

# Food Service Management Company Fixed Price Prototype Contract Utah State Board of Education

In accordance with 7 CFR 210.16, any changes made by the SFA or a FSMC to this prototype contract must be reviewed by the Utah State Board of Education (USBE) before the contract is executed. To comply with this requirement, the SFA must complete the necessary sections of this prototype contract. Then the SFA must submit the completed prototype contract to USBE for review. After USBE reviews the submitted prototype contract, the SFA may release the contract for soliciting proposals.

Important: In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate USBE required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

The SFA must submit all procurement documents as specified in General Information Part D of this contract to USBE for review prior to executing the contract.

7 CFR 210.19 requires USBE to annually review each contract between any SFA and selected FSMC to ensure compliance with program regulations. Since this prototype contract is required for fixed price contracts, the review may be limited to amendments made to the contract. Regulations require USBE's review of each contract amendment before execution.

Contracts between the SFA and selected FSMC shall be for a duration of no longer than one year and options for yearly renewal not to exceed four additional years.

USBE is not a party to any contractual relationship between the SFA and a FSMC. USBE is not obligated, liable, or responsible for any action or inaction taken by the SFA or selected FSMC based on this prototype contract. USBE's review of the contract is limited to assuring compliance with federal and state procurement requirements. The USBE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

For purposes of this RFP, the following definitions, which are consistent with the federal Child Nutrition Programs' regulations, apply:

**Applicable credits** shall have the meaning established in 2 CFR 200.406.

**Awarded Contract** is the agreement between the SFA and selected FSMC that submitted a winning proposal in response to the SFA's RFP. (RFP and awarded contract must be reviewed by USBE prior to execution.) The awarded contract allows selected FSMC to provide the SFA with the services outlined in the RFP.

**Fixed price contract** means a firm-fixed-price that provides for payment of a fixed price that is not subject to any adjustment on the basis of a FSMC's cost experience in performing the contract.

**Fixed price** means an agreed upon amount that is fixed at the start of the contract.

**Contractor** means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with a SFA.

**Nonprofit school food service account** means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

**Offeror** is a commercial FSMC that submits a proposal in response to this RFP.

**Selected FSMC** is an offeror that submitted the successful proposal to this RFP and is awarded a contract as a result of this RFP.

**“RFP” or “Request for Proposal”** means a group of documents provided by SFA to offeror that explain the products and services required and how to respond to the request. This group of documents include:

1. Requirements as described in the RFP
2. Terms and conditions as outlined in this RFP
3. Pricing (paper and electronic copies)
4. Any and all Addenda or special written provisions specified by SFA after the issuance of this RFP
5. Offeror’s Certifications, which must be completed, signed by an authorized representative of offeror, and other required information
6. Additional required documents
7. Addenda or other terms and conditions added to this RFP by offerors will not be considered a part of the awarded contract

