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Indiana Department of Education

Glenda Ritz, NBCT
Indiana Superintendent of Public Instruction

School and Community Nutrition Programs
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
www.doe.in.gov/food

Food Service Management Company (FSMC)
Request for Proposals (RFP)

Sponsor Name: _____

Sponsor/Corp. Number: _____

(Your Sponsor name is your School Corporation or RCCI name and your Sponsor number is the number you use as your login for CNPweb, it may start with a K if you are a private, non-profit)

Proposed Contract Term: _____ to _____

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (866) 632-9992 (Voice).Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Any School Food Authority (SFA) selecting to use a FSMC must prepare a RFP utilizing this document which may not be re-typed or changed in any way. Addendums to renewal years are only permitted utilizing the Indiana Department of Education, School and Community Nutrition Division Addendum.

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for

_____

herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The final contract will be between the FSMC and SFA.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR § 3016. **The SFA shall choose one of the following options**.

☐ This contract will be a **Fixed-Price Contract** wherein the FSMC will be paid a set price per meal served and FSMC will be responsible for the costs incurred to operate the SFA' s food service program.

In a Fixed Price Contract, the SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the Indiana Department of Education (IDOE), and on United States Department of Agriculture (USDA) commodity prices pertinent to the time period, and shall include both the basic commodities allocation as well as any bonus commodities. These must be calculated in the per meal cost that is included in the bidder's proposal.

☐ This contract will be a **Cost-Reimbursable Contract** wherein the FSMC will be paid on the basis of the direct cost (food, labor and supplies) incurred plus a fixed fee (administrative and management fees). All program expenses not otherwise defined in the contract will be assumed by the FSMC under the Administrative Fee. Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.

In a Cost Reimbursable Contract, the value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.

C. Pre-Bid Meeting

☐ A Pre-Bid Meeting will be held (see details below).

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on

_____ at _____

Location: _____

Attendance is Required

☐ A Pre-Bid Meeting will not be held.

D. Bid Submission and Award

1. Proposals are to be submitted to:

   _____

   _____

   _____

   Public opening of proposals will be at _____ on _____ . Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Company Bid.

2. In accordance with Title 7 CFR § 3016.60(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences.

3. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.

5. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.

6. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.

7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred prior to approval of the Indiana Department of Education (IDOE) and the execution of the contract. Paying the FSMC from Child Nutrition (CN) Program funds is prohibited until the contract is signed by both parties and final approval is provided by IDOE.

8. If additional information is required, please contact: _____ at _____.

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. The SFA must select one of the following scoring methods and complete the award criteria table with the value assigned to each:

☐ One Step Scoring Method: The award criteria and the relative value assigned to each must be specified below and "Cost" must be the primary factor (assigned the greatest number of points compared to other factors). The SFA may select the award criteria but some examples are listed below. Once the technical and cost components have been evaluated and ranked, the SFA may negotiate both components with any bidder receiving an average of _____ % or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Evaluation Criteria	Scoring Weight
Cost	
Service Capability	
Financial Conditions/Stability, Business Practices	
Accounting and Reporting Systems	
Personnel Management	
Experience and References	
Promotion of the School Food Service Program	
Involvement of Students, Staff and Patrons	
Total points possible:	**100**

☐ Two Step Scoring Method: Technical proposals are evaluated and ranked using the award criteria below and the value assigned to each before cost is considered. The SFA may negotiate with any bidder receiving an average of _____ % or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements). At the conclusion of the negotiation the SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Evaluation Criteria	Scoring Weight
Service Capability	
Financial Conditions/Stability, Business Practices	
Accounting and Reporting Systems	
Personnel Management	
Experience and References	
Promotion of the School Food Service Program	
Involvement of Students, Staff and Patrons	
Total points possible:	**100**

F. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to §3016.36(b) (12), SFAs must in all instances disclose all information regarding a protest to IDOE.

G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, its attachments, and addenda.

