 lb		
Potatoes, French Fries, Straight Cut, 3/8 in, McCain 1000001223 CK12	Mc Cain	1000001223	McCain 1000001223; 6/5#	763.87 lb	763.87 lb		
Potatoes, French Fries, Twister, Seasoned, Frozen Lamb Weston D0073	Lamb Weston	D0073	ConAgra, Lamb Weston D0073; 6/5 lb	84.57 lb	84.57 lb		
Potatoes, Sweet, Fries, 7/16", Crinkle Cut, McCain MCF04566 CK12	Mc Cain	MCF04566	McCain MCF04566; 6/2.5 lb	246.67 lb	246.67 lb		
Potatoes, Tator Tots, McCain, Ore-Ida OIF00215A CK12	Mc Cain	OIF00215A	McCain, Ore-Ida OIF00215A; 6/5 lb	95.48 lb	95.48 lb		
Sauce, Alfredo, Mix, Unilever, Knorr 48001367548 CK12	Unilever	48001367548	Unilever, Knorr 48001367548; 4/1 lb	8.22 lb	8.22 lb		
Sauce, Cheese, Cheddar, Frozen, JTM 5705 CK12	JTM Food Group	5705	JTM 5705; 6/5 lb	57 lb	57 lb		
<b>Groceries Refrigerated</b>							
Base, Vegetable, Unilever, Knorr, 84151017 CK12	Unilever	84151017	Unilever, Knorr, 84151017; 6/1 LB	1.97 lb	1.97 lb		
Cream Cheese, Bulk	Kraft General Foods	21000616982	CHEESE CREAM ORIG LOAF; 6/3 LB	37.85 lb	37.85 lb		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Refrigerated</b>							
Juice, Apple, 4 oz PC CK12	Country Pure	42298/41381/4	Based off: Country Pure Foods, Ardmore Farms 41381; 96 count/case Includes: - Country Pure Foods, Ardmore Farms 42298; 70 count/case - Country Pure Foods, Ardmore Farms 40001; 96 count/case	2566.67 lb	10266.66 ea		
Juice, Grape, 4 oz, PC CK12	Country Pure	41382/42301	Based off: Country Pure Foods, Ardmore Farms 41382; 96 count/case Includes: Country Pure Foods, Ardmore Farms 42301; 70 count/case	2566.67 lb	10266.66 ea		
Juice, Orange, 4 fl oz, PC CK12	Country Pure	42297/41380/1	Ingredients and nutrition based off of: Country Pure Foods, Ardmore Farms 42297/41380; 70 count/case Includes: USDA 100277 and USDA 110651	2566.67 lb	10266.66 ea		
<b>Meat/Fish/Poultry</b>							
Bacon, Slice, Precooked, Farmland Foods	Smithfield - Farmland Foods	100702471723	Bacon Precooked 1/2.5 Lb 2/150 Ct	7.6 lb	7.6 lb		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Beef, Ground, 80/20, Raw	Cargill Inc., Meat	7400597	Beef Grnd Slab 80/20 Frzn; 4/5 LB OR: Rochester Meats; MIN 49965 Beef Bulk Ground DIR 80/20 4/10 Lb *Menu More	12.48 lb	12.48 lb		
Beef, Ground, 85% Lean/15% Fat, Raw	Fulton Provision Co	136114	Beef Ground 85/15 4/5 lb	99.16 lb	99.16 lb		
Beef, Nuggets, Dipper, Teriyaki, Advance Pierre, 10000013740/10000013827 CK12	Advance Pierre	10000013740/	Advance Pierre, 10000013740; 572 count/ case - commodity Advance Pierre, 10000013827; 400 count/ case - commercial	103.6 lb	103.6 lb		
Beef, Patty, 2 oz, Advance Pierre 68050/69050 CK12	Advance Pierre	69050	Advance Pierre 69050; 170 count/ case	148 lb	1184.01 ea		
Beef, Round, Top, Raw	Cargill Inc., Meat	5748369	Beef Top Round Ch Angus 2/25 Lb Avg	87.23 lb	87.23 lb		
Beef, Taco Filling, JTM CP5249/5249CE CK12	JTM Food Group	CP5249/5249C	JTM CP5249; 6/5 lb	101.75 lb	101.75 lb		
Chicken, Chunks, Breaded, WG, FC, .69 oz, Tyson 10703640928 CK12	Tyson Foods	10703640928	Tyson 10703640928; 875 count/ case	342 lb	342 lb		
Chicken, Diced, FC USDA 100101 CK12	USDA Commodity	100101	USDA 100101; 4/10 lb Includes Crider Foods C4500 Ingredients and allergens based off Tony Downs Food Co.	203.5 lb	203.5 lb		
Chicken, Nuggets, Breaded, WG, Tyson 16478-928 CK12	Tyson Foods	16478-928	Tyson 16478-928; 720 count/ case	581.4 lb	581.4 lb		



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<b>Meat/Fish/Poultry</b>							
Chicken, Patty, Breaded, WG, Tyson 10703040928 CK12	Tyson Foods	10703040928	Tyson 10703040928; 175 count/case	490.5 lb	490.5 lb		
Chicken, Popcorn, Breaded, WG, Tyson 10703680928 CK12	Tyson Foods	10703680928	Tyson 10703680928; 1908 count/case	248.64 lb	248.64 lb		
Chicken, Tender, Breaded, WG, FC, 2.07 oz, Tyson 10703320928 CK12	Tyson Foods	10703320928	Tyson 10703320928; 238 count/case	389.16 lb	389.16 lb		
Corn Dog, Chicken, WG, 4 oz, Foster Farms 95150 CK12	Foster Farms	95157/95150	Foster Farms 95157; 72 count/case Foster Farms 95150; 2/5 lb Ingredients and nutrition based off MIN 95157	832 lb	832 lb		
Hot Dog, Turkey, 8:1 6", Butterball 2265582918 CK12	Butterball Turkey	2265582918	Butterball 2265582918; 80 count/case	74 lb	74 lb		
Meatballs, Beef, Cooked, .65 oz, Frozen JTM CP5035/5035CE CK12	JTM Food Group	CP5035/5035C	JTM CP5035/5035C 736 count/case	96.2 lb	2368.02 ea		
Pepperoni, Pork, Beef, Sliced, Smithfield, Armour Charproof 2781522021 CK12	Smithfield	2781522021	Smithfield, Armour Charproof 2781522021; 2/5 lb	32.37 lb	32.37 lb		
Pork, Ham, Deli, Sliced, Virginia, 0.5 oz, Smithfield, Armour-Eckrich 3090032588 CK12	Smithfield - Armour Eckrich	3090032588	Smithfield, Armour-Eckrich 3090032588; 6/2 lb	114 lb	114 lb		
Pork, Ham, Deli, Whole, USDA 100184 CK12	USDA Commodity	100184	USDA 100184; 4/10 lb	5 lb	5 lb		
Turkey Ham, Sliced, 0.51 oz, Jennie-O 256503/256535 CK12	Jennie-O Turkey	256503/256535	Jennie-O 256503; 12/1 lb Jennie-O 256535; 4/5.25 lb	84.15 lb	84.15 lb		
Turkey, Breast, Deli, Frozen USDA 100121 CK12	USDA Commodity	100121	USDA 100121; 4/9-11 lb	5 lb	5 lb		
Turkey, Breast, Deli, Smoked, USDA 100122 CK12	USDA Commodity	100122	USDA 100122; 4/9-11 lb	185.25 lb	185.25 lb		



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<b>Meat/Fish/Poultry</b>							
Turkey, Ground, 10% Fat, Raw, CK12	Jennie-O Turkey	223620	100% Pure Turkey All Natural 90% Lean 2/10 lb	109.05 lb	109.05 lb		
Turkey, Oven Roasted, Deli, Sliced, 0.5 oz, Jennie-O 209903 CK12	Jennie-O Turkey	209903	Jennie-O 209903; 12/1 lb	18.75 lb	18.75 lb		
<b>Other</b>							
Water				439.37 lb	439.37 lb		
Water, Boiling				1918.52 lb	1918.52 lb		
Water, Cold				8.38 lb	8.38 lb		
Water, Cool				29.78 lb	29.78 lb		
<b>Produce</b>							
Apples, Red Delicious, 138 Count, Fresh	Local-Produce		Apple Red Delicious; 138CT fresh	2479.87 lb	2479.87 lb		
Banana, Petite, Fresh	Local-Produce		Small/Petite Banana Fresh; 1/10 LB	4186.24 lb	4186.24 lb		
Broccoli, Fresh	Local-Produce		Broccoli Crown Frsh	1776.48 lb	1776.48 lb		
Cabbage, Bok Choy, Fresh	Local-Produce		Bok Choy Fresh Carton; 1/30 LB	189.21 lb	189.21 lb		
Carrots, Fresh	Local-Produce		Carrot Cello Pack Fresh; 48/1 LB	36.65 lb	36.65 lb		
Carrots, Pre-Shredded, Fresh	Local-Produce		Carrot Matchstick Shred; 4/5 LB	6.06 lb	6.06 lb		
Carrots, Whole Baby, Fresh	Local-Produce		Carrot Baby Cut Pld; 4/5 LB	5967.5 lb	5967.5 lb		
Celery, Fresh	Local-Produce		Celery Fresh; 1/36 CT	197.02 lb	197.02 lb		
Cilantro, Fresh	Local-Produce		Cilantro Frsh;	1.53 lb	1.53 lb		
Cucumbers, Fresh	Local-Produce		Cucumber Fresh; 1/12 CT	33.31 lb	33.31 lb		
Lemon, Fresh	Local-Produce		Lemon Ch Fresh; 1/140 CT	2.86 oz	0.18 lb		
Lettuce, Romaine Blend, Fresh	Local-Produce		Lettuce Blend Iceberg/Rom 80/20;	130.29 lb	130.29 lb		
Lettuce, Romaine, Fresh	Local-Produce		Lettuce Romaine Fresh; 4/6 CT	50.27 lb	50.27 lb		



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<b>Produce</b>							
Lettuce, Salad Mix w/Carrot, Red Cabbage	Local-Produce		Lettuce Salad Mix 4x5 lb	18.75 lb	18.75 lb		
Mushrooms, Fresh	Local-Produce		Mushroom Whole Fresh	73.98 lb	73.98 lb		
Onions, Green, Scallion, Fresh	Local-Produce		Onion Green (scallion)	79.55 lb	79.55 lb		
Onions, Yellow, Fresh	Local-Produce		Onion Yellow Fresh	98.38 lb	98.38 lb		
Orange, 138 Count, Fresh	Local-Produce		Orange 138 count Fresh	3102.34 lb	3102.34 lb		
Pears, Bartlett, 110 Count, Fresh	Local-Produce		Pear Bartlett; 110 CT Fresh	3062.94 lb	3062.94 lb		
Peppers, Bell, Green, Medium, Fresh	Local-Produce		Pepper Green Bell Frsh Med	102.14 lb	102.14 lb		
Potatoes, Baker 100 Count, Fresh	Local-Produce		Potato Baking Idaho Fresh; 1/100 CT	228 lb	228 lb		
Tomatoes, Cherry, Fresh	Local-Produce		Tomato Cherry Fresh	22.49 lb	22.49 lb		
Tomatoes, Fresh	Local-Produce		Tomato Fresh	715.72 lb	715.72 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

# What's on the Menu?

## 2023 Pembroke Pines, High School Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Sweet & Sour Chicken with Brown Rice Steamed Broccoli Dinner Roll	Super Tacos Refried Beans	Parmesan Chicken Sandwich Sweet Potato Fries	Chicken Alfredo Seasoned Broccoli Dinner Roll	Hot Dog French Fries
	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries
	Nashville Hot Chicken Sandwich Boneless Buffalo Wings Bean & Cheese Burrito French Fries	Nashville Hot Chicken Sandwich Classic Cheeseburger Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Grilled Cheese Caesar Chicken Wrap French Fries	Nashville Hot Chicken Sandwich Corn Dog Jerk Baked Fish French Fries	Nashville Hot Chicken Sandwich Chicken Tenders Cheese Quesadilla French Fries
	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
	Fresh Navel Orange Chilled Pineapple Tidbits Chilled Juice Crunchy Carrot & Celery Sticks Crunchy Fresh Broccoli Florets Corn & Black Bean Salsa Salad	Whole Ripe Banana Chilled Diced Peaches Chilled Juice Spinach & Romaine Salad Crunchy Carrot & Celery Sticks Fresh Plump Grape Tomatoes	Fresh Granny Smith Apple Chilled Pineapple Tidbits Chilled Juice Crunchy Carrot & Celery Sticks Crunchy Fresh Broccoli Florets Cheddar Ranch Pea Salad	Whole Ripe Banana Chilled Diced Peaches Chilled Juice Spinach & Romaine Salad Crunchy Carrot & Celery Sticks Fresh Plump Grape Tomatoes	Fresh Navel Orange Chilled Pineapple Tidbits Chilled Juice Crunchy Carrot & Celery Sticks Crunchy Fresh Broccoli Florets Corn & Black Bean Salsa Salad