## Table of Contents

Food Service Management Company Fixed Price Prototype Contract Utah State Board of Education.....	1
Table of Contents .....	3
General Information.....	5
Standard Terms and Conditions.....	7
I. Scope and Purpose.....	7
II. Designation of Program Expenses to be completed by SFA .....	10
III. Signature Authority .....	12
IV. Free and Reduced Price Meals Policy .....	12
V. USDA Foods.....	12
VII. Meals .....	14
VIII. Books and Records .....	14
IX. Employees.....	15
X. Monitoring .....	16
XI. Use of Advisory Group/Menus.....	16
XII. Use of Facilities, Inventory, Equipment, and Storage .....	16
XIII. Purchases.....	17
XIV. Sanitation.....	18
XV. Licenses, Fees, and Taxes.....	18
XVI. Nondiscrimination .....	19
XVII. Emergency Closing .....	19
XVIII. Terms and Termination .....	19
XIX. Nonperformance by FSMC.....	19
XX. Certification.....	20
XXI. Miscellaneous.....	21
XXII. Insurance.....	21
XXIII. Optional Requirements to Be Included (To be completed by the SFA) .....	22
XXIV. Trade Secrets and Proprietary Information .....	23
XXV. Summer Food Service Program (SFSP) – .....	24
<del>XXVI. Child and Adult Care Food Program (CACFP) – N/A .....</del>	<del>25</del>
PROJECTED OPERATIONS – REVENUE.....	26
PROJECTED OPERATIONS - REVENUE, PAGE 2 .....	28
PROJECTED OPERATIONS - REVENUE, PAGE 3 .....	29
PROJECTED OPERATIONS – EXPENDITURES, SFSP .....	30
AGREEMENT PAGE.....	31
LIST OF CONTRACT ATTACHMENTS.....	32
ATTACHMENT A: LABOR WORK SHEET - SFA.....	33
ATTACHMENT B: LABOR WORK SHEET - FSMC.....	35
ATTACHMENT C: FRINGE BENEFIT COST WORK SHEET - SFA.....	36
ATTACHMENT D: FRINGE BENEFIT COST WORK SHEET - FSMC.....	37
ATTACHMENT E: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP) ...	38
ATTACHMENT F: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)....	39
ATTACHMENT G: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)...	40
ATTACHMENT H: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP) ...	41
ATTACHMENT I: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP).....	42
ATTACHMENT J: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)....	43
ATTACHMENT K: SFA SITE/BUILDING LISTING – GENERAL DATA .....	44
ATTACHMENT L: SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED <sup>2</sup> .....	46
ATTACHMENT M: MINIMUM FOOD SPECIFICATIONS .....	47
Exhibit A: Meal Pattern Requirements .....	48
ATTACHMENT N: SAMPLE 21- DAY CYCLE LUNCH MENU.....	52
ATTACHMENT O: SAMPLE ___ DAY CYCLE BREAKFAST MENU.....	53
ATTACHMENT P: SAMPLE ___ DAY CYCLE SNACK MENU .....	54
ATTACHMENT Q: SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM (SFSP) MENU.....	55
ATTACHMENT R: HOLIDAY SCHEDULE.....	56

ATTACHMENT S: SAMPLE CYCLE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) MENU ..... 57  
ATTACHMENT T: IMPLEMENTATION COSTS BY LINE ITEM..... 58  
ATTACHMENT U: INVESTMENT NONEXPENDABLE EQUIPMENT ..... 59  
ATTACHMENT V: INDEPENDENT PRICE DETERMINATION CERTIFICATE ..... 60  
ATTACHMENT W: SUSPENSION AND DEBARMENT CERTIFICATION..... 61  
INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION..... 62  
ATTACHMENT X: LOBBYING CERTIFICATION ..... 63  
INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM ..... 66  
FIXED PRICE PROTOTYPE CONTRACT..... 68

**Prohibited Items:**

1. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.
  
2. Increases in Liability Coverage: The SFA has set the limits for liability coverage in Section XXII. Insurance of this RFP. SFA has determined these limits for liability coverage to be adequate for services described in this RFP. Offerors may not require any additional liability coverage, regardless of dollar value, beyond that which the SFA requires in this RFP. This prohibition would be effective in any situation where the SFA conducts its own procurement or where the selected FSMC procures products on behalf of the SFA.

## General Information

### A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Murray City School District**, hereinafter referred to as the ***School Food Authority (SFA)***.

The Food Service Management Company (FSMC) submitting a proposal will be referred to as the "**offeror**", and the "**awarded contract**" will be between the winning offeror (herein referred to as the "**selected FSMC**") and the SFA.

- B. Procurement shall be executed through competitive proposals. Competitive proposals involve the use of a solicitation document known as a Request for Proposal (RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR 200.319. The SFA must share with perspective offerors sufficient information to make this a meaningful RFP including monthly claim reimbursements from previous years and catering activities. **Please note:** catering activities are outside of the pricing structure of this contract.
- C. The SFA shall provide the RFP at least ten (10) working days prior to the (optional) pre-bid meeting.

### D. **Mandatory Pre-Bid Meeting**

Bidder must attend in person the MANDATORY SITE VISIT on **Thursday, March 16, 2023 at 11:00 am**. We will meet at the Murray District Office 5102 S. Commerce Dr. Murray, Utah 84107. Per Utah Procurement Rule R33-6-103 Pre-Bid Conferences and Site Visits. Mandatory site visits must be attended in person by an authorized representative of the person or vendor submitting a bid. The meeting will begin promptly at 11:00 a.m. Any prospective bidders who arrive late to the meeting will not be allowed to continue with the site visit nor submit a bid. Failure to attend the site visit shall result in the disqualification of any bidder that does not have an authorized representative attend the entire duration of the mandatory site visit. This includes not taking calls/text during the site visit. Phones may be used to take pictures. All discussion not related to the site visit must be done after the site visit as to not be a disturbance during the site visit. An attendance log will be maintained including the name of each attendee, the entity the attendee is representing, and the attendee's contact information, minutes of the site visit, and copies of any documents distributed by the conducting procurement unit to the attendees and shall be published as an addendum to the solicitation. Any verbal modifications made to any of the solicitation documents during the mandatory site visit shall be reduced to writing and will be published as an addendum to the solicitation.