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on _____ and ending _____ , with up to four one-year renewals with mutual agreement between the SFA and the FSMC. This contract cannot be effective prior to the date of final approval by IDOE and signatures of both parties.

J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

K. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

L. Final Contract

The complete contract will include all documents included by the SFA in the RFP and the proposal submitted by the FSMC.

M. Gifts from FSMC

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

N. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

O. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
- **Miscellaneous Expenses:** paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and other expenses as contractually obligated herein.

Q. Additional Information

The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. An exclusive listing of changes that are material regarding the many procurement actions undertaken in child nutrition programs cannot be provided. SFA should consult with legal counsel in making those determinations. However, IDOE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

RFP/Contract Additional Provisions

Additional requests made by the SFA are to be included on this page. The RFP and any additional RFP/contract provisions must be reviewed and approved by the State Agency prior to posting and advertising

Type your additional information here (if needed).

Standard Terms and Conditions

1. Scope and Purpose

A. The FSMC shall operate in conformance with the SFA's Agreement with IDOE.

B. The SFA currently operates the programs indicated below with a checkmark. The FSMC, as an independent contractor, shall have the exclusive right to operate the National School Lunch Program (NSLP), which includes all of the following checked programs:

- ☐ National School Lunch Program (NSLP)
- ☐ Provision 1, 2 or 3
- ☐ Child and Adult Care Food Program (CACFP)
- ☐ Seamless Summer Option (SSO)
- ☐ A la Carte
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☐ School Breakfast Program (SBP)
- ☐ Summer Food Service Program (SFSP)
- ☐ Afterschool Snack Program (ASSP)
- ☐ Special Milk Program (SMP)
- ☐ Vending Machines (FSMC manages SFA's vending machines)

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to expand the Federal Child Nutrition program to provide the availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from the State Agency.

C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.

E. The FSMC shall comply with the rules, regulations, policies, and instructions of IDOE and USDA, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, 3016, 3017, 3018, and 3019; and Title 7 CFR § 225 (SFSP), if applicable, and 7 CFR Part 226 (CACFP), as applicable, and any additions or amendments thereto.

F. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return (a minimum amount of funds guaranteed to the SFA by the FSMC at the end of the school year food service operations) shall remain in the SFA's food service account. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR §210.9(b)(2).

G. As required under 7 CFR § 210.16(c) and 7 CFR § 3016.36(f) and 3019.44(c), the SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract.

H. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of IDOE and the United States Department of Agriculture (USDA) regarding each of the CN Programs covered by this contract.

I. The SFA shall retain control of the CN Program's food service account and overall financial responsibility for the CN Programs.

J. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) These prices shall not be established by the FSMC.

K. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's overhead and administrative expenses if applicable to providing such service. The total price will not exceed the actual cost plus _____%. (The percent profit should not exceed 10%). USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries.

L. Any Guaranteed Return proposed by the FSMC must be fully described in the methodology including the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years.

M. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state policies, or federal program regulations.

N. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Wellness Policy including the nutrition guidelines as required.

O. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a Medical Statement with the required information. There will be no additional charge to the student for such substitutions.

P. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. The payment of interest and late fees from the school food service account funds is prohibited. Under 7 CFR § 210.21(f)(iv), the FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment. Detailed cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency (SA). Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

Q. The SFA is responsible for all contractual agreements entered into in connection with the CN Programs.

R. This contract shall be construed under the laws of the State of Indiana. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Indiana.

S. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.

T. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

U. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

V. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

W. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

X. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

Y. The contract must be reviewed and approved by IDOE prior to execution.

2. <u>Signature Authority</u>

A. The SFA shall retain signature authority for the agreement with IDOE to participate in the CN Programs, including but not limited to the CN Annual Financial Report, the Verification Summary Report, and the on-line submission of the sponsor application/site information and other reports, and requests to IDOE to amend the application.