# What's on the Menu?

## 2023 Pembroke Pines, High School Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	<b>Teriyaki Beef with Steamed Rice</b> Seasoned Broccoli Dinner Roll	<b>Corn Dog</b> Potato Wedges	<b>Jerk Chicken</b> Cilantro Lemon Rice Seasoned Carrots Dinner Roll	<b>Rotini Pasta with Meatballs</b> Green Peas Dinner Roll	<b>Burger</b> Tater Tots
	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries
	<b>Nashville Hot Chicken Sandwich</b> <b>Strawberry &amp; Granola Parfait</b> <b>BBQ Chicken Wrap</b> French Fries	<b>Nashville Hot Chicken Sandwich</b> <b>Chicken Tenders</b> <b>Cheese Quesadilla</b> French Fries	<b>Nashville Hot Chicken Sandwich</b> <b>Buffalo Chicken Salad</b> <b>Grilled Cheese</b> French Fries	<b>Nashville Hot Chicken Sandwich</b> <b>Bean &amp; Cheese Burrito</b> <b>Turkey Hot Dog</b> French Fries	<b>Nashville Hot Chicken Sandwich</b> <b>Cheese Quesadilla</b> <b>Buffalo Chicken Wrap</b> French Fries
	<b>Turkey &amp; Cheese Sandwich</b>	<b>Turkey &amp; Cheese Sandwich</b>	<b>Turkey &amp; Cheese Sandwich</b>	<b>Turkey &amp; Cheese Sandwich</b>	<b>Turkey &amp; Cheese Sandwich</b>
	<b>Fresh Red Delicious Apple</b> <b>Whole Ripe Banana</b> <b>Chilled Juice</b> Red & Green Bell Pepper Strips Crunchy Fresh Broccoli Florets Marinated Cool Cucumbers	<b>Juicy Plump Grapes</b> Chilled Diced Pears <b>Chilled Juice</b> Tossed Salad Fresh Plump Grape Tomatoes Fresh Carrot Sticks Light ranch dressing	<b>Fresh Red Delicious Apple</b> <b>Whole Ripe Banana</b> <b>Chilled Juice</b> Red & Green Bell Pepper Strips Cheddar Ranch Pea Salad Crunchy Fresh Broccoli Florets	<b>Juicy Plump Grapes</b> Chilled Diced Pears <b>Chilled Juice</b> Tossed Salad Fresh Plump Grape Tomatoes Fresh Carrot Sticks Light ranch dressing	<b>Fresh Red Delicious Apple</b> <b>Whole Ripe Banana</b> <b>Chilled Juice</b> Red & Green Bell Pepper Strips Citrus Kidney & Garbanzo Bean Salad Sliced Cucumbers



# What's on the Menu?

## 2023 Pembroke Pines, High School Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Orange Chicken Asian Vegetables Brown Rice Dinner Roll	Beef & Bean Tostados Mexican Corn	Chicken Tenders Green Beans Dinner Roll	Mac & Cheese Seasoned Broccoli Dinner Roll	Corn Dog Seasoned Corn
	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries
	Nashville Hot Chicken Sandwich Grilled Cheese Corn Dog French Fries	Nashville Hot Chicken Sandwich Turkey Hot Dog Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Bean & Cheese Burrito Classic Hamburger French Fries	Nashville Hot Chicken Sandwich Buffalo Chicken Salad Strawberry Parfait French Fries	Nashville Hot Chicken Sandwich Buffalo Popcorn Chicken Cheese Quesadilla French Fries
	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
	Fresh Crisp Pear Chilled Fruit Cocktail Chilled Juice Crunchy Carrot & Celery Sticks Spinach & Romaine Salad Corn Ranch Salad	Fresh Strawberries Chilled Pineapple Tidbits Chilled Juice Crunchy Fresh Broccoli Florets Crunchy Carrot & Celery Sticks Marinated Tomato & Cucumber Salad	Fresh Crisp Pear Chilled Fruit Cocktail Chilled Juice Crunchy Carrot & Celery Sticks Spinach & Romaine Salad Citrus Kidney & Garbanzo Bean Salad	Fresh Strawberries Chilled Pineapple Tidbits Chilled Juice Cheddar Ranch Pea Salad Crunchy Carrot & Celery Sticks Crunchy Fresh Broccoli Florets	Fresh Crisp Pear Chilled Fruit Cocktail Chilled Juice Crunchy Carrot & Celery Sticks Spinach & Romaine Salad Corn Ranch Salad



# What's on the Menu?



## 2023 Pembroke Pines, High School Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Corn Dog Potato Wedges	Curry Chicken with Steamed Rice Seasoned Carrots Dinner Roll	Cheeseburger French Fries	Cajun Chicken Pasta Dinner Roll	Chicken Nuggets Sweet Potato Fries Dinner Roll
	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries	Classic Pepperoni Pizza Classic Cheese Pizza French Fries
	Nashville Hot Chicken Sandwich Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Grilled Cheese Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Chicken Nuggets Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Corn Dog Cheese Quesadilla French Fries	Nashville Hot Chicken Sandwich Cheese Quesadilla French Fries
	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
	Whole Ripe Banana Chilled Diced Pears Chilled Juice Crunchy Carrot & Celery Sticks Citrus Kidney & Garbanzo Bean Salad Fresh Plump Grape Tomatoes	Juicy Orange Wedges Plump Grapes Chilled Juice Crunchy Fresh Broccoli Florets Crunchy Carrot & Celery Sticks Marinated Cool Cucumbers	Whole Ripe Banana Chilled Diced Pears Chilled Juice Crunchy Carrot & Celery Sticks Fresh Plump Grape Tomatoes Cheddar Ranch Pea Salad	Juicy Orange Wedges Plump Grapes Chilled Juice Crunchy Fresh Broccoli Florets Crunchy Carrot & Celery Sticks Marinated Cool Cucumbers	Whole Ripe Banana Chilled Diced Pears Chilled Juice Crunchy Carrot & Celery Sticks Citrus Kidney & Garbanzo Bean Salad Fresh Plump Grape Tomatoes



# What's on the Menu?

## 2023 Pembroke Pines, High School Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	<b>General Tsos Chicken</b> Ginger & Scallion Rice Seasoned Carrots Dinner Roll				
	<b>Classic Pepperoni Pizza</b> <b>Classic Cheese Pizza</b> French Fries				
	<b>Nashville Hot Chicken Sandwich</b> <b>Cheese Quesadilla</b> <b>Corn Dog</b> French Fries				
	<b>Turkey &amp; Cheese Sandwich</b>				
	<b>Fresh Navel Orange</b> Chilled Fruit Cocktail <b>Chilled Juice</b> Crunchy Carrot & Celery Sticks Spinach & Romaine Salad Corn Ranch Salad				

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Recipe Number	Recipe Name	Menu Portion Size
'34507	1 MM CK12 Fruit, Assorted, Fresh	1 each
'34497	1 MM CK12 Juice, Assorted, 100%, 4 fl oz	1 each
'34503.1	1 MM CK12 Syrup, Breakfast, Bulk, 1 fl oz	1 floz
'34514.46	2 APL CK12 Bagel, Plain, Sliced, ENR (Sara Lee, Wholesome Harvest 117484) - Bundle	1 each
'81100	2 APL CK12 Cream Cheese, Light, 1 oz, Generic, PC - Bundle	1 each
'125079	2 APL CK12 Bar, Soft Filled, Cinnamon Toast Crunch, WG, 2.36 oz, General Mills 10018000109781, PC	1 each
'34502.8	2 APL CK12 Bread, Toast, WG, 1 Slice (Frozen, 1 oz eq) - Bundle	1 slice
'46886	2 APL CK12 Margarine, Bulk, 1 tsp - Bundle	1 tsp
'39951.2	2 APL CK12 Breakfast Roll, Cinnamon, Dough, 1.25 oz (Rich's 10204)	1 each
'35158.43	2 APL CK12 Burrito, Breakfast, Chorizo (Jennie-O 33038), Egg Patty (Cargill 40711), Tater Tots (McCair	1 each
'69976	2 APL CK12 Cereal, Cinnamon Toast Crunch, Bowl, 1 oz, General Mills 10016000118154, PC	1 each
'70554	2 APL CK12 Cereal, Frosted Flakes, Multigrain, RS, Bowl, 1 oz, Kellogg's 3800054998, PC	1 each
'69972	2 APL CK12 Cereal, Lucky Charms, Bowl, 1 oz, General Mills 10016000319179, PC	1 each
'34512.39	2 APL CK12 French Toast, Sticks, Cinnamon Glazed, WG (Cargill 40497), 3 Sticks	3 piece
'67499	2 APL CK12 Oatmeal, Baked with Raisins	1 piece
'38300.67	2 APL CK12 Pancakes, Maple Cinnamon, WG, 2 Pack (Bake Crafters 1478)	1 pouch
'34510.143	2 APL CK12 Parfait, Breakfast, Yogurt (Greek Vanilla), Tropical Fruit, Homemade Granola	1 serving(s)
'40852.35	2 APL CK12 Parfait, Breakfast, Yogurt (Vanilla), Very Berry, Homemade Granola	1 each
'35157.18	2 APL CK12 Quesadilla, Breakfast, Ham (Smithfield 3090032588), Cheese, Scrambled Eggs (Cargill 4091	1 each
'34534.137	2 APL CK12 Sandwich, Breakfast, Chicken Patty (Tyson 10057780928), WG Biscuit (GM 100945623221	1 sandwich
'34539.92	2 APL CK12 Sandwich, Breakfast, Sausage Patty (Jennie-O 613203), Cheese, Biscuit (GM 100945623221	1 sandwich
'34539.87	2 APL CK12 Sandwich, Breakfast, Sausage Patty (Jimmy Dean 10000025443), Cheese, ENR Biscuit (GV	1 sandwich
'34539.179	2 APL CK12 Sandwich, Breakfast, Sausage Patty, Turkey (Jimmy Dean 10000014106), Cheese, English	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'34703.30	2 APL CK12 Waffles, WG (Bake Crafters 1453), 2 Each	2 each
'39566.48	3 CK12 Hot Croissant, Cheese, (Rich's 9718), WG	1 each
'70682	3 CK12 Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo, PC	1 each
'73984	3 CK12 Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC	1 each
'38300.15	3 CK12 Pancakes, WG (USDA 100393), 1 Each	1 each



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

Report Parameters	
Menus Included:	Sales- Elem & Middle Breakfast 2022-2023
Days/Dates Included:	1 - 31
Meal Periods Included:	Breakfast
Stations Included:	Breakfast
Diets Included:	
Inventory Categories Included:	Alcohol, Appetizers, Bakery, Bakery Products/Mixes, Bakery/Batters/Doughs, Bars/Cereal, Beef, Beverages, Bread/Rolls/Bagels, Cheese, Condiments, Dairy, Dairy Frozen, Desserts, Disposable, Egg Products, Eggs, Entree, Fish, Fruits, Fruits/Vegetables, Groceries, Groceries Dry, Groceries Frozen, Groceries Refrigerated, Herbs, Ice Cream, Lamb, Meat/Fish/Poultry, Milk, Non-Foods, Nourishments, Other, Pasta, Pasta/Rice/Grains, Pork, Poultry, Prepared, Produce, Snacks, Soups/Sauces, Spices/Seasonings, Supplements, Tortillas, Veal, Vegetables, Yogurt
<b>Purpose of the Report:</b>	
The purpose of the MenuWorks Shopping List Report is to provide a consolidated list of all ingredients needed based on a menu's forecast. The ingredients are categorized by inventory type and listed in user-friendly units of measure.	



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Bakery</b>							
Bagel, Plain, 2.3 oz, Frozen Sara Lee, Wholesome Harvest 117484 CK12	Sara Lee Bakery	117484	Sara Lee, Wholesome Harvest 117484; 72 count/case	345 lb	2407.56 ea		
Biscuit, Southern Style, ENR, 2.2 oz, General Mills 10094562311510 CK12	General Mills	100945623115	General Mills 100945623115 216 count/case	68.75 lb	499.99 ea		
Biscuit, WG, 2.51, General Mills 10094562322684 CK12	General Mills	100945623226	General Mills 100945623226 216 count/case	172.56 lb	1100 ea		
Bread, White Wheat, Slice, 1 oz eq, Alpha Baking 11627 CK12	Alpha/National Baking	11627	Alpha Baking Frozen 11627; 6/24 oz	3937.5 lb	3937.5 lb		
Dough, Pizza, 16", WG, Proof & Bake, Richs 9718 CK12	Rich's Products	9718	Rich's 9718; 24 crusts/case	66.46 lb	63 ea		
English Muffin, Plain, 2 oz, Burry 30001	Burry Foodservice	30001	Burry 30001; 72 count/case	62.5 lb	500.01 ea		
<b>Dairy</b>							
Cheese, American, Pre-Sliced, .5 oz	Great Lakes	90005	Cheese Amer Yel 160 Sl Pullman; 4/5 LB	65.63 lb	2100 slice		
Cheese, American, Reduced Fat, Sliced, .5 oz CK12	Land O Lakes	46253	Nutrition and Ingredients based off Land O'Lakes 46253; 6/5 lb	2625 lb	2625 lb		
Cheese, Cheddar, Pre-Shredded	Great Lakes	90011	CHEESE CHEDDAR SHRD FCY; 4/5 LB	15.62 lb	15.62 lb		
Cheese, Mozzarella, Part Skim, Pre-Shredded	Great Lakes	90002	Cheese Mozzarella LMPS Feather Shredded 4/5 Lb *Menu More	63 lb	63 lb		
Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo 47703, PC CK12	Dean Foods		Dean Foods, TruMoo; 50 count/case	9450 lb	18900 ea		
Milk, Skim, Bulk	Local-Dairy	2491694	Dean Dairy: Milk Non-Fat; 6/.5 GAL	34.03 lb	3.94 gal		
Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC CK12	Dean Foods Dairy		Dean Foods, McArthur Dairy; 50 count/case	10166.84 lb	18900.32 ea		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Dairy</b>							
Yogurt, Vanilla, Greek, Fat Free, Bulk, GM Yoplait Parfait Pro 10070470411672 CK12	General Mills	100704704116	General Mills, Yoplait Parfait Pro 100704704116 3/64oz	124.01 lb	250 cup		
Yogurt, Vanilla, Low Fat, Parfait Pro, 64 oz, Pouch General Mills 10070470166329	General Mills	100704701663	Yogurt, Vanilla, Low Fat; Yoplait ParfaitPro; 6/64 oz pouches	375 lb	93.75 pouch		
<b>Groceries Dry</b>							
Baking Powder	Clabber Girl Baking Powder	350	Baking Powder Double Action 6/5 Lb	6.38 oz	0.4 lb		
Bar, Soft Filled, Cinnamon Toast Crunch, WG, 2.36 oz, General Mills 10018000109781, PC CK12	General Mills	100180001097	General Mills 100180001097 72 count/case	147.5 lb	1000 ea		
Cereal, Cinnamon Toast Crunch, Bowl, 1 oz, General Mills 10016000118154, PC CK12	General Mills	100160001181	General Mills 100160001181 96 count/case	656.25 lb	656.25 lb		
Cereal, Frosted Flakes, Multigrain, RS, Bowl, 1 oz, Kelloggs 3800054998, PC CK12	Kellogg's Foodservice	3800054998	Kellogg's 3800054998; 96 count/case	656.25 lb	10500 ea		
Cereal, Lucky Charms, Bowl, 1 oz, General Mills 10016000319179 PC CK12	General Mills	100160003191	General Mills 100160003191 96 count/case	656.25 lb	10500 ea		
Cereal, Oatmeal, Quick, Dry, Bulk	Quaker Oats	43285	CEREAL, OTML QUICK 12/42 oz	157.93 lb	60.16 Cyl#3		
Cheese, Parmesan, Grated	J.V.M. Sales Corp - Diverse Supplier	BP125-C	Cheese Parmesan Pure Grated 2/5 Lb	6.94 lb	6.94 lb		
Flavoring, Extract, Vanilla, Imitation	McCormick & Co	930607	Extract Vanilla Imit; 32OZ	1.69 lb	0.23 gal		
Fruit Mix, Tropical, Juice Pack, Canned	Dole	09060	Fruit Salad Tropical Natural Juice 6/#10	142.95 lb	21.89 Can#10		
Honey	Sweet Harvest Foods (Formally Natural American)	la-07-0049	Honey Wildflower Plastic Jug 6/5 Lb	43.96 lb	43.96 lb		
Oil, Canola	Sovena USA	200385	Oil Canola Salad 4/1 Ga 4/7.7 Lb	21.45 lb	2.79 gal		