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on **March 16, 2023 at 11:00 am**.

Location: **District Office: 5102 S. Commerce Dr. Murray UT 84107**. Vendor presentations will not be scheduled at this time. Pre-bid meetings need to take place during normal food service operation hours in order to provide contractors the optimal information needed to make a competitive proposal.

1. **Pre-Bid Meeting:** All FSMCs that intend to respond to this RFP are required to attend the Pre-Bid Meeting.
2. **Questions For Pre-Bid Meeting:** Submit in writing questions regarding the RFP by 12 PM Noon MST on **March 9, 2023** to **Scott Taggart** via [sntaggart@murrayschools.org](mailto:sntaggart@murrayschools.org). SFA will acknowledge receipt of questions no later than **4:00 pm** MST on **March 9, 2023**.
  - a. Questions submitted prior to the Pre-Bid Meeting will be answered at the Pre-Bid Meeting.
  - b. Questions from the floor at the Pre-Bid Meeting must also be presented in writing. These questions may or may not be answered at the Pre-Bid Meeting.
  - c. All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Bid Meeting.
3. **Written communication** will override any verbal communication that takes place during the process between any FSMC and SFA.

#### E. Proposal Submission and Award

- Proposals are to be submitted to:

Name of Agency: **Murray City School District c/o Scott Taggart**  
 Mailing Address: **5102 S. Commerce Drive**  
 Physical Address: **same as above**  
 City: **Murray**  
 State/Zip: **Utah 84107**

- Proposal due date and time is **Thursday, March 30, 2023**, by **4:00 pm** MDT. Public Opening will be at 9:00 am MDT on Friday, March 18, 2023, at Murray City School District Office. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked ***Food Service Management Proposal***. **Any proposal received after the exact time specified will not be considered**. The SFA reserves the right to retain all proposals for a period of at least sixty (60) days. A FSMC that withdraws its proposal during this period will be removed from SFA solicitation contact list for up to one year following the withdrawal.
- The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
- To be considered, each offeror must submit a complete response to this solicitation ***using the forms provided***. No other documents submitted with the proposal will affect the contract provisions contain herein, and there may be no modification to the contract language.
- Award shall be made to the highest scoring, responsive and responsible offeror, based on the requirements and evaluation criteria contained in the RFP. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
- Offerors or their authorized representatives are expected to read this RFP and be fully acquainted with all to the terms and conditions, requirements, and specifications before submitting a proposal; failure to do so will be at the offeror's own risk. Failure or omission of offeror to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The SFA is not liable for any cost incurred by the offeror prior to the signing of the awarded contract by all parties. Paying the selected FSMC from the Child Nutrition Program (CNP) funds is prohibited until the awarded contract is signed.
- Additional Information, questions and clarifications for this RFP must be in writing. Send all questions via email to **Scott Taggart** at [sntaggart@murrayschools.org](mailto:sntaggart@murrayschools.org). Answers will be posted on the school's website within 24 hours and the Utah Public Procurement Place (U3P) portal after the questions cutoff date and time. Questions cutoff date and time is **Wednesday, March 22, 2023, at 4:00 pm MDT**.

#### F. Late Proposals

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

#### G. Awarded Contract

The awarded contract must be complete and include all documents contained in the RFP and subsequent negotiations. Changes or amendments are not valid unless approved by the USBE prior to contract execution of the awarded contract between the SFA and selected FSMC.