B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CNPWeb.

C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

3. <u>Free and Reduced Price Meals Policy</u>

A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster.

B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN Programs and approved by IDOE, as required under Title 7 CFR § 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under Title 7 CFR § 245.8.

C. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced price meals and/or free milk.

D. The SFA shall be responsible for obtaining the Direct Certification List, as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced price meals and/or free milk from parent/guardian.

E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR § 210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status.

F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.

G. The SFA shall be responsible for verifying household applications for free and reduced price meals and follow-up activities as required by federal regulations.

4. <u>USDA Donated Foods</u>

A. The SFA shall retain title to all USDA donated foods.

B. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.

C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.

D. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

E. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.

F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

G. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.

H. The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing pertinent to the time period. This information is available from the Indiana Department of Education, School and Community Nutrition Division.

I. The FSMC shall perform the following activities in accordance with §250.50(d): (check all that apply)

- ☐ Preparing and serving meals using donated foods
- ☐ Ordering or selection of donated foods (in coordination with the SFA)
- ☐ Storage and inventory management of donated foods
- ☐ Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA

5. <u>Crediting For and Use of Donated Foods</u>

A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).

B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:

a. procure processed end products on behalf of the SFA, or
b. act as an intermediary in passing donated food value in processed end products on to the SFA.

C. The SFA must determine the method by which crediting of USDA Foods and any rebates will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on **no less than a monthly basis**. SFA must check an option below:

☐ Fixed-price contract: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service.

☐ Cost-reimbursable contract: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of donated commodities based on the market value of all USDA-donated commodities received for use in SFA's food service.

D. The FSMC must use the most recent November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.

E. Following 7 CFR § 210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

6. Inventory, Storage and Record Retention of USDA Donated Foods

A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products and, at the SFA's discretion, return other unused USDA foods.

B. The FSMC will comply with the storage and inventory requirements for donated foods, in accordance with §250.14 and §250.52.

C. The SFA, the State Auditor, IDOE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with § 250.45(b)

E. The SFA must maintain the following records relating to the use of donated foods:

a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
b. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
c. The actual donated food values used in crediting.

F. The FSMC must maintain the following records relating to the use of donated foods:

a. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
b. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
c. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.

G. The SFA must ensure that the FSMC is in compliance with the requirements of the inventory, storage and record retention of USDA Donated Foods through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, or 226, as applicable.

H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.

7. Renewal Assumptions

A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

a. The SFA reserves the right to expand the Federal Child Nutrition programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from the IDOE SCN.

b. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

   The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

c. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.

d. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the contract year will continue to be available.

e. The government reimbursement rates in effect shall remain materially consistent throughout the year.

f. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.

g. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premise shall remain materially consistent throughout the contract term and any subsequent contract renewal years.

h. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.

i. The projected number of full feeding days is: _____ and shall remain materially consistent in renewal years.

j. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.

B. Contract Cost Increase: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index (CPI) for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. This is applicable to both the Administrative and Management Fees in both Cost Reimbursable and Fixed Price contracts. The addition of new line items to the budget is not allowable in renewal years. The SFA and FSMC risk a lapse in contract if IDOE timelines are not adhered to.

C. All contract renewals shall be for a period of one year upon mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by IDOE and signed by both parties. Failure to have renewal contracts fully executed prior to the end of the prior contract end date will lapse this contract, requiring the SFA to re-bid the contract.

D. Renewal year contracts are contingent upon fulfillment of all contract provisions.

8. Health Certifications

A. The SFA shall maintain all applicable health certifications on it facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the durations of the contract as required under Title 7 CFR § 210.16(c).

C. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.

D. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.

E. The SFA will ensure the immediate correction of any problems found as a result of a health inspection. Corrections will be made by either SFA or FSMC as determined by the SFA.

9. Meals

A. The FSMC shall serve meals on such days and at such times as requested by the SFA.

B. The SFA shall retain control of the quality, extent, and general nature of the food service.

C. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN Programs.