## MenuWorks Shopping List Report

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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Dry</b>							
Oil, Cooking Spray	ConAgra Brands - Shelf Stable	6414463111	Pan Coating Arsl Food Release ; 6/17 OZ	11.01 oz	0.65 ea		
Raisins	Azar Nut	6395896	Raisin Seedless Select 24/15 Oz	10.5 lb	10.5 lb		
Salt, Bulk	Morton Salt	10530140	Salt Table Iodized 24/26oz	5.64 oz	0.35 lb		
Salt, Kosher	Cargill Inc.	6040760	Salt Kosher 12/3 Lb	9.95 oz	0.62 lb		
Spice, Cinnamon, Ground	McCormick & Co	932463	Spice Cinnamon Ground; 3/5 LB	1.73 lb	1.73 lb		
Spice, Garlic, Granulated	McCormick & Co	932365	Seasoning Garlic Granulated 3/7.25 Lb	3.1 oz	0.19 lb		
Spice, Nutmeg, Ground	McCormick & Co	900223191	Spice Nutmeg Ground; 6/1 LB	2.15 oz	0.13 lb		
Sugar, Brown, Light	Domino Sugar	404832	Sugar Brown Light 16/2 Lb	24.96 lb	24.96 lb		
Sugar, Granulated	Diamond Crystal	24003	Sugar Granulated Canister; 24/20 oz	17.36 lb	17.36 lb		
Syrup, Maple, Pancake & Waffle	ConAgra Brands - Shelf Stable	27000024200	Pancake Syrup; 4/1 gal	692.24 lb	62.56 gal		
Tortilla, Flour, WG, 10", Ole La Banderita 2757 CK12	Ole Mexican - Diverse Supplier	2757	Ole La Banderita 2757; 144 count/case	172.18 lb	1259.69 ea		
<b>Groceries Frozen</b>							
Blueberries, Unsweetened, Frozen-IQF	Dole	11711	Blueberry Whole IQF 2/5 Lb	64.07 lb	64.07 lb		
Dough, Cinnamon Roll, WG, 1.25 oz, Richs 10204 CK12	Rich's Products	10204	Rich's 10204; 240 count/case	164.06 lb	164.06 lb		
Egg, Patty, 1.25 oz, Cargill, Sunny Fresh 40711 CK12	Cargill Inc.	40711	Cargill, Sunny Fresh 40711; 300 count/case	39.06 lb	39.06 lb		
Eggs, Scrambled, Cooked, Cargill, Sunny Fresh 40927/41927 CK12	Cargill Inc.	40927/41927	Cargill, Sunny Fresh 40927/41927; 4/5 lb	56.25 lb	56.25 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Frozen</b>							
French Toast Sticks, WG, 0.967 oz, Cargill, Sunny Fresh 40497 CK12	Cargill Inc.	40497	Cargill, Sunny Fresh 40497; 100 servings/case	580.2 lb	580.2 lb		
Pancake, Whole Grain USDA 110393 CK12	USDA Commodity	110393	USDA 110393; 144 count/case	97.44 lb	97.44 lb		
Pancakes, Maple Cinnamon, WG, 2 Pack, 2.6 oz, Bake Crafters 1478 CK12	Bake Crafters - Diverse Supplier	1478	Bake Crafters 1478; 72 count/case	81.25 lb	81.25 lb		
Potatoes, Tator Tots, McCain, Ore-Ida OIF00215A CK12	Mc Cain	OIF00215A	McCain, Ore-Ida OIF00215A; 6/5 lb	31.25 lb	31.25 lb		
Waffle, WG, 1.3 oz, Bake Crafters 1453 CK12	Bake Crafters - Diverse Supplier	1453	Bake Crafters 1453; 144 count/case	422.5 lb	422.5 lb		
<b>Groceries Refrigerated</b>							
Cream Cheese, Light, 1 oz, PC CK12	Schreiber Food	25658	The allergens and ingredients are based off of Schreiber 25658.	150 lb	2400.01 ea		
Egg, Fresh, Large, Cage Free, HFAC, Pasteurized, Deb-EI	Deb- EI	10050	Egg Shell Cage Free Large PSE HFAC Certified 1/15 Dz	6.58 lb	59.66 ea		
Juice, Apple, 100%	Dr. Pepper Snapple Group	14800000344	Apple Juice; Motts; 8/64 oz MIN: 14800000344/1480031648	32.16 lb	3.68 gal		
Juice, Apple, 4 oz PC CK12	Country Pure	42298/41381/4	Based off: Country Pure Foods, Ardmore Farms 41381; 96 count/case Includes: - Country Pure Foods, Ardmore Farms 42298; 70 count/case - Country Pure Foods, Ardmore Farms 40001; 96 count/case	1662.5 lb	6650 ea		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Refrigerated</b>							
Juice, Grape, 4 oz, PC CK12	Country Pure	41382/42301	Based off: Country Pure Foods, Ardmore Farms 41382; 96 count/case Includes: Country Pure Foods, Ardmore Farms 42301; 70 count/case	1662.5 lb	6650 ea		
Juice, Orange, 4 fl oz, PC CK12	Country Pure	42297/41380/1	Ingredients and nutrition based off of: Country Pure Foods, Ardmore Farms 42297/41380; 70 count/case Includes: USDA 100277 and USDA 110651	1662.5 lb	6650 ea		
Margarine CK12	Ventura Foods	21547	Ventura Foods 21547, 30/1 lb Nutrition, ingredients and allergens based on Ventura Foods 21547	216.05 lb	216.05 lb		
<b>Meat/Fish/Poultry</b>							
Chicken, Patty, Breakfast, FC, Tyson 10057780928 CK12	Tyson Foods	10057780928	Tyson 10057780928; 200 count/case	60 lb	662.08 ea		
Pork, Ham, Deli, Sliced, Virginia, 0.5 oz, Smithfield, Armour-Eckrich 3090032588 CK12	Smithfield - Armour Eckrich	3090032588	Smithfield, Armour-Eckrich 3090032588; 6/2 lb	12.5 lb	12.5 lb		
Pork, Sausage, Patty, 2 oz, FC, Tyson 10000025443 CK12	Tyson Foods	10000025443	Tyson, Jimmy Dean 10000025443; 1/10 Lb	62.5 lb	62.5 lb		
Sausage Patty, Turkey, FC, 1.025 oz, Jennie-O 613203 CK12	Jennie-O Turkey	613203	Jennie-O 613203; 160 count/case	32.03 lb	32.03 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Sausage Patty, Turkey, RF, 1.5 oz, Tyson, Jimmy Dean 10000014106 CK12	Tyson Foods	10000014106	Tyson, Jimmy Dean 10000014106; 1/10 Lb	46.87 lb	46.87 lb		
Sausage, Chorizo, Turkey, Jennie-O 33038 CK12	Jennie-O Turkey	33038	Jennie-O 33038; 40 lb	31.25 lb	31.25 lb		
<b>Produce</b>							
Apples, Red Delicious, 138 Count, Fresh	Local-Produce		Apple Red Delicious; 138CT fresh	1521.74 lb	1521.74 lb		
Banana, Petite, Fresh	Local-Produce		Small/Petite Banana Fresh; 1/10 LB	2568.83 lb	2568.83 lb		
Orange, 138 Count, Fresh	Local-Produce		Orange 138 count Fresh	1903.71 lb	1903.71 lb		
Pears, Bartlett, 110 Count, Fresh	Local-Produce		Pear Bartlett; 110 CT Fresh	1879.53 lb	1879.53 lb		
Strawberries, Fresh	Local-Produce		Strawberry Fresh	200.52 lb	200.52 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

# What's on the Menu?

## 2023 Pembroke Pines, Elementary School Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Chili Cheese Hot Dog	Super Tacos	Chicken Sandwich	Mac & Cheese	Cheese Pizza
—	—	—	—	—
Cheese Quesadilla	Grilled Cheese	Mozzarella Cheese Sticks	Chicken fried Chicken	Ham & Cheese Melt
—	—	—	—	—
Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad
—	—	—	—	—
Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
—	—	—	—	—
French Fries	Vegetarian Refried Beans	Green Peas	Seasoned Broccoli Florets	Seasoned Carrots
—	—	—	—	—
Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots	Baby Carrots
—	—	—	—	—
Corn Salad	Baked Beans	Fresh Broccoli Florets	Corn Salad	Fresh Broccoli Florets
—	—	—	—	—
Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit	Fresh Whole Fruit
—	—	—	—	—
Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice	Assorted Fruit Juice

# What's on the Menu?

## 2023 Pembroke Pines, Elementary School Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Sweet & Sour Chicken w/Asian Rice	Mashed Potato & Chicken Bowl	Philly Cheese-steak	Rotini Pasta and Meatballs	Pepperoni Pizza
—	Turkey BLT	—	Grilled Cheese	—
Chicken Nuggets	—	Corn Dog	—	Cheese Quesadilla
—	Cheddar Garden Salad	—	Cheddar Garden Salad	—
Cheddar Garden Salad	—	Cheddar Garden Salad	—	Cheddar Garden Salad
—	Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich	—
Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich	—	Turkey & Cheese Sandwich
—	Seasoned Corn	—	Green Peas	—
Garlic & Ginger Bok Choy	—	Seasoned Broccoli	—	Seasoned Carrots
—	Baby Carrots	—	Tater Tots	—
Baby Carrots	—	Baby Carrots	—	Baby Carrots
—	Baked Beans	—	Baby Carrots	—
Corn Salad	—	French Fries	—	Fresh Broccoli Florets
—	Fresh Whole Fruit	—	Corn Salad	—
French Fries	—	Fresh Broccoli Florets	—	Fresh Whole Fruit
—	Assorted Fruit Juice	—	Fresh Whole Fruit	—
Fresh Whole Fruit	—	Fresh Whole Fruit	—	Assorted Fruit Juice
—	Assorted Fruit Juice	—	Assorted Fruit Juice	—
Assorted Fruit Juice	—	Assorted Fruit Juice	—	Assorted Fruit Juice

# What's on the Menu?

## 2023 Pembroke Pines, Elementary School Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Philly Cheese-Steak Burger	Carne Asada Tacos	Sweet & Sour Chicken w/Lemon Pilaf Rice	Chicken Alfredo	Cheese Pizza
Grilled Cheese	Grilled Cheese	Corn Dog	Cheese Quesadilla	Chicken Tenders
Chicken Nuggets	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad
Cheddar Garden Salad	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
Turkey & Cheese Sandwich	Sweet Potato Fries	Steamed Broccoli	Steamed Broccoli	Seasoned Carrots
French Fries	Baby Carrots	French Fries	Baby Carrots	Sweet Potato Fries
Baby Carrots	Corn Salad	Baby Carrots	Corn Salad	Baby Carrots
Baked Beans	Fresh Whole Fruit	Fresh Broccoli Florets	Fresh Whole Fruit	Fresh Broccoli Florets
Fresh Whole Fruit	Assorted Fruit Juice	Fresh Whole Fruit	Assorted Fruit Juice	Fresh Whole Fruit
Assorted Fruit Juice		Assorted Fruit Juice		Assorted Fruit Juice

Meal includes 1% white milk, skim chocolate milk, or strawberry skim milk. This employer is an equal opportunity provider.



# What's on the Menu?

## 2023 Pembroke Pines, Elementary School Lunch

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Teriyaki Beef Dippers	Baja Beef Bowl w/Rice & Beans	Chicken Tenders	Italian Meat Sauce w/Pasta	Pepperoni Pizza
Corn Dog	Chicken Nuggets w/Dinner Roll	Grilled Cheese	Chicken Fried Chicken w/Dinner Roll	Chicken Nuggets
Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad	Cheddar Garden Salad
Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich	Turkey & Cheese Sandwich
Green Peas	Seasoned Corn	Chickpea & Spinach Wrap	Roasted Green Beans	Seasoned Carrots
Baby Carrots	Baby Carrots	Seasoned Curly Fries	Baby Carrots	Baby Carrots
Corn Salad	Baked Beans	Baby Carrots	Corn Salad	Baby Carrots
Fresh Whole Fruit	Fresh Whole Fruit	Fresh Broccoli Florets	Fresh Whole Fruit	Fresh Broccoli Florets
Assorted Fruit Juice	Assorted Fruit Juice	Fresh Whole Fruit	Assorted Fruit Juice	Fresh Whole Fruit
		Assorted Fruit Juice		Assorted Fruit Juice

# What's on the Menu?

## 2023 Pembroke Pines, Elementary School Lunch

### MONDAY

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Corn Dog

Chicken Nuggets w/Dinner Roll

Cheddar Garden Salad

Turkey & Cheese Sandwich

French Fries

Baby Carrots

Corn Salad

Fresh Whole Fruit

Assorted Fruit  
Juice



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE

Run Date: 05/17/2023

Pembroke Pines Charter Schools (11123)

Report Parameters	
Menus Included:	Sales- Middle School Lunch 2023-2024
Days/Dates Included:	1 - 31
Meal Periods Included:	Lunch
Stations Included:	Create, On the Go, Grill Nation, Milk & Condiments, Sides for All Meals
Diets Included:	
Inventory Categories Included:	Alcohol, Appetizers, Bakery, Bakery Products/Mixes, Bakery/Batters/Doughs, Bars/Cereal, Beef, Beverages, Bread/Rolls/Bagels, Cheese, Condiments, Dairy, Dairy Frozen, Desserts, Disposable, Egg Products, Eggs, Entree, Fish, Fruits, Fruits/Vegetables, Groceries, Groceries Dry, Groceries Frozen, Groceries Refrigerated, Herbs, Ice Cream, Lamb, Meat/Fish/Poultry, Milk, Non-Foods, Nourishments, Other, Pasta, Pasta/Rice/Grains, Pork, Poultry, Prepared, Produce, Snacks, Soups/Sauces, Spices/Seasonings, Supplements, Tortillas, Veal, Vegetables, Yogurt
<b>Purpose of the Report:</b>	
The purpose of the MenuWorks Shopping List Report is to provide a consolidated list of all ingredients needed based on a menu's forecast. The ingredients are categorized by inventory type and listed in user-friendly units of measure.	