**Contract Requirements:** SFA considers this RFP to be legally binding. This RFP and the resulting winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and SFA. It should be understood by the offeror that this means the SFA expects the offeror's proposal in response to this RFP to satisfy all requirements listed herein. Exceptions should be explicitly noted in offeror's proposal. Lack of exceptions listed on an offeror's proposal will be

considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP. All exceptions will be evaluated after the due date during the time of proposal evaluations. No exceptions, addendums, amendments, or other changes to the awarded contract will be allowed thereafter. The only allowable amendments will be the amendment to renew the awarded contract. This amendment will be presented to the contractor by the SFA at the time of renewal. The addition of offeror's terms and conditions after due date of this RFP will not be allowed.

## Standard Terms and Conditions

### I. Scope and Purpose

- A. **Duration of Contract:** The awarded contract shall be for a period of up to one year, beginning on **July 1, 2023**, and ending on **June 30, 2024**, with four 1-year renewals with mutual written agreement between the SFA and the selected FSMC.
- B. The selected FSMC shall operate in conformance with the SFA's Permanent Agreement/Policy Statement with USBE.

The SFA must check only those programs that the SFA currently participates in and those that it expects the FSMC to manage during this contract. The programs listed below shall be the same as those listed in Attachment L *SFA Site/Building Listing – Services To Be Provided*.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP)  | <input checked="" type="checkbox"/> A la carte Sales   |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)        | <input checked="" type="checkbox"/> Adult Meals  |
| <input checked="" type="checkbox"/> After School Snack Program (ASP-NSLP) | <input checked="" type="checkbox"/> Seamless Summer Option                                     |
| <input checked="" type="checkbox"/> Summer Food Service Program (SFSP)    | <input checked="" type="checkbox"/> Contract Meals   |
| <input checked="" type="checkbox"/> Special Milk Program (SMP)            | <input type="checkbox"/> Vending/Concessions   |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program     | <input checked="" type="checkbox"/> Catering   |
| <input type="checkbox"/> At-Risk After School Meals Program               | <input type="checkbox"/> Child and Adult Care Food Program (CACFP – Includes all sub-programs) |

\*The SFA may request of the selected FSMC additional CNP food service programs at any time during the contract; Any additional CNP food services that increases the value of the contract by more than 10% will be considered a material change and must require a re-bid.

- C. The selected FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment K *SFA Site/Building Listing – General Data*. Sites may be added or subtracted during the term of this contract with mutual written agreement between the SFA and selected FSMC.
- D. The selected FSMC shall be an independent contractor and not an employee of the SFA. The employees of the selected FSMC are not employees of the SFA.
- E. The food service provided by the selected FSMC shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- F. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited **daily** in the SFA's nonprofit food service account. Any profit or guaranteed return shall remain in the SFA's nonprofit food service account. The SFA and the selected

FSMC agrees that the awarded contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as describe under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.324 (d); these types of contracts are not allowable.

- G. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State agency and USDA regarding each of the Child Nutrition Programs (CNP) covered by this contract.
- H. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- I. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering prices). (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
- J. If the FSMC is responsible for providing the SFA with non-program foods. The FSMC will provide written documentation of food costs and revenues to the SFA on a monthly basis. The information must include food cost for reimbursable meals. Food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: adult meals, a la carte, catering, vending, and student stores operated, or any other sales generated through the non-profit school food service account not already described. This information is required to determine compliance with revenue from non-program foods 7 CFR Part 210.14(f) and Memo SP 20-2016.
- K. The selected FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA will be charged the meal equivalent rate as specified below. USDA Foods shall not be used for these special functions unless the SFA's students will be primary beneficiaries.
- L. The selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- M. The FSMC shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 220, 245, 250, 7 CFR Part 225 (SFSP), if applicable, 7 CFR Part 226 (CACFP), if applicable, 7 CFR Part 215 (Special Milk Program) and 2 CFR Part 200 and 2 CFR Part 220.
- N. The FSMC must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)
- O. In the event that the FSMC provides management services for the Child and Adult Care Food Program (CACFP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, Utah Child Nutrition Programs, Policies of Operation, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.
- P. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of the SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools (applies to School Food Authorities only), as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for the operation of the FFVP may be used for administrative expenses. FSMC must also submit an FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA.)
- Q. Computation of Lunch Equivalency Rate (LER) for a la carte sales.  
The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.