D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.

E. The FSMC shall provide meals in the CN Programs that meet the requirements as established in 7 CFR 210, including but not limited to 7 CFR § 210.10.

F. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1 of the Standard Terms and Conditions, letter B.

G. The FSMC shall promote maximum participation in the CN Programs.

H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

10. Books, Records and Reports

A. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities , and shall submit monthly operating statements in a format approved by the SFA no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement.

B. The FSMC shall maintain records **at the SFA** to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept **at the SFA** in an orderly fashion according to expense categories.

C. The FSMC shall provide the SFA with a year-end statement.

D. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories.

E. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.

F. Books and records of the FSMC pertaining to the CN Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.

G. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR § 210.9[b][17], 7 CFR § 3016.36[i][10] and 7 CFR § 3019.49[d].)

H. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.

I. The SFA is responsible for ensuring resolution of program review and audit findings.

11. <u>Employees</u>

A. The SFA reserves the right to interview and approve the on-site food service manager/director.

B. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC.

☐ Employees will be retained by the SFA
☐ Employees will be retained by the FSMC
☐ Employees will be retained by both the SFA and FSMC
☐ Employees will not be retained

C. If the SFA wants its employees to be retained by the FSMC or by both the SFA and FSMC, the Labor worksheet, labeled Attachment 2, shall be submitted in accordance with Section 11B, noting which employees will be retained by the SFA and the FSMC. The total amount shall be included in the Projected Operating Cost line item worksheet's total, labeled Attachment 4.

D. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

E. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.

F. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff.

Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

G. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.

H. Staffing patterns, except for the site manager, shall be mutually agreed upon.

I. The FSMC shall not hire employees in excess of the number required for efficient operation.

J. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.

K. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.

L. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.

M. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.

N. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.

O. The FSMC shall provide proof that each prospective employee working with children has had an Expanded Criminal History Background Check and Federal Criminal History Record Check before employment or not later than three months after the individual's employment. (I.C. 20-26-5-10; I.C. 20-26-5-11; I.C. 10-13-3-36.)

12. <u>Monitoring</u>

A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR §210.16. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR §210.8.

B. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the State Board of Accounts (SBOA), USDA, IDOE, and the SFA upon request for the purpose of auditing, examination, and review.

13. <u>Use of Advisory Group/Menus</u>

The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

14. <u>Cycle Menu</u>

The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in Section 1 of the Standard Terms and Conditions, letter B, of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Any changes made by the FSMC after the first 21-day cycle must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service.

15. <u>Use of Facilities, Inventory, Equipment & Storage</u>

A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.

B. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CN Programs.

C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.

D. The FSMC shall maintain the inventory silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.

E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.

F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with IDOE.

G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.

H. The SFA shall provide the FSMC with local telephone service.

I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.

J. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.

K. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

L. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

M. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.

N. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

O. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

P. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.

Q. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

16. <u>Purchases</u>

A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:

☐ The SFA will do all purchasing for the non-profit school food service.

☐ For a cost-reimbursable contract: The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (if the FSMC bills the SFA for supplies as purchased, rather than as used).

☐ For a cost-reimbursable contract: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.

☐ For a fixed-price contract: The FSMC will buy the beginning inventory exclusive of commodities, from the SFA (not applicable in a cost reimbursable contract since the FSMC should only be charging for new purchases).

B. The contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

C. Under 7 CFR § 210.21(f), for cost reimbursable contracts:

a. Allowable costs will be paid from the SFA's nonprofit food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.

b. The contractor must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.

c. The contractor must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified. **(An example of the invoice/bill must be included with the proposal.)**

d. The contractor must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.

e. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request for the SFA, IDOE, or USDA.

f. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

D. Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

17. <u>Invoices</u>

A. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses.