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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Bakery</b>							
Bread, White Wheat, Slice, 1 oz eq, Alpha Baking 11627 CK12	Alpha/National Baking	11627	Alpha Baking Frozen 11627; 6/24 oz	247 lb	247 lb		
Bun, Hamburger, White Wheat, 2 oz Alpha Baking Frozen 51667 CK12	Alpha/National Baking	51667	Alpha Baking Frozen 51667; 120 count/case	313.25 lb	2506 ea		
Bun, Hot Dog, White Wheat, 2 oz eq, Alpha Baking 53680 CK12	Alpha/National Baking	53680	Alpha Baking Frozen 53680; 12/12 count	124.75 lb	998.01 ea		
Bun, Pretzel, WG, 2.2 oz, J&J Snack 7051/9552 CK12	J & J Snack	7051/9552	J&J Snack 7051; 120 count/case	32.17 lb	233.99 ea		
Crust, Pizza, 16", WG, Parbaked, Richs 14006 CK12	Rich's Products	14006	Rich's 14006; 18 crusts/case	405.88 lb	382 ea		
Roll, Dinner, White Wheat, 1 oz eq, Alpha 33607 CK12	Alpha/National Baking	33607	Alpha Baking Frozen 33607; 8/24 count	205.84 lb	2993.99 ea		
Roll, Sub, Dough, WG, 7.5 oz, Rich 8763 CK12	Rich's Products	8763	Rich's 8763; 60 count/case	54.84 lb	117 ea		
Sub Roll, Mini, WG, 2.4 oz, Richs Frozen 11782 CK12	Rich's Products	11782	Rich's 11782; 180/2.4 oz count	57.3 lb	382 ea		
<b>Dairy</b>							
Cheese, Pepper Jack, RF, Sliced, 0.5 oz CK12	Land O Lakes	44238	Generic Ingredients, and allergens are based on Land O Lakes 44238.	14.63 lb	468.01 ea		
Cheese, American, Pre-Sliced, .5 oz	Great Lakes	90005	Cheese Amer Yel 160 Sl Pullman; 4/5 LB	98.88 lb	3164 slice		
Cheese, American, Reduced Fat, Sliced, .5 oz CK12	Land O Lakes	46253	Nutrition and Ingredients based off Land O'Lakes 46253; 6/5 lb	71.5 lb	71.5 lb		
Cheese, American, White Swiss, Sliced, 0.5 oz	Great Lakes	90041	CHEESE SWISS AMERICAN 160CT; 4/5 LB	58.5 lb	1871.99 slice		
Cheese, Cheddar, Pre-Shredded	Great Lakes	90011	CHEESE CHEDDAR SHRD FCY; 4/5 LB	379.48 lb	379.48 lb		



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<b>Dairy</b>							
Cheese, Cheddar, Reduced Fat CK12	USDA Commodity	100012	Includes USDA 100012; 6/5 lb Ingredients based off Masters Gallery Select	23.88 lb	23.88 lb		
Cheese, Mozzarella, Part Skim, Pre-Shredded	Great Lakes	90002	Cheese Mozzarella LMPS Feather Shredded 4/5 Lb *Menu More	398.38 lb	398.38 lb		
Cheese, Pepper Jack, Loaf	Great Lakes	90028	Foodbuy Prop Cheese Pepper Jack Print ZTF REF 1/10 Lb AVG	87.75 lb	87.75 lb		
Cheese, Provolone, Block	Great Lakes	90010	Foodbuy Prop Cheese Provolone Plastic REF 2/10 Lb	11.94 lb	11.94 lb		
Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo 47703, PC CK12	Dean Foods		Dean Foods, TruMoo; 50 count/case	2486 lb	4972 ea		
Milk, Lowfat, 1%, Bulk	Local-Dairy		Milk 1% Plastic Ref 4/1 Gal	91.33 lb	10.61 gal		
Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC CK12	Dean Foods Dairy		Dean Foods, McArthur Dairy; 50 count/case	2674.58 lb	4972.08 ea		
Yogurt, Strawberry, Low Fat, 64oz Yoplait 10070470166312 CK12	General Mills	100704701663		234 lb	58.5 pouch		
<b>Groceries Dry</b>							
Beans, Baked, Vegetarian, Reduced Sodium, Canned	Bush Brothers	1638	BEAN BKED VEGETARIAN, RED SOD; 6/ #10 CN	1289.68 lb	184.25 Can#10		
Beans, Kidney, Dark Red, Low Sodium, Canned	Bush Brothers	1745	Beans, Kidney, Dark Red, Low Sodium, Canned; 6/ #10 cans	57 lb	8.08 Can#10		
Beans, Refried, Vegetarian, Canned	MegaMex Foods	7816	Refried Vegetarian Beans, 112oz 6/#10 cans	29.41 lb	3.86 Can#10		



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<b>Groceries Dry</b>							
Beans, Refried, Vegetarian, Canned, Low Sodium CK12	USDA Commodity	100362	USDA 100362; 6/#10 cans Ingredients based on American Farms Refried Beans	10.73 lb	1.53 Can#10		
Beans, Refried, Vegetarian, Low Sodium, Basic American Foods, Santiago 10302 CK12	Basic American	10302	Basic American Foods, Santiago 10302; 6/26.25 oz	73.73 lb	44.94 pouch		
Carrots, Sliced, Low Sodium, Canned CK12	USDA Commodity	100309	USDA 100309; 6/#10 Cans Ingredients based off Del Monte Quality Sliced Carrots.	122.95 lb	19.29 Can#10		
Cereal, Granola, Oats n Honey, Bulk, General Mills, Nature Valley 10016000271118 CK12	General Mills	100160002711	General Mills, Nature Valley 100160002711 4/50 oz	55.72 lb	55.72 lb		
Cereal, Granola, Oats n Honey, Bulk, General Mills, Nature Valley 10016000378541 CK12	General Mills	100160003785	General Mills, Nature Valley 100160003785 4/50 oz	34.82 lb	34.82 lb		
Cheese, Parmesan, Grated	J.V.M. Sales Corp - Diverse Supplier	BP125-C	Cheese Parmesan Pure Grated 2/5 Lb	2.99 lb	2.99 lb		
Chips, Tortilla, Round	Mission Foods	8620	CHIP TORTILLA WHITE ROUND; 6/2 LB	95.5 lb	95.5 lb		
Cornstarch	National Starch	600280	Cornstarch Regular 1/25 Lb (5049171)	3.49 oz	0.22 lb		
Crackers, Saltine, Mini, WG, IW, 0.39 oz, Kelloggs, Zesta 3010010088, PC CK12	Kellogg's Foodservice	3010010088	Kellogg's, Zesta 3010010088; 300 ct/case	587.73 lb	24112.01 ea		
Crouton, WG, Bulk, Marzetti 85360 CK12	Marzetti	85360	Marzetti 85360; 4/2.5 lb	36.56 lb	36.56 lb		
Grain, Quinoa, Dry	Woodland Foods	G08	Quinoa 1/10 Lb	14.69 lb	14.69 lb		



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<b>Groceries Dry</b>							
Honey	Sweet Harvest Foods (Formally Natural American)	la-07-0049	Honey Wildflower Plastic Jug 6/5 Lb	1.12 lb	1.12 lb		
Juice, Lime	Dr. Pepper Snapple Group	14800582055	Juice Real Lime PET Bottle 12/15 Fl Oz	4.48 oz	0.03 gal		
Ketchup, Canned	Heinz	130005137000	Ketchup Pouch Pack 6/#10 6/114 Fl Oz (513700); 6/#10	12.63 lb	1.91 Can#10		
Ketchup, Low Sodium, 1 oz, Red Gold REDY51Z, PC CK12	Red Gold	REDY51Z	Red Gold REDY51Z; 250 count/ case	310.75 lb	4972.01 ea		
Mayonnaise, Regular, Bulk, Kraft/Heinz, 130005167000/210006421900 CK12	Kraft	130005167000	Mayonnaise, Regular, Bulk, Kraft/Heinz, 130005167000	23.21 lb	23.21 lb		
Oil, Canola	Sovena USA	200385	Oil Canola Salad 4/1 Ga 4/7.7 Lb	44.04 lb	5.73 gal		
Oil, Cooking Spray	ConAgra Brands - Shelf Stable	6414463111	Pan Coating Arsl Food Release ; 6/17 OZ	2.18 lb	2.05 ea		
Oil, Liquid Butter Alternative, ZTF	Ventura Foods	15391PHA	Butter Alternative Liquid 3/1 Ga 3/7.7 Lb	17.62 lb	2.23 gal		
Oil, Olive	Catania Spagna Corporation	11333	Oil Olive Pure 100%; 6/1 gal (6/7.7 lb)	1.14 lb	0.15 gal		
Oil, Sesame	American Roland	87162	OIL SESAME PURE 100% 1/3.5 Pint	0.99 oz	0.06 pt		
Pasta, Rotini, Whole Grain, Dry	Barilla America	100768080060	Pasta Rotini Whole Grain; 2/10 lb	40.59 lb	40.59 lb		
Pears, Diced, Extra Light Syrup or Juice CK12	Del Monte	2002202	Pears, Diced, Extra Light Syrup or Juice, Canned; 6/#10 cans	3.39 lb	3.39 lb		



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<b>Groceries Dry</b>							
Pickles, Dill Hamburger Slices	Bay Valley	12722890185	Pickle Dill Hamburger Straight Cut Sliced PET 1/8 In 4/1 Ga	7.22 lb	1.32 gal		
Potatoes, Mashed, Reduced Sodium, Basic American Foods 10799 CK12	Basic American	10799	Basic American Foods 10799; 12/28 oz	28.47 lb	28.47 lb		
Rice, Brown, Dry, Bens Original	Masterfoods - Ben's Original	10232075	Rice Brown Whole Grain; 1/25 LB	65.89 lb	65.89 lb		
Rice, White, Long Grain, Converted, Dry	Riceland	3520024207	Rice Original Long Grain Parboiled; 1/25 Lb	65.89 lb	65.89 lb		
Salad Dressing, Caesar, Creamy, Kraft 2100070506 CK12	Ken's Food	KE0827	Ken's KE0827	14.96 lb	14.96 lb		
Salad Dressing, Caesar, Creamy, Unilever, Hellmann's 4800125722 CK12	Unilever	4800125722	Unilever, Hellmann's 4800125722; 4/1 gallon	7.47 lb	7.47 lb		
Salad Dressing, Honey Mustard, Bulk, Kraft 210007052400 CK12	Ken's Food	KE0651	Ken's KE0651; 4/1 Gallon	339.8 lb	339.8 lb		
Salad Dressing, Ranch, Light, Bulk, Dispenser, Heinz 130009804600 CK12	Heinz	130009804600	Heinz 130009804600 1.5 gallon	11.25 oz	1.17 cup		
Salad Dressing, Ranch, Light, Kraft 2100064355 CK12	Kraft General Foods	2100064355	Kraft 2100064355; 4/1 Gallon	149.25 lb	149.25 lb		
Salt, Bulk	Morton Salt	10530140	Salt Table Iodized 24/26oz	2.32 lb	2.32 lb		
Salt, Kosher	Cargill Inc.	6040760	Salt Kosher 12/3 Lb	1.63 lb	1.63 lb		
Sauce, Chili, Sambal Oelek	Huy Fong Foods Inc	713238	Paste Chili Sambal Oelek 3/1 Ga	6.56 oz	0.05 gal		
Sauce, Hot, Franks RedHot, Buffalo Wing 417416104/418231700 CK12	McCormick & Co	417416104, 418231700	McCormick, Frank's RedHot 417416104, 418231700; 4/1 gal	7.31 lb	7.31 lb		
Sauce, Hot, Original, Franks	French's Foodservice	410556011	SAUCE HOT REDHOT ORG 4-1GAL FRNKS	29.1 lb	3.66 gal		
Sauce, Marinara, Canned	ConAgra Brands - Shelf Stable	2700039125	Sauce Marinara ; 6/ #10	27.41 lb	3.98 Can#10		