<b>Year One Lunch Equivalency Rate (LER)</b>	
1. Current Year Federal Free Rate of Reimbursement:	\$ <u>4.41</u>
2. Current Year State Match Reimbursement Rate:	\$ <u>.80</u>
3. Current Year Value of USDA Entitlement USDA Foods:	\$ <u>.43</u>
<b>Total Lunch Equivalency Rate</b> (Sum of 1+2+3):	<b>\$<u>5.64</u></b>

- R. The selected FSMC shall provide staff to manage the SFA’s food service operations and supervise all employees.
- S. The offeror’s proposal price is to be declared on the Proposal Summary.
- T. **Procurement/Payment Terms/Method:** The selected FSMC shall invoice 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. Upon termination of the awarded contract, all outstanding amounts shall immediately become due and payable. This RFP specifies the meal price structure as a maximum flat price per meal. The maximum flat price per meal includes the allowable direct costs of the preparation and service of the reimbursable meals including food, labor, and other expenses.

SFA’s must use this FSMC Fixed Price Prototype Contract for fixed price proposals in order to be eligible for reimbursement under USDA Child Nutrition Programs. Any changes to the prototype contract must be reviewed by USBE prior to execution of the awarded contract.

**Fixed Price Bid:** The FSMC will be paid at a fixed rate per meal/lunch equivalent. The SFA must determine and receive the full value of USDA Foods; i.e., credits or reductions. The FSMC is responsible for reporting this monthly to the SFA. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the SFA. USDA Foods values are to be based on the values posted on USBE’s USDA Foods website and shall include both the basic USDA Foods allocation as well as any bonus USDA Foods.

The fixed price per meal/lunch equivalent may be subject to an annual escalator/de-escalator provision as stipulated in this contract by the SFA. Adjustment factors may include changes in federal reimbursement rates, changes in third-party cost or price indices.

**To be completed by the SFA (if applicable). This contract will be subject to the Consumer Price Index, Mountain Plains West Region - <https://www.bls.gov/regions/mountain-plains/>**

Annual Escalator/De-escalator Adjustment Factor: \_\_\_\_\_

**Award Criteria:**

Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. The SFA must assign the weights for the criteria.

Weight	Criteria	Evaluation Explanations
30 points	Cost	Meal cost to the school - Cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).
15 points	Experience	Experience will be evaluated by reviewing qualifications of staff and experience providing meal service to public schools. Additionally, experience will be evaluated based on references from current clients.
10 points	Involvement of staff and patrons	Proposals will be evaluated based on the offeror's strategy for participation in the formation, establishment, and periodic meetings of the SFA advisory board. Additionally, evaluation will be completed based on the offeror's strategy for involving staff and students in the formation of menu selections and the strategy for providing nutrition information to students.
15 points	Menus	Menus will be evaluated based on the variety of creditable meals, the attraction of the meals to students, and the nutritional quality of the food products.
20 points	On-site Manager	The evaluation will be based on the offeror's ability to provide an experienced on-site manager capable of managing all day-to-day food service operations including staffing and implementation, and enforcement and dissemination of SFA policies and rules.
10 points	Promotion of the School Food Service Program	Proposals will be evaluated based on the offerors strategy for promoting the food service program to students, parents, school staff and administration.

**TOTAL:**            100 points

- U. The selected FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. There will be no additional charge to the student for such substitutions.
- V. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.
- w. **Gifts from Offeror:** The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from offerors submitting proposal to this RFP, any FSMC or contractors, nor potential contractors.

**II. Designation of Program Expenses to be completed by SFA**

- A. The selected FSMC guarantees to the SFA that the proposal meal rate for each reimbursable school meal shall include the expenses as designated under Column I. The selected FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- B. The SFA shall pay those expenses as designated under Column II.