B. IDOE may randomly request SFAs to submit copies of invoices for compliance with the above items.

C. The payment of interest and late fees from the school service account funds is prohibited.

18. <u>Buy American</u>

A. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d).

B. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.

D. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

19. <u>Sanitation</u>

A. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.

B. The SFA shall remove all garbage and trash from the designated areas.

C. The FSMC shall clean the kitchen and dining room areas as indicated in the Division of Responsibilities Section.

D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

E. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

20. <u>Licenses, Fees and Taxes</u>

A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

C. The FSMC shall comply with all SFA building rules and regulations.

21. <u>Non-Discrimination</u>

Both the SFA and the FSMC agree that no child who participates in any of the CN Programs will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

22. <u>Emergency Closing</u>

A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.

B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

23. <u>Term and Termination</u>

A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.

B. Neither the FSMC nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

24. <u>Nonperformance by the FSMC</u>

A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

B. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

25. <u>Certifications</u>

A. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

B. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.

C. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

D. The FSMC shall sign the Certification of Independent Price Determination, Appendix A, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.

E. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix B, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded. (Reference 7 CFR §3017.) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.

F. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Appendix C, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.

G. The FSMC shall sign the Lobbying Certification, Appendix D, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Appendix E.

26. Insurance

A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Indiana. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted upon award of a contract.

B. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be $1,000,000 per incident/per person.

a. General Liability- _____

b. Workman's Compensation- _____

c. Vehicle Insurance- _____

C. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.

D. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

E. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

27. SFSP and/or SSO (See letter B under Section 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

A. The FSMC shall offer free meals to all eligible children participating in the SFSP and/or the SSO. A flat price per meal cost must be submitted as part of this RFP for the SFSP. The FSMC will operate the SFSP and/or the SSO including the preparation, record keeping, and delivery of meals. The SFA shall be responsible for determining eligibility for all SFSP and/or the SSO sites. The SFA as a SFSP and/or the SSO sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.

B. The SFSP and/or SSO will operate from _____ to _____.

29. Trade Secrets and Proprietary Information

A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination

of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall unrestricted rights.

Division of Responsibilities for Food Service Program

COSTS: Check the box for those that will be the responsibility of the FSMC and those costs that will be the responsibility of the SFA.	**FSMC**	**SFA**	**N/A**
Food Cost (food, condiments, beverages)			
Food Purchasing	☐	☐	☐
Processing of Invoices	☐	☐	☐
Payment of Invoices	☐	☐	☐
Donated Food Inventory Control	☐	☐	☐
Storage/Delivery Charges of Donated Foods	☐	☐	☐
Delivery of Donated Foods between school buildings	☐	☐	☐
Labor Cost			
Payment of Managers, and/or Supervisors	☐	☐	☐
Payment of Hourly Wage Employees	☐	☐	☐
Payroll Taxes of all Employees	☐	☐	☐
Preparation of all Employee Payroll	☐	☐	☐
Processing of all Employee Payroll	☐	☐	☐
FICA	☐	☐	☐
Retirement for Contractor's employees	☐	☐	☐
Unemployment Insurance for Contractor's employees	☐	☐	☐
Workers' Compensation for Contractor's employees	☐	☐	☐
Health Insurance for Contractor's employees	☐	☐	☐
Life Insurance and Disability for Contractor's employees	☐	☐	☐
Holidays for Contractor's employees	☐	☐	☐
Labor Charges for Supervision of Outside Groups using Facilities	☐	☐	☐
Student Labor (IF Any)	☐	☐	☐
Other Purchased Services			
Telephone, local service	☐	☐	☐
Telephone, long distance	☐	☐	☐
Utilities (heat, power, water)	☐	☐	☐
Extermination	☐	☐	☐
Laundry	☐	☐	☐
Removal of Trash and Garbage from Kitchen	☐	☐	☐
Removal of Trash and Garbage from Premises	☐	☐	☐
Other	☐	☐	☐
Supplies			
Disposable Service ware	☐	☐	☐
Cleaning Supplies	☐	☐	☐
Paper Supplies	☐	☐	☐
Uniforms	☐	☐	☐
Menu Paper	☐	☐	☐
Menu Printing	☐	☐	☐
Promotional Materials	☐	☐	☐
Nutrition Education and Materials	☐	☐	☐
Office Supplies	☐	☐	☐
Postage	☐	☐	☐
Equipment and Facilities			
Replacement of Capital/Major Equipment	☐	☐	☐
Replacement of Expendable/Minor Equipment	☐	☐	☐
Repair of Equipment (Normal wear and tear)	☐	☐	☐
Routine Cleaning of Cafeteria Walls and Floors	☐	☐	☐
Routine Cleaning of Kitchen Walls and Floors	☐	☐	☐
Periodic Waxing and Buffing of Floors	☐	☐	☐
Sanitation and Proper Use of Equipment	☐	☐	☐
Daily Cleaning of Cafeteria Tables and Chairs	☐	☐	☐
Capital Improvement			
Building Structural Changes	☐	☐	☐
Painting	☐	☐	☐