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<b>Groceries Dry</b>							
Sauce, Pizza, Canned CK12	Heinz	13000573300	Ingredients and allergens based on Heinz 13000573300.	157.9 lb	286.5 cup		
Sauce, Salsa, Mild, Thick and Zesty	MegaMex Foods	07901	Salsa Thick & Chunky Medium 4/1 Gal	70.14 lb	7.68 gal		
Sauce, Soy, Less Sodium, Generic CK12	Kikkoman	00130	Sauce Soy Less Sodium 6/.5 GAL Contains: Wheat, Soy.	11.95 lb	1.33 gal		
Sauce, Spaghetti, Canned	ConAgra Brands - Shelf Stable	2700042201	Sauce Spaghetti W/ Tomato Bit ; 6/ #10	107.91 lb	15.66 Can#10		
Sauce, Sweet and Sour, Less Sodium, Schwan, Minh 69142 CK12	Schwan Corp	69142	Minh (TM) Less Sodium Sweet an dSour Sauce, 5/6 pound bags	15.28 lb	15.61 cup		
Sauce, Teriyaki, Less Sodium, Schwan, Minh 69144 CK12	Schwan Corp	69144	Minh (TM) Teriyaki Less Sodium Sauce 5/6lb	38.95 lb	38.95 lb		
Seasoning, Caribbean Jerk	McCormick & Co	974417	Generic The allergens, ingredients and nutrition are based off of McCormick 974417	6.44 lb	6.44 lb		
Seasoning, Italian	McCormick & Co	900223216	Seasoning Italian Whole ZTF No MSG 6/6.25 Oz (10354)	7.3 oz	0.46 lb		
Seasoning, Taco, McCormick F7168004 CK12	McCormick & Co	F7168004	McCormick F7168004; 6/9 oz	6.6 oz	0.41 lb		
Spice, Basil, Leaves, Dried	McCormick & Co	974227	Basil Leaf Sweet 6/5 Oz	0.56 oz	0.04 lb		
Spice, Chili Powder	McCormick & Co	900210220	Chili Powder Dark Ground Plastic 6/20 Oz	2.61 lb	2.61 lb		
Spice, Cumin, Ground	McCormick & Co	900223190	Spice Cumin Grnd; 6/14oz	2.08 lb	2.08 lb		



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<b>Groceries Dry</b>							
Spice, Garlic Powder	McCormick & Co	900223224	Garlic Powder No MSG ZTF 6/19-21 Oz AVG (10648)	4.8 oz	0.3 lb		
Spice, Garlic, Granulated	McCormick & Co	932365	Seasoning Garlic Granulated 3/7.25 Lb	2.22 lb	2.22 lb		
Spice, Ginger, Ground	McCormick & Co	901431383	Spice Ginger Ground; 6/12.5oz	1.55 oz	0.1 lb		
Spice, Mustard, Dry	McCormick & Co	932424	Spice Mustard Ground; 6/1 LB	3.39 oz	0.21 lb		
Spice, Onion Flakes, Dehydrated	McCormick & Co	979608	Onion Chp Dehy Dispen; 1/15 LB	1.06 lb	1.06 lb		
Spice, Onion Powder	McCormick & Co	974306	Spice Onion Powder; 3/5.5 LB	7.51 oz	0.47 lb		
Spice, Oregano, Ground	McCormick & Co	932466	Spice Oregano Ground; 6/13 OZ	1.6 lb	1.6 lb		
Spice, Paprika, Ground	McCormick & Co	932367	Spice Paprika Extra Fancy Ground; 3/5.25LB	11.99 oz	0.75 lb		
Spice, Pepper, Black, Ground	McCormick & Co	932457	Pepper Black Ground Table Large 3/5 Lb	1.99 lb	1.99 lb		
Spice, Pepper, Cayenne	McCormick & Co	900223215	Spice Pepper Cayenne Grnd; 6/14 OZ	11.08 oz	0.69 lb		
Spice, Pepper, Red, Crushed	McCormick & Co	974203	Spice Pepper Red Chili Crushed Flakes; 3/3.25LB	0.74 oz	0.05 lb		
Spice, Pepper, White, Ground	McCormick & Co	974342	Spice Pepper White Ground; 3/5 LB	7.51 oz	0.47 lb		
Spice, Thyme Leaves, Dried	McCormick & Co	932636	Spice Thyme Leaves Whl; 3/27.5OZ	0.71 oz	0.04 lb		
Sugar, Brown, Light	Domino Sugar	404832	Sugar Brown Light 16/2 Lb	2.28 lb	2.28 lb		
Sugar, Granulated	Diamond Crystal	24003	Sugar Granulated Canister; 24/20 oz	8.22 lb	8.22 lb		



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<b>Groceries Dry</b>							
Tomato Paste, Canned	ConAgra Brands - Shelf Stable	2700038835	Tomato Paste ZTF 6/#10	27.62 lb	3.83 Can#10		
Tomatoes, Diced in Juice, No Added Salt, Canned	ConAgra Brands - Shelf Stable	2700038067	TOMATO, DCD IN JCE NO ADDED SALT; Angela Mia; 6/#10	7.06 lb	0.98 Can#10		
Tortilla, Flour, WG, 10", Ole La Banderita 2757 CK12	Ole Mexican - Diverse Supplier	2757	Ole La Banderita 2757; 144 count/case	535.94 lb	3921.07 ea		
Tortilla, Flour, WG, 6", Ole La Banderita 27328 CK12	Mission Foods	27328	Ole La Banderita 27328; 288 count/case	48.85 lb	714.72 ea		
Tortilla, Flour, WG, 8", Ole La Banderita 2754 CK12	Ole Mexican - Diverse Supplier	2754	Ole La Banderita 2754; 12/12 count/case	23.21 lb	206.47 ea		
Vinegar, Cider	Heinz	130000082700	Vinegar Apple Cider 4/1 Ga	6.29 lb	0.75 gal		
Vinegar, White	Heinz	130000075600	Vinegar White 6/.5 Ga	4.51 lb	0.54 gal		
<b>Groceries Frozen</b>							
Broccoli, Chopped, Frozen	Nortera (Formerly Bonduelle North America)	49001	Broccoli Cut Grade A; 12/2 lb	240.66 lb	240.66 lb		
Carrots, Sliced, Crinkle Cut, Frozen	Nortera (Formerly Bonduelle North America)	1038421	Carrot Sliced KK Grade A P 12/2 Lb	156.62 lb	156.62 lb		
Corn, Cut, Whole Kernel, Frozen	Nortera (Formerly Bonduelle North America)	70085	CORN, KRNL YLW EX STD IQF FZN; 1/20 LB	1184.68 lb	1184.68 lb		
Empanada, Chicken and Cheese, Ruiz 73852 CK12	Ruiz Food	73852	Ruiz 73852; 24 count/case	43.87 lb	233.99 ea		
Macaroni and Cheese, RF, WG, Land O Lakes 43274 CK12	Land O Lakes	43274	Land O'Lakes 43274; 6/5 lb	262.35 lb	262.35 lb		
Peas, Green, Frozen	Nortera (Formerly Bonduelle North America)	47052	PEA GRN FCY FZN; 12/2 LB	159.48 lb	159.48 lb		
Potatoes, French Fries, Straight Cut, 3/8 in, McCain 1000001223 CK12	Mc Cain	1000001223	McCain 1000001223; 6/5#	538.39 lb	538.39 lb		



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<b>Groceries Frozen</b>							
Potatoes, French Fries, Twister, Seasoned, Frozen Lamb Weston D0073	Lamb Weston	D0073	ConAgra, Lamb Weston D0073; 6/5 lb	109.14 lb	109.14 lb		
Potatoes, Tator Tots, McCain, Ore-Ida OIF00215A CK12	Mc Cain	OIF00215A	McCain, Ore-Ida OIF00215A; 6/5 lb	377.42 lb	377.42 lb		
Sauce, Alfredo, Mix, Unilever, Knorr 48001367548 CK12	Unilever	48001367548	Unilever, Knorr 48001367548; 4/1 lb	10.61 lb	10.61 lb		
Soybean, Edamame, Shelled, Frozen	Simplot	100711795227	Soybean, Edamame, Shelled; 6/2.5 lb	24.84 lb	24.84 lb		
Strawberries, Sliced, Unsweetened, Frozen	Dole	17930	Strawberry Sliced 4X1; 6/6.5 LB	81.53 lb	81.53 lb		
<b>Groceries Refrigerated</b>							
Base, Vegetable, Unilever, Knorr, 84151017 CK12	Unilever	84151017	Unilever, Knorr, 84151017; 6/1 LB	1.62 lb	1.62 lb		
Juice, Apple, 4 oz PC CK12	Country Pure	42298/41381/4	Based off: Country Pure Foods, Ardmore Farms 41381; 96 count/case Includes: - Country Pure Foods, Ardmore Farms 42298; 70 count/case - Country Pure Foods, Ardmore Farms 40001; 96 count/case	1650 lb	6600 ea		
Juice, Grape, 4 oz, PC CK12	Country Pure	41382/42301	Based off: Country Pure Foods, Ardmore Farms 41382; 96 count/case Includes: Country Pure Foods, Ardmore Farms 42301; 70 count/case	1650 lb	6600 ea		



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<b>Groceries Refrigerated</b>							
Juice, Orange, 4 fl oz, PC CK12	Country Pure	42297/41380/1	Ingredients and nutrition based off of: Country Pure Foods, Ardmore Farms 42297/41380; 70 count/case Includes: USDA 100277 and USDA 110651	1650 lb	6600 ea		
Margarine CK12	Ventura Foods	21547	Ventura Foods 21547, 30/1 lb Nutrition, ingredients and allergens based on Ventura Foods 21547	4.94 lb	4.94 lb		
<b>Meat/Fish/Poultry</b>							
Bacon, Slice, Precooked, Farmland Foods	Smithfield - Farmland Foods	100702471723	Bacon Precooked 1/2.5 Lb 2/150 Ct	7.08 lb	7.08 lb		
Beef Patty, Precooked, with Applesauce, 2.5 oz, Advance Pierre 10000055425/10000042520 CK12	Advance Pierre	10000055425/	Advance Pierre 10000055425; 200 count/case Advance Pierre 10000042520; 200 count/case	73.13 lb	468 ea		
Beef Sliced, Chopped and Formed FC, 2.5 oz, Advance Pierre 10000097870/10000097868 CK12	Advance Pierre	10000097870/	Advance Pierre 10000097870; 192 count/case Advance Pierre 10000097868; 192 count/case	63.67 lb	407.47 ea		
Beef, Burger, Steak, Flame Grilled, 2.30 oz, Advance Pierre 10000037600 CK12	Advance Pierre	10000037600	Advance Pierre 10000037600; 140 count/case	54.91 lb	382 ea		
Beef, Crumbles, Soy Added, JTM CP5868/5868CE CK12	JTM Food Group	CP5868 / 5868CE	JTM CP5868 / 5868CE; 6/30#	14.75 lb	14.75 lb		



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<b>Meat/Fish/Poultry</b>							
Beef, Ground, 85% Lean/15% Fat, Raw	Fulton Provision Co	136114	Beef Ground 85/15 4/5 lb	77.18 lb	77.18 lb		
Beef, Philly, Flat Steak, Advance Pierre 10000016140 CK12	Advance Pierre	10000016140	Advance Pierre 10000016140; 10 lb	39.79 lb	39.79 lb		
Beef, Taco Filling, Reduced Fat, FrozenJTM CP5250/5250CE CK12	JTM Food Group	CP5250	JTM CP5250; 6/5 lb	76.4 lb	76.4 lb		
Chicken, Chunks, Breaded, Homestyle, WG, Tyson 10269760928 CK12	Tyson Foods	10269760928	Tyson 10269760928; 187 pieces/case	125.78 lb	4680.03 ea		
Chicken, Chunks, Breaded, WG, FC, .69 oz, Tyson 10703640928 CK12	Tyson Foods	10703640928	Tyson 10703640928; 875 count/case	43.87 lb	43.87 lb		
Chicken, Chunks, Breaded, WG, Tyson 10703620928 CK12	Tyson Foods	10703620928	Tyson 10703620928; 605 count/case	57.77 lb	57.77 lb		
Chicken, Diced, Tyson 10244020928 CK12	Tyson Foods	10244020928	Tyson 10244020928; 10 lbs	13.09 lb	13.09 lb		
Chicken, Diced, Tyson 10460120928/10228300928 CK12	Tyson Foods	10460120928/	Tyson 10460120928; 2/5 lb Tyson 10228300928; 2/5 lb Nutrition and ingredients based off 10460120928	55.05 lb	55.05 lb		
Chicken, Nuggets, Breaded, WG, Tyson 16478-928 CK12	Tyson Foods	16478-928	Tyson 16478-928; 720 count/case	49.73 lb	49.73 lb		
Chicken, Patty, Breaded, WG, FC, 3.75 oz, Tyson 10703020928 CK12	Tyson Foods	10703020928	Tyson 10703020928; 132 count/case	109.69 lb	468 ea		
Chicken, Patty, Breaded, WG, Tyson 10703040928 CK12	Tyson Foods	10703040928	Tyson 10703040928; 175 count/case	87.75 lb	87.75 lb		
Chicken, Patty, Hot N Spicy, Breaded, WG, FC, 3.5 oz, Tyson 10703140928 CK12	Tyson Foods	10703140928	Tyson 10703140928; 148 count/case	51.63 lb	236 ea		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Chicken, Popcorn, Breaded, WG, Tyson 10703680928 CK12	Tyson Foods	10703680928	Tyson 10703680928; 1908 count/case	89.25 lb	89.25 lb		
Chicken, Tender, Breaded, WG, FC, 2.07 oz, Tyson 10703320928 CK12	Tyson Foods	10703320928	Tyson 10703320928; 238 count/case	159.39 lb	159.39 lb		
Corn Dog, Chicken, WG, 4 oz, Foster Farms 95150 CK12	Foster Farms	95157/95150	Foster Farms 95157; 72 count/case Foster Farms 95150; 2/5 lb Ingredients and nutrition based off MIN 95157	292.5 lb	292.5 lb		
Fish, Tilapia, Fillet, 3-5 oz, Frozen-IQF	Beaver Street Fishery	6217917	Tilapia Filet Skinless Boneless 3/5 oz; Sea Best; 1/10 LB	58.5 lb	234 piece		
Hot Dog, Beef, 2 oz, Smithfield, Gold Medal 70247810960 CK12	Smithfield	70247810960	Smithfield, Gold Medal 70247810960; 80 ct	77 lb	77 lb		
Hot Dog, Turkey, 8:1 6", Butterball 2265582918 CK12	Butterball Turkey	2265582918	Butterball 2265582918; 80 count/case	47.75 lb	47.75 lb		
Meatballs, Beef, Cooked, .65 oz, Frozen JTM CP5035/5035CE CK12	JTM Food Group	CP5035/5035C	JTM CP5035/5035C 736 count/case	186.22 lb	4583.99 ea		
Pepperoni, Pork, Beef, Sliced, Smithfield, Armour Charproof 2781522021 CK12	Smithfield	2781522021	Smithfield, Armour Charproof 2781522021; 2/5 lb	20.89 lb	20.89 lb		
Pork, Ham, Deli, Whole, USDA 100184 CK12	USDA Commodity	100184	USDA 100184; 4/10 lb	3.25 lb	3.25 lb		
Pork, Loin, Roast, Boneless, Trimmed, Raw	Smithfield	900708007082	Pork Loin BNLS Center Cut Fresh; 6/7-9#AV	74.9 lb	74.9 lb		
Pork, Pulled, USDA 110730 CK12	USDA Commodity	110730	USDA 110730; 8/5 lb or 4/10 lb Ingredients and allergens based off Mistica Foods CN #096056	47.75 lb	47.75 lb		



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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Turkey Ham, Sliced, 0.51 oz, Jennie-O 256503/256535 CK12	Jennie-O Turkey	256503/256535	Jennie-O 256503; 12/1 lb Jennie-O 256535; 4/5.25 lb	54.7 lb	54.7 lb		
Turkey, Breast, Deli, Frozen USDA 100121 CK12	USDA Commodity	100121	USDA 100121; 4/9-11 lb	3.25 lb	3.25 lb		
Turkey, Ground, 10% Fat, Raw, CK12	Jennie-O Turkey	223620	100% Pure Turkey All Natural 90% Lean 2/10 lb	70.37 lb	70.37 lb		
Turkey, Oven Roasted, Deli, Sliced, 0.5 oz, Jennie-O 209903 CK12	Jennie-O Turkey	209903	Jennie-O 209903; 12/1 lb	90.19 lb	90.19 lb		
Turkey, Taco Filling, Jennie-O 285628 CK12	Jennie-O Turkey	285628	Jennie-O 285628; 4/7 lb	71.63 lb	71.63 lb		
<b>Other</b>							
Water				135.16 lb	135.16 lb		
Water, Boiling				1227.48 lb	1227.48 lb		
Water, Cold				8.98 lb	8.98 lb		
Water, Cool				27.67 lb	27.67 lb		
<b>Produce</b>							
Apples, Red Delicious, 138 Count, Fresh	Local-Produce		Apple Red Delicious; 138CT fresh	1594.2 lb	1594.2 lb		
Avocado, Fresh	Local-Produce		Avocado Hass Fresh; average each wt 6oz	19.61 lb	19.61 lb		
Banana, Petite, Fresh	Local-Produce		Small/Petite Banana Fresh; 1/10 LB	2691.15 lb	2691.15 lb		
Basil, Fresh	Local-Produce		Basil Fresh; 1/1 LB	3.49 oz	0.22 lb		
Broccoli, Fresh	Local-Produce		Broccoli Crown Frsh	1033.93 lb	1033.93 lb		
Cabbage, Chinese (Napa), Fresh	Local-Produce		Cabbage Napa Crtn; 1/30 LB	16.75 lb	16.75 lb		
Carrots, Fresh	Local-Produce		Carrot Cello Pack Fresh; 48/1 LB	47.11 lb	47.11 lb		
Carrots, Whole Baby, Fresh	Local-Produce		Carrot Baby Cut Pld; 4/5 LB	3836.25 lb	3836.25 lb		
Celery, Fresh	Local-Produce		Celery Fresh; 1/36 CT	143.09 lb	143.09 lb		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Produce</b>							
Cilantro, Fresh	Local-Produce		Cilantro Frsh;	2.89 lb	2.89 lb		
Cucumbers, Fresh	Local-Produce		Cucumber Fresh; 1/12 CT	25.66 lb	25.66 lb		
Garlic Cloves, Peeled, Fresh	Local-Produce		Garlic Cloves Peeled Fresh	11.46 oz	0.72 lb		
Ginger Root, Fresh	Local-Produce		Ginger Root Frsh; 1/5 LB	8.68 oz	0.54 lb		
Lettuce, Romaine Blend, Fresh	Local-Produce		Lettuce Blend Iceberg/Rom 80/20;	83.4 lb	83.4 lb		
Lettuce, Romaine, Fresh	Local-Produce		Lettuce Romaine Fresh; 4/6 CT	169.18 lb	169.18 lb		
Lettuce, Salad Mix w/Carrot, Red Cabbage	Local-Produce		Lettuce Salad Mix 4x5 lb	12.19 lb	12.19 lb		
Lettuce, Salad Mix, Spring (Mesclun)	Local-Produce		Lettuce Spring Mix Conv Pllw; 1/3 LB	7.31 lb	7.31 lb		
Onions, Green, Scallion, Fresh	Local-Produce		Onion Green (scallion)	46.21 lb	46.21 lb		
Onions, Yellow, Fresh	Local-Produce		Onion Yellow Fresh	2.16 lb	2.16 lb		
Orange, 138 Count, Fresh	Local-Produce		Orange 138 count Fresh	1994.36 lb	1994.36 lb		
Pears, Bartlett, 110 Count, Fresh	Local-Produce		Pear Bartlett; 110 CT Fresh	1969.03 lb	1969.03 lb		
Peas, Snow, Fresh	Local-Produce		Pea Snow Fresh	7.05 lb	7.05 lb		
Peppers, Bell, Green, Medium, Fresh	Local-Produce		Pepper Green Bell Frsh Med	1.24 lb	1.24 lb		
Pineapple, Fresh	Local-Produce		Pineapple Frsh	2.09 lb	2.09 lb		
Spinach, Baby, Fresh	Local-Produce		Spinach Baby Frsh	3.16 lb	3.16 lb		
Tomatoes, Cherry, Fresh	Local-Produce		Tomato Cherry Fresh	29.23 lb	29.23 lb		
Tomatoes, Fresh	Local-Produce		Tomato Fresh	507.28 lb	507.28 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

Recipe Number	Recipe Name	Menu Portion Size
'34507	1 MM CK12 Fruit, Assorted, Fresh	1 each
'34497	1 MM CK12 Juice, Assorted, 100%, 4 fl oz	1 each
'34503.1	1 MM CK12 Syrup, Breakfast, Bulk, 1 fl oz	1 floz
'34514.46	2 APL CK12 Bagel, Plain, Sliced, ENR (Sara Lee, Wholesome Harvest 117484) - Bundle	1 each
'81100	2 APL CK12 Cream Cheese, Light, 1 oz, Generic, PC - Bundle	1 each
'125079	2 APL CK12 Bar, Soft Filled, Cinnamon Toast Crunch, WG, 2.36 oz, General Mills 10018000109781, PC	1 each
'34502.8	2 APL CK12 Bread, Toast, WG, 1 Slice (Frozen, 1 oz eq) - Bundle	1 slice
'46886	2 APL CK12 Margarine, Bulk, 1 tsp - Bundle	1 tsp
'39951.2	2 APL CK12 Breakfast Roll, Cinnamon, Dough, 1.25 oz (Rich's 10204)	1 each
'35158.43	2 APL CK12 Burrito, Breakfast, Chorizo (Jennie-O 33038), Egg Patty (Cargill 40711), Tater Tots (McCain OIFO)	1 each
'69976	2 APL CK12 Cereal, Cinnamon Toast Crunch, Bowl, 1 oz, General Mills 10016000118154, PC	1 each
'70554	2 APL CK12 Cereal, Frosted Flakes, Multigrain, RS, Bowl, 1 oz, Kellogg's 3800054998, PC	1 each
'69972	2 APL CK12 Cereal, Lucky Charms, Bowl, 1 oz, General Mills 10016000319179, PC	1 each
'34512.39	2 APL CK12 French Toast, Sticks, Cinnamon Glazed, WG (Cargill 40497), 3 Sticks	3 piece
'67499	2 APL CK12 Oatmeal, Baked with Raisins	1 piece
'38300.67	2 APL CK12 Pancakes, Maple Cinnamon, WG, 2 Pack (Bake Crafters 1478)	1 pouch
'34510.143	2 APL CK12 Parfait, Breakfast, Yogurt (Greek Vanilla), Tropical Fruit, Homemade Granola	1 serving(s)
'40852.35	2 APL CK12 Parfait, Breakfast, Yogurt (Vanilla), Very Berry, Homemade Granola	1 each
'35157.18	2 APL CK12 Quesadilla, Breakfast, Ham (Smithfield 3090032588), Cheese, Scrambled Eggs (Cargill 40927/41)	1 each
'34534.137	2 APL CK12 Sandwich, Breakfast, Chicken Patty (Tyson 10057780928), WG Biscuit (GM 10094562322684)	1 sandwich
'34539.92	2 APL CK12 Sandwich, Breakfast, Sausage Patty (Jennie-O 613203), Cheese, Biscuit (GM 10094562322684)	1 sandwich
'34539.87	2 APL CK12 Sandwich, Breakfast, Sausage Patty (Jimmy Dean 10000025443), Cheese, ENR Biscuit (GM 1009)	1 sandwich
'34539.179	2 APL CK12 Sandwich, Breakfast, Sausage Patty, Turkey (Jimmy Dean 10000014106), Cheese, English Muffin	1 sandwich
'34873.65	2 APL CK12 Sandwich, Cheese, RF American, WG Sliced Bread (Frozen, 1 oz eq)	1 sandwich
'81829.29	2 APL CK12 Smoothie, Breakfast, Blenderless, Banana, Apple Juice, Yogurt, Low Fat Blueberry (Yoplait 1007)	8 floz
'34703.30	2 APL CK12 Waffles, WG (Bake Crafters 1453), 2 Each	2 each
'39566.48	3 CK12 Hot Croissant, Cheese, (Rich's 9718), WG	1 each
'70682	3 CK12 Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo, PC	1 each
'73984	3 CK12 Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC	1 each
'38300.15	3 CK12 Pancakes, WG (USDA 100393), 1 Each	1 each



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE

Run Date: 05/17/2023

Pembroke Pines Charter Schools (11123)

Report Parameters	
Menus Included:	Sales- High School Breakfast 2022-2023
Days/Dates Included:	1 - 31
Meal Periods Included:	Breakfast
Stations Included:	Breakfast
Diets Included:	
Inventory Categories Included:	Alcohol, Appetizers, Bakery, Bakery Products/Mixes, Bakery/Batters/Doughs, Bars/Cereal, Beef, Beverages, Bread/Rolls/Bagels, Cheese, Condiments, Dairy, Dairy Frozen, Desserts, Disposable, Egg Products, Eggs, Entree, Fish, Fruits, Fruits/Vegetables, Groceries, Groceries Dry, Groceries Frozen, Groceries Refrigerated, Herbs, Ice Cream, Lamb, Meat/Fish/Poultry, Milk, Non-Foods, Nourishments, Other, Pasta, Pasta/Rice/Grains, Pork, Poultry, Prepared, Produce, Snacks, Soups/Sauces, Spices/Seasonings, Supplements, Tortillas, Veal, Vegetables, Yogurt

### Purpose of the Report:

The purpose of the MenuWorks Shopping List Report is to provide a consolidated list of all ingredients needed based on a menu's forecast. The ingredients are categorized by inventory type and listed in user-friendly units of measure.



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Bakery</b>							
Bagel, Plain, 2.3 oz, Frozen Sara Lee, Wholesome Harvest 117484 CK12	Sara Lee Bakery	117484	Sara Lee, Wholesome Harvest 117484; 72 count/case	64.69 lb	451.42 ea		
Biscuit, Southern Style, ENR, 2.2 oz, General Mills 10094562311510 CK12	General Mills	100945623115	General Mills 100945623115 216 count/case	17.19 lb	125 ea		
Biscuit, WG, 2.51, General Mills 10094562322684 CK12	General Mills	100945623226	General Mills 100945623226 216 count/case	54.91 lb	350 ea		
Bread, White Wheat, Slice, 1 oz eq, Alpha Baking 11627 CK12	Alpha/National Baking	11627	Alpha Baking Frozen 11627; 6/24 oz	1031.25 lb	1031.25 lb		
Dough, Pizza, 16", WG, Proof & Bake, Richs 9718 CK12	Rich's Products	9718	Rich's 9718; 24 crusts/case	26.37 lb	25 ea		
English Muffin, Plain, 2 oz, Burry 30001	Burry Foodservice	30001	Burry 30001; 72 count/case	15.62 lb	124.99 ea		
<b>Dairy</b>							
Cheese, American, Pre-Sliced, .5 oz	Great Lakes	90005	Cheese Amer Yel 160 Sl Pullman; 4/5 LB	18.75 lb	600.01 slice		
Cheese, American, Reduced Fat, Sliced, .5 oz CK12	Land O Lakes	46253	Nutrition and Ingredients based off Land O'Lakes 46253; 6/5 lb	687.5 lb	687.5 lb		
Cheese, Cheddar, Pre-Shredded	Great Lakes	90011	CHEESE CHEDDAR SHRD FCY; 4/5 LB	7.81 lb	7.81 lb		
Cheese, Mozzarella, Part Skim, Pre-Shredded	Great Lakes	90002	Cheese Mozzarella LMPS Feather Shredded 4/5 Lb *Menu More	25 lb	25 lb		
Milk, Chocolate, Skim, 8 fl oz, Dean Foods, TruMoo 47703, PC CK12	Dean Foods		Dean Foods, TruMoo; 50 count/case	2475 lb	4950 ea		
Milk, Skim, Bulk	Local-Dairy	2491694	Dean Dairy: Milk Non-Fat; 6/.5 GAL	17.82 lb	2.06 gal		
Milk, White, 1% Lowfat, 8 fl oz, Dean Foods, McArthur Dairy, PC CK12	Dean Foods Dairy		Dean Foods, McArthur Dairy; 50 count/case	2662.74 lb	4950.08 ea		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Dairy</b>							
Yogurt, Blueberry, Low Fat, Bulk, GM Yoplait Parfait Pro 10070470160679 CK12	General Mills	100704701606	GM Yoplait Parfait Pro 100704701606 6/64oz	37.5 lb	66.71 cup		
Yogurt, Vanilla, Greek, Fat Free, Bulk, GM Yoplait Parfait Pro 10070470411672 CK12	General Mills	100704704116	General Mills, Yoplait Parfait Pro 100704704116 3/64oz	31 lb	62.5 cup		
Yogurt, Vanilla, Low Fat, Parfait Pro, 64 oz, Pouch General Mills 10070470166329	General Mills	100704701663	Yogurt, Vanilla, Low Fat; Yoplait ParfaitPro; 6/64 oz pouches	93.75 lb	23.44 pouch		
<b>Groceries Dry</b>							
Baking Powder	Clabber Girl Baking Powder	350	Baking Powder Double Action 6/5 Lb	3.35 oz	0.21 lb		
Bar, Soft Filled, Cinnamon Toast Crunch, WG, 2.36 oz, General Mills 10018000109781, PC CK12	General Mills	100180001097	General Mills 100180001097 72 count/case	36.87 lb	250 ea		
Cereal, Cinnamon Toast Crunch, Bowl, 1 oz, General Mills 10016000118154, PC CK12	General Mills	100160001181	General Mills 100160001181 96 count/case	171.87 lb	171.87 lb		
Cereal, Frosted Flakes, Multigrain, RS, Bowl, 1 oz, Kelloggs 3800054998, PC CK12	Kellogg's Foodservice	3800054998	Kellogg's 3800054998; 96 count/case	171.87 lb	2749.99 ea		
Cereal, Lucky Charms, Bowl, 1 oz, General Mills 10016000319179 PC CK12	General Mills	100160003191	General Mills 100160003191 96 count/case	171.87 lb	2749.99 ea		
Cereal, Oatmeal, Quick, Dry, Bulk	Quaker Oats	43285	CEREAL, OTML QUICK 12/42 oz	48.21 lb	18.37 Cyl#3		
Cheese, Parmesan, Grated	J.V.M. Sales Corp - Diverse Supplier	BP125-C	Cheese Parmesan Pure Grated 2/5 Lb	2.76 lb	2.76 lb		
Flavoring, Extract, Vanilla, Imitation	McCormick & Co	930607	Extract Vanilla Imit; 32OZ	6.74 oz	0.06 gal		
Fruit Mix, Tropical, Juice Pack, Canned	Dole	09060	Fruit Salad Tropical Natural Juice 6/#10	35.74 lb	5.47 Can#10		
Honey	Sweet Harvest Foods (Formally Natural American)	la-07-0049	Honey Wildflower Plastic Jug 6/5 Lb	10.99 lb	10.99 lb		