Other			
NSLP Application Agreement Forms	☐	☐	☐
NSLP Free/Reduced Application Distribution	☐	☐	☐
NSLP Free/Reduced Application Approval	☐	☐	☐
NSLP Free/Reduced Application Verification	☐	☐	☐
Records Supporting Reimbursement Claims	☐	☐	☐
Claims for Federal & State Reimbursement	☐	☐	☐
Point-of-Sale Accountability	☐	☐	☐
Receipt of Federal & State Reimbursement	☐	☐	☐
Pricing of NSLP Meals	☐	☐	☐
Collection and deposit of Daily Cash Receipts	☐	☐	☐
Menu Development	☐	☐	☐
Menu Distribution	☐	☐	☐
Pricing of A la Carte Offerings	☐	☐	☐
Inter-LEA Deliver to Satellite Areas	☐	☐	☐
Vehicle Lease of Purchase	☐	☐	☐
Vehicle Maintenance	☐	☐	☐
Vehicle Fuel and Oil	☐	☐	☐
Vehicle Taxes	☐	☐	☐
Vehicle Insurance	☐	☐	☐
Vehicle Licenses	☐	☐	☐
Vehicle Registration	☐	☐	☐
Depreciation	☐	☐	☐
Audit fees	☐	☐	☐
Licenses/Permits	☐	☐	☐
Promotions	☐	☐	☐
Mileage	☐	☐	☐
Employee Physicals	☐	☐	☐
Sales Tax	☐	☐	☐
Performance Bond (if applicable)	☐	☐	☐
Liability Insurance	☐	☐	☐
Miscellaneous	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

Sample Minimum Food Specifications

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of USDA.

Dairy Products

All dairy products must be Government Inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be pasteurized Grade A. Flavored milk must be fat-free and unflavored milk may be low-fat or fat-free.

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

Appendix A

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

_____	_____
Name of Food Service Management Company	Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

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

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____	_____	_____
Signature of FSMC's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

_____	_____	_____
Signature of SFA's Authorized Representative	Title	Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Appendix B

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) 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.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name PR/Award Number or Project Name

_____

Names(s) and Title(s) of Authorized Representative(s) of the FSMC

_____ _____

Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix C

Clean Air and Water Certificate

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

_____ _____

Name of Food Service Management Company Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

E. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

_____ _____ _____

Signature of FSMC's Authorized Representative Title Date

_____ _____ _____

Signature of SFA's Authorized Representative Title Date

Appendix D

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

_____

_____

_____

Name/Address of Organization (FSMC)

_____

Name/Title of Submitting Official

_____ _____

Signature **Date**

Appendix E

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes_____ (Number _____)	No _____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

Appendix E (cont)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____
Page _____ of _____

Appendix E (cont)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.