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<b>Groceries Dry</b>							
Oil, Canola	Sovena USA	200385	Oil Canola Salad 4/1 Ga 4/7.7 Lb	8.82 lb	1.15 gal		
Oil, Cooking Spray	ConAgra Brands - Shelf Stable	6414463111	Pan Coating Arsl Food Release ; 6/17 OZ	3.77 oz	0.22 ea		
Raisins	Azar Nut	6395896	Raisin Seedless Select 24/15 Oz	5.5 lb	5.5 lb		
Salt, Bulk	Morton Salt	10530140	Salt Table Iodized 24/26oz	2.96 oz	0.19 lb		
Salt, Kosher	Cargill Inc.	6040760	Salt Kosher 12/3 Lb	2.5 oz	0.16 lb		
Spice, Cinnamon, Ground	McCormick & Co	932463	Spice Cinnamon Ground; 3/5 LB	10.09 oz	0.63 lb		
Spice, Garlic, Granulated	McCormick & Co	932365	Seasoning Garlic Granulated 3/7.25 Lb	1.23 oz	0.08 lb		
Spice, Nutmeg, Ground	McCormick & Co	900223191	Spice Nutmeg Ground; 6/1 LB	1.13 oz	0.07 lb		
Sugar, Brown, Light	Domino Sugar	404832	Sugar Brown Light 16/2 Lb	6.24 lb	6.24 lb		
Sugar, Granulated	Diamond Crystal	24003	Sugar Granulated Canister; 24/20 oz	9.09 lb	9.09 lb		
Syrup, Maple, Pancake & Waffle	ConAgra Brands - Shelf Stable	27000024200	Pancake Syrup; 4/1 gal	151.43 lb	13.68 gal		
Tortilla, Flour, WG, 10", Ole La Banderita 2757 CK12	Ole Mexican - Diverse Supplier	2757	Ole La Banderita 2757; 144 count/case	62.61 lb	458.08 ea		
<b>Groceries Frozen</b>							
Blueberries, Unsweetened, Frozen-IQF	Dole	11711	Blueberry Whole IQF 2/5 Lb	16.02 lb	16.02 lb		
Dough, Cinnamon Roll, WG, 1.25 oz, Richs 10204 CK12	Rich's Products	10204	Rich's 10204; 240 count/case	41.01 lb	41.01 lb		
Egg, Patty, 1.25 oz, Cargill, Sunny Fresh 40711 CK12	Cargill Inc.	40711	Cargill, Sunny Fresh 40711; 300 count/case	19.53 lb	19.53 lb		



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	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Frozen</b>							
Eggs, Scrambled, Cooked, Cargill, Sunny Fresh 40927/41927 CK12	Cargill Inc.	40927/41927	Cargill, Sunny Fresh 40927/41927; 4/5 lb	14.06 lb	14.06 lb		
French Toast Sticks, WG, 0.967 oz, Cargill, Sunny Fresh 40497 CK12	Cargill Inc.	40497	Cargill, Sunny Fresh 40497; 100 servings/case	99.72 lb	99.72 lb		
Pancake, Whole Grain USDA 110393 CK12	USDA Commodity	110393	USDA 110393; 144 count/case	24.36 lb	24.36 lb		
Pancakes, Maple Cinnamon, WG, 2 Pack, 2.6 oz, Bake Crafters 1478 CK12	Bake Crafters - Diverse Supplier	1478	Bake Crafters 1478; 72 count/case	40.62 lb	40.62 lb		
Potatoes, Tator Tots, McCain, Ore-Ida OIF00215A CK12	Mc Cain	OIF00215A	McCain, Ore-Ida OIF00215A; 6/5 lb	15.62 lb	15.62 lb		
Waffle, WG, 1.3 oz, Bake Crafters 1453 CK12	Bake Crafters - Diverse Supplier	1453	Bake Crafters 1453; 144 count/case	73.13 lb	73.13 lb		
<b>Groceries Refrigerated</b>							
Cream Cheese, Light, 1 oz, PC CK12	Schreiber Food	25658	The allergens and ingredients are based off of Schreiber 25658.	28.12 lb	449.99 ea		
Egg, Fresh, Large, Cage Free, HFAC, Pasteurized, Deb-EI	Deb- EI	10050	Egg Shell Cage Free Large PSE HFAC Certified 1/15 Dz	3.44 lb	31.24 ea		
Juice, Apple, 100%	Dr. Pepper Snapple Group	14800000344	Apple Juice; Motts; 8/64 oz MIN: 14800000344/1480031648	28.54 lb	3.27 gal		



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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Groceries Refrigerated</b>							
Juice, Apple, 4 oz PC CK12	Country Pure	42298/41381/4	Based off: Country Pure Foods, Ardmore Farms 41381; 96 count/case Includes: - Country Pure Foods, Ardmore Farms 42298; 70 count/case - Country Pure Foods, Ardmore Farms 40001; 96 count/case	436.33 lb	1745.33 ea		
Juice, Grape, 4 oz, PC CK12	Country Pure	41382/42301	Based off: Country Pure Foods, Ardmore Farms 41382; 96 count/case Includes: Country Pure Foods, Ardmore Farms 42301; 70 count/case	436.33 lb	1745.33 ea		
Juice, Orange, 4 fl oz, PC CK12	Country Pure	42297/41380/1	Ingredients and nutrition based off of: Country Pure Foods, Ardmore Farms 42297/41380; 70 count/case Includes: USDA 100277 and USDA 110651	436.33 lb	1745.33 ea		
Margarine CK12	Ventura Foods	21547	Ventura Foods 21547, 30/1 lb Nutrition, ingredients and allergens based on Ventura Foods 21547	56.59 lb	56.59 lb		



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Pembroke Pines Charter Schools (11123)

	MFR	MIN	Purchasing Description	Quantity Needed	Amount/Unit	On-Hand	Order
<b>Meat/Fish/Poultry</b>							
Chicken, Patty, Breakfast, FC, Tyson 10057780928 CK12	Tyson Foods	10057780928	Tyson 10057780928; 200 count/case	15 lb	165.52 ea		
Pork, Ham, Deli, Sliced, Virginia, 0.5 oz, Smithfield, Armour-Eckrich 3090032588 CK12	Smithfield - Armour Eckrich	3090032588	Smithfield, Armour-Eckrich 3090032588; 6/2 lb	3.12 lb	3.12 lb		
Pork, Sausage, Patty, 2 oz, FC, Tyson 10000025443 CK12	Tyson Foods	10000025443	Tyson, Jimmy Dean 10000025443; 1/10 Lb	15.62 lb	15.62 lb		
Sausage Patty, Turkey, FC, 1.025 oz, Jennie-O 613203 CK12	Jennie-O Turkey	613203	Jennie-O 613203; 160 count/case	12.81 lb	12.81 lb		
Sausage Patty, Turkey, RF, 1.5 oz, Tyson, Jimmy Dean 10000014106 CK12	Tyson Foods	10000014106	Tyson, Jimmy Dean 10000014106; 1/10 Lb	11.72 lb	11.72 lb		
Sausage, Chorizo, Turkey, Jennie-O 33038 CK12	Jennie-O Turkey	33038	Jennie-O 33038; 40 lb	15.62 lb	15.62 lb		
<b>Produce</b>							
Apples, Red Delicious, 138 Count, Fresh	Local-Produce		Apple Red Delicious; 138CT fresh	398.55 lb	398.55 lb		
Banana, Medium, Fresh	Local-Produce		Banana Fresh; 1/10 LB	45.78 lb	732.43 oz		
Banana, Petite, Fresh	Local-Produce		Small/Petite Banana Fresh; 1/10 LB	672.79 lb	672.79 lb		
Orange, 138 Count, Fresh	Local-Produce		Orange 138 count Fresh	498.59 lb	498.59 lb		
Pears, Bartlett, 110 Count, Fresh	Local-Produce		Pear Bartlett; 110 CT Fresh	492.26 lb	492.26 lb		
Strawberries, Fresh	Local-Produce		Strawberry Fresh	50.13 lb	50.13 lb		



## MenuWorks Shopping List Report

Report Run By: HAYLEY WEISE  
Run Date: 05/17/2023  
Pembroke Pines Charter Schools (11123)



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # \_\_\_\_\_

**VENDOR INFORMATION FORM**

<b>MAIN CONTACT INFORMATION</b>			
<b>Company Name (Legal Name as filed with IRS)</b>	Compass USA, Inc.		
<b>Doing Business As (DBA)</b>	Chartwells Division		
<b>Primary Business Address</b>	2400 Yorkmont Road		
	<b>City:</b>	Charlotte	
	<b>State:</b>	NC	<b>Zip:</b> 28217
	<b>Country:</b>	USA	
<b>Remit To Address</b>			
	<b>City:</b>		
	<b>State:</b>		<b>Zip:</b>
	<b>Country:</b>		
<b>Order From Address</b>			
	<b>City:</b>		
	<b>State:</b>		<b>Zip:</b>
	<b>Country:</b>		
<b>Foreign Entity (Yes/No)</b>	No		
<b>Telephone Number</b>	(704) 328-4000		
<b>Primary Company E-mail</b>			
<b>Fax</b>	(704) 295-5026		
<b>Website</b>	www.compass-usa.com		
<b>DUNS</b>	61-170-1327		
<b>Independent Contractor (Yes/No)</b>	Yes		
<b>Identification Number</b>	<b>SSN:</b>		<b>FID:</b> 56-1874931

<b>GENERAL PAYMENT TERMS</b>		
<b>Discount Percent</b> Defines the discount percentage the vendor extends to your organization.	<b>Days to Discount</b> Number of days which payment must be received to claim the discount percent.	<b>Days to Net</b> Number of days that the vendor allows before requiring net payment.

<b>CONTACT INFORMATION</b>	
<b>Contact Name (First &amp; Last Name)</b>	Amy Shaffer
<b>Description/Title/Position</b>	CEO, Chartwells K12
<b>Phone (Voice)</b>	(704) 328-4000
<b>Phone (Text)</b>	Opt In (Y/N):
<b>Fax</b>	(704) 295-5026
<b>E-mail</b>	Amy.shaffer@compass-usa.com

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Compass Group USA, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**2400 Yorkmont Road**

6 City, state, and ZIP code  
**Charlotte, NC 28217**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	6	-	1	8	7	4	9	3	1

## Part II Certification

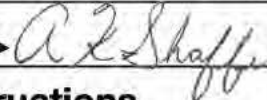
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Amy Shaffer, CEO, Chartwells K12 Date ▶ 5/2/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**COMPANY PROFILE FORM**

Please provide the following information so that the City could better get to know your company's background.

<b>MAIN CONTACT INFORMATION</b>			
<b>Company Name (Legal Name as filed with IRS)</b>	<u>Compass Group USA, Inc.</u>		
<b>Doing Business As (DBA)</b>	<u>Chartwells Division</u>		
<b>Primary Business Address</b>	<u>2400 Yorkmont Road</u>		
	<b>City:</b>	<u>Charlotte</u>	
	<b>State:</b>	<u>NC</u>	<b>Zip:</b> <u>28217</u>
	<b>Country:</b>	<u>USA</u>	

<b>Organization Background</b>	
<b>Please state the year that you company started its business</b>	<u>1994</u>
<b>Please state the year that your company started providing service under your current business name</b>	<u>1996</u>
<b>What State is your Company Registered In?</b>	<u>Delaware</u>

<b>Professional License Information</b>		
<b>License Type</b>	<b>License Number</b>	<b>Expiration</b>

*Please list any applicable professional licenses required to perform the services your company offers.*

<b>Please Provide a Summary of your Company and What Services you provide</b>



**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted through its Chartwells Division  
(name of entity submitting sworn statement) whose business address is  
2400 Yorkmont Road, Charlotte, NC 28217  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
56-1874931. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. My name is Amy Shaffer and my  
(Please print name of individual signing)  
relationship to the entity named above is CEO, Chartwells K12.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Amy Shaffer Amy Shaffer  
Bidder's Name Signature

Compass Group USA, Inc.,  
by and through its Chartwells Division  
Company

5/2/2023  
Date



## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:  
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

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3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: Compass Group USA, Inc., by and through its Chartwells Division

AUTHORIZED OFFICER NAME / SIGNATURE:

*A. J. Shaffer*



City of Pembroke Pines

## VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

### SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

 5/2/2023  
Authorized Signature

Amy Shaffer  
CEO, Chartwells K12  
Authorized Signer Name

Compass Group USA, Inc.,  
by and through its Chartwells Division  
Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Amy Shaffer, CEO, Chartwells K12, on behalf of Compass Group USA, Inc.,  
Print Name and Title by and through its Chartwells Division,  
Company Name

certify that Compass Group USA, Inc., by and through its Chartwells Division :  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Compass Group USA, Inc.,  
by and through its Chartwells Division  
Company Name

Amy Shaffer  
Print Name / Signature

CEO, Chartwells K12  
Title




City of Pembroke Pines

## E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
  - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
  - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
  
3. Contract Termination
  - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
  - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
  - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
  - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY NAME: Compass Group USA, Inc. by and through its Chartwells Division

PRINTED NAME / AUTHORIZED SIGNATURE: Amy Shaffer, CEO, Chartwells K12  5/2/2023



City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

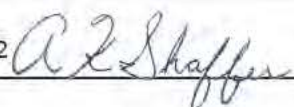
### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Compass Group USA, Inc. by and through its Chartwells Division

PRINTED NAME / AUTHORIZED SIGNATURE: Amy Shaffer, CEO, Chartwells K12  5/2/2023



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

January 11, 1996

CT CORPORATION SYSTEM

TALLAHASSEE, FL

Re: Document Number F95000000462

The Amendment to the Application of a Foreign Corporation for CANTEEN CORPORATION which changed its name to COMPASS GROUP USA, INC., a Delaware corporation authorized to transact business in Florida, was filed on January 11, 1996.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Nancy Hendricks  
Corporate Specialist  
Division of Corporation

Letter Number: 396A00001535



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

January 27, 1995

C T CORP

Qualification documents for CANTEEN CORPORATION were filed on January 27, 1995, and assigned document number F95000000462. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Michael Mays  
Corporate Specialist  
Division of Corporations

Letter Number: 195A00003607

# State of Florida



## Department of State

I certify from the records of this office that CANTEEN CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on January 27, 1995.

The document number of this corporation is F95000000462.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-seventh day of January, 1995



CR2EO22 (2-91)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



City of Pembroke Pines

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

**OR;**

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Compass Group USA, Inc., by and through its Chartwells Division

PRINTED NAME / AUTHORIZED SIGNATURE: Amy Shaffer,  
CEO, Chartwells K12



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 20.**

**File ID:** 23-0448

**Type:** Board Recommendation

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/12/2023

**Short Title:** Award of ED-23-01 - Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs

**Final Action:** 06/21/2023

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # ED-23-01 "FOOD SERVICE MANAGEMENT COMPANY (FSMC) - CHARTER SCHOOL (NSLP) & EDC PROGRAMS" TO COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION, FOR AN INITIAL ONE-YEAR PERIOD BEGINNING ON JULY 1, 2023.

**\*Agenda Date:** 06/21/2023

**Agenda Number:** 20.

### Internal Notes:

**Attachments:** 1. Compass Group USA - ED-23-01 Food Service Management (VE), 2. Exhibit A - RFP # ED-23-01 FSMC for Charter Schools and EDC Programs, 3. Exhibit B - Chartwells - Bid Submittal, 4. 06-05-23 Meeting Minutes, 5. Summary Rankings and Score Sheets, 6. ED-23-01 Bid Tabulation

1 City Commission 06/21/2023 approve Pass

**Action Text:** A motion was made by Commissioner Castillo, seconded by Vice Mayor Siple, to approve the Consent Agenda. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

### PROCUREMENT PROCESS TAKEN:

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.15 defines a Request for Proposals as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal**

***instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."***

***- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."***

***- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."***

***- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."***

***- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."***

***- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***

***- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."***

***- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."***

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On March 1, 2023, the City Commission authorized the advertisement of RFP # ED-23-01 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs", which was advertised on April 27, 2023.
2. The purpose of this solicitation was to seek proposals from qualified firms to provide National School Lunch, School Breakfast, and/or Summer Food Service Programs guaranteed fixed price meal services for the Pembroke Pines Charter School System and Early Development Centers.
3. On May 23, 2022, the City opened three (3) proposals from the following vendors (listed in order from lowest to highest price based on the total unit price submitted for the Fixed Price Per Meal Equivalent, without estimated annual quantities):

**Agenda Request Form Continued (23-0448)**

<b>Description</b>	<b>Chartwells Alternate Response</b>	<b>Chartwells Primary Response</b>	<b>SLA Management Primary Response</b>
Charter Schools	\$3.95	\$4.10	\$3.90
EDC - Regular Lunch	\$3.16	\$3.16	\$3.90
EDC - Camp Lunch	\$3.47	\$3.47	\$3.90
<b>Total</b>	<b>\$10.58</b>	<b>\$10.73</b>	<b>\$11.70</b>

Below is a summary of the estimated total annual cost based on the proposed Fixed Price Per Meal Equivalents submitted by the vendors and based on the estimated annual quantity of meal equivalents used in the bid package, which were based on the actual meal equivalents from the Charter School's 2022-23 FY (July 2022 through January 2023, annualized for the remainder of the FY). However, please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc.

<b>Description</b>	<b>Est. Annual Qty. of Meal Equivalents</b>	<b>Chartwells Alternate Response</b>	<b>Chartwells Primary Response</b>	<b>SLA Management Primary Response</b>
Charter Schools	807,426.82	\$3,189,335.94	\$3,310,449.96	\$3,148,964.60
EDC - Regular Lunch	18,710.00	\$59,123.60	\$59,123.60	\$72,969.00
EDC - Camp Lunch	849.00	\$2,946.03	\$2,946.03	\$3,311.10
<b>Total</b>	<b>826,985.82</b>	<b>\$3,251,405.57</b>	<b>\$3,372,519.59</b>	<b>\$3,225,244.70</b>

4. Section 1.3.22 "Florida Minimum Wage" on page 41-42 of the bid package explained that Florida Minimum Wage will increase by \$1 each year through September 30, 2026, where it will be \$15 per hour, in addition it states that, "[...]it is recommended for the proposers to utilize hourly wages that are at least \$15 per hour for the positions proposed under the contract resulting from this solicitation."

Furthermore, section 1.3.14.9 on page 28-29 of the bid package states "The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the **Consumer Price Index for Urban Consumers - Food Away From Home annualized rate for December** of the current school year.

Individual per meal fixed rate and applicable fixed fee increases cannot exceed the CPI Index as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte conversion (per meal equivalency) is outlined in the **Fees** section of this document, which is adjusted annually.

In addition, section 1.3.19.3 on page 39 of the bid package states "Food service program to be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that Pembroke Pines will have no out of pocket costs."

5. Compass Group, USA, Inc. by and through its Chartwells Division ("Chartwells") submitted

Agenda Request Form Continued (23-0448)

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their primary response with a price of \$4.10 for the Charter School's Fixed Price Per Meal Equivalent.

In addition, in Chartwells' response, they also listed an alternate price of \$3.95 for the Charter School's Fixed Price Per Meal Equivalent, stating that "[...] Moving forward with our partnership and the understanding from page 42 of the RFP, it is your recommendation that all FSMCs utilize a minimum starting rate of \$15.00/hour, the [\$4.10], is solely attributed to the RFP recommended wage adjustment. Per section 1.3.3.19 of the RFP, Chartwells is open to further negotiations. In the event that the City of Pembroke Pines Charter would like to keep the rate down for the upcoming school year, we are happy to look at a starting rate of \$13.00/hr., which would lower the proposed FCPM to \$3.95."

6. On June 5, 2023, the City convened an evaluation committee to have a question and answer session with the vendors and to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

- Per Meal Charge (25 points)
- Experience and Ability (10 points)
- Previous Experience / References Form (10 points)
- Firm's Understanding and Approach to the Work (10 points)
- Marketing Strategy (5 points)
- Narrative on Compliance with Federal Regulations (10 points)
- Advisory Board (5 points)
- Emergency Plan (7.5 points)
- Menus and Food Specifications (15 points)
- Veteran Owned Small Business (VOSB) Preference\* (2.5 points)

7. At the June 5, 2023 meeting, the evaluation committee discussed the vendor's responses to the questions regarding if their proposed pricing at the commencement of the agreement would include paying staff the State of Florida's future minimum wage of \$15 per hour. The Committee discussed and by consensus agreed to use Chartwells' alternate option of \$3.95 for the Charter School's Fixed Price Per Meal Equivalent utilizing a staff wage starting at \$13.00 per hour, so that both firms are being compared equally as SLA Management stated that while they use competitive rates for staffing, they did not take into account utilizing a starting staff wage of \$15 per hour.

In addition, the evaluation committee ranked the vendors as shown below:

<b>Rank</b>	<b>Vendor Name</b>
1	Chartwells
2	SLA Management

8. Based on the scoring results, the evaluation committee approved a motion to recommend the City Commission to award RFP # ED-23-01 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs" to the first ranked vendor, Chartwells.

Agenda Request Form Continued (23-0448)

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9. Chartwells has completed the Equal Benefits Certification Form has stated that the "Contractor currently complies with the requirements of this section."

10. The agreement is for an initial one-year period which would commence on July 1, 2023 through June 30, 2024 with four (4) additional one-year options to renew upon mutual consent of the parties.

11. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFP # ED-23-01 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs" Compass Group USA, Inc. by and through its Chartwells Division, for an initial one-year period beginning on July 1, 2023, for a Fixed Price Per Meal Equivalent of \$3.95 for Charter Schools, \$3.16 for EDC Regular Lunch, and \$3.47 for EDC Camp Lunch.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** The total estimated annual cost of is \$2,720,529.70, based on the actual meal equivalents from the Charter School's 2022-23 FY and the estimated meal equivalents for the EDCs. However, please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc. Pursuant to Section 1.3.19.3 of the RFP, the Food service program shall be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that the City of Pembroke Pines will have no out of pocket costs. Note - The Charter School's Administrative Support Office originally utilized an estimate of 807,426.82 estimated annual quantity of meal equivalents for the Charter Schools based on the Charter School's 2022-23 FY (July 2022 through January 2023, annualized for the remainder of the FY). However, now at the end of the Charter School's 2022-23 FY, they have the actual annual quantity of meal equivalents of 755,376.91 for the Charter Schools which would equate to an annual estimated cost of \$2,983,738.79 for the Charter Schools. Including the EDC regular lunch (\$59,123.60) and camp lunch (\$2,946.03), and the estimated credit of \$325,278.72 for food commodity entitlements, the estimated annual cost for the for the Charter Schools and EDCs is approximately \$2,720,529.70.

**b) Amount budgeted for this item in Account No:** The appropriate amounts will be included in the 2023-24 Proposed Pembroke Pines Charter School Budget in the following accounts:

170-569-5051-531310-7600-310-0000-00550  
 170-569-5051-531310-7600-310-0000-00551  
 170-569-5051-531310-7600-310-0000-00552  
 171-569-5052-531310-7600-310-0000-00553  
 171-569-5052-531310-7600-310-0000-00554  
 172-569-5053-531310-7600-310-0000-  
 173-569-5061-531310-7600-310-0000-

Funds are budgeted in the following for the City's Early Development Program:

001-569-5002-552701-0000-000-0000-00208  
 001-569-5002-552701-0000-000-0000-00209

**Agenda Request Form Continued (23-0448)**

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**c) Source of funding for difference, if not fully budgeted:** If an increase in food service participation occurs, a budget amendment increasing revenues and expenditures will be processed.

**d) 5 year projection of the operational cost of the project:** In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. The Charter Schools anticipates approximately \$3,358,948 in revenues for the next fiscal year, and expenditures in the amount of \$3,200,251 which is inclusive of the estimated cost of the Chartwells contract along with other operational cost to run food service. The net result is a proposed profit of \$158,697 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The agreement is for an initial one-year period, commencing on July 1, 2023, with four additional one-year renewal terms. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers - Food Away From Home annualized rate for December of the current school year. In addition, pursuant to Section 1.3.19.3 of the RFP, the Food service program shall be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that the City of Pembroke Pines will have no out of pocket costs.

In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The City anticipate \$68,668 in revenues for the first year of the contract, and expenditures in the amount of \$62,069 for the estimated cost of the Chartwells contract. The profit of \$6,599 is used to offset other operating expenses, such as snacks for students/campers.

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**ARTICLE 8**  
**INSURANCE**

8.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines , nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY’s Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company. The CITY in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency. Copies of the CONTRACTOR’s policies shall be provided to the CITY upon request.

8.4 Certificates of Insurance shall provide for thirty (30) calendar days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days’ notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓  8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage shall include food contamination and food borne illness. Coverage must be written on an occurrence basis, with limits of liability no less than:

- 1. Each Occurrence Limit - \$1,000,000

- 2. Fire Damage Limit (Damage to rented premises) - \$1,000,000
- 3. Personal & Advertising Injury Limit - \$1,000,000
- 4. General Aggregate Limit - \$2,000,000
- 5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 1. Workers' Compensation: Coverage A – Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

8.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

- 8.6.6 Environmental/Pollution Liability shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

Yes No

- 8.6.7 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

Yes No

- 8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 8.6.9 Commercial Property Insurance written on a Covered Cause of Loss-Special Form covering CITY property to be used and maintained by CONTRACTOR as part of this Agreement. The City shall be named as loss payee as respects CITY property. CONTRACTOR shall also maintain coverage for Food Spoilage and Contamination.

Yes No

- 8.6.10 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

## 8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
  - 8.7.2 Waiver of all Rights of Subrogation against the CITY.
  - 8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
  - 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
  - 8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
  - 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.
- 8.8 The CONTRACTOR shall advise CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.
- 8.9 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 8.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 8.11 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.
- The City of Pembroke Pines is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.