DESCRIPTION	COLUMN I (Selected FSMC)	COLUMN II (SFA)
<b>LABOR:</b>		
Managers and/or Supervisors	C – Contract Employee	S
Full and Part-time Workers		S
Monitors		S
<b>EMPLOYEE BENEFITS:</b>		District Employees
Life Insurance		S
Medical/Dental Insurance		S
Retirement Plans		S
Social Security		S
Vacation		S
Sick Leave		S
Holiday Pay		S
Uniforms		S
Tuition Reimbursement		S
Labor Relations		S
Unemployment Compensation		S
Workers Compensation		S
Processing and Payment of Payroll		S
<b>FOOD:</b>	C	
USDA Foods	C	
<b>OTHER EXPENSES:</b>		S
Accounting		S
Bank Charges		S
Data Processing		S
Recordkeeping		S
Processing and Payment of invoices	C	S
Equipment – Major		S
Original Purchase		S
Routine Maintenance		S
Major Repairs		S
Replacement		S
Equipment – Expendable (e.g. trays, tableware, glassware, utensils)		S
Original Purchase		S
Replacement		S
Cleaning/Janitorial Supplies	C	
Insurance	C	S
Liability Insurance	C	S
Insurance on Supplies/Inventory		S
Laundry and Linen		S
Office Materials		S
Paper/Disposable Supplies	C	
Pest Control		S
Postage		S
Printing		S
Product Testing	C	S
Promotional Materials	C	S
Taxes and License	C	S
Telephone		S
Local		S
Long Distance		S
Medium of Exchange for Point of Service Counts		S
Training	C	S
Transportation of Meals		S
Trash Removal		S

DESCRIPTION	COLUMN I (Selected FSMC)	COLUMN II (SFA)
From Kitchen		S
From School Premises		S
Travel	C – Contract Employee	S
Required	C- Contract Employee	S
Requested	C- Contract Employee	S
Utilities		S
Vehicles		S

**III. Signature Authority**

- A. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 8 and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

**IV. Free and Reduced Price Meals Policy**

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
- B. The selected FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.
- C. The SFA shall be responsible for the development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification, and determination of eligibility for free or reduced price meals. The selected FSMC may act as an agent for the SFA related to these responsibilities.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- E. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. The selected FSMC may act as an agent for the SFA related to these responsibilities.

**V. USDA Foods**

- A. The SFA must determine the existence of the proper pass-through value of the donated commodities, i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the values at the point the SFA receives the commodities from USBE and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities 7 CFR Part 250.51.
- B. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in processed end products, in accordance with the contingencies in §250.51(a). Any USDA-donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's nonprofit child nutrition program and SFSP program, if applicable, and shall be fully utilized therein.
- C. The FSMC must subtract from the SFA's monthly bill/invoice the current market value of all USDA-donated commodities received during each Contract Term as the commodities are used in the SFA's food service. The FSMC must credit the SFA for all USDA-donated commodities received for use in the SFA's food service each contract term whether the USDA-donated commodities have been used or not. Such credit shall be issued in full prior to the expiration of each contract term.
- D. Credit issued by the FSMC to the SFA for USDA-donated commodities received during each contract term

and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

- E. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA-donated commodities. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA-donated commodities.
- F. At the end of each contract term and upon expiration or termination of the Contract, 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-donated commodities received by the FSMC during each contract term for use in the SFA's food service.
- G. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service. Commercially-purchased foods shall not be substituted for these foods. 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 recipient agency's food service.

The FSMC shall return all unused USDA donated ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

- H. The SFA shall retain title to all USDA-donated foods.
- I. The FSMC may conduct the procurement of processed end products on behalf of the recipient agency, as applicable, and assure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of the distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. However, the FSMC, itself, is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA as required in subpart C of 7 CFR Part 250. All refunds received from processors must be retained by the nonprofit school food service account. The FSMC shall pay all related processing fees and costs.
- J. Any activities related to donated foods that the FSMC will be responsible for will be in accordance with 7 CFR Part 250.50(d). Such activities will be performed in compliance with the applicable requirements in 7 CFR Part 250.
- K. 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.
- L. The FSMC shall 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.
- M. The FSMC will comply with the storage and inventory requirements for donated foods in accordance with the contingencies in §250.52.
- N. The FSMC shall account for all USDA-donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.
- O. 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.
- P. The FSMC will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).
- Q. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

- R. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods.

## **VI. Food Safety**

- A. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any SFA facility.
- B. The selected 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 duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

## **VII. Meals**

- A. The selected 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 selected FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on page 8.
- D. In order for the selected FSMC to offer a la carte sales food service, the selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
- E. The selected FSMC shall provide meals that meet required Child Nutrition Programs Meal Pattern requirements.
- F. The selected FSMC shall promote efforts to increase participation in the Child Nutrition Programs.
- G. The selected FSMC shall provide the specified types of service in the schools/sites listed in the attachments to this RFP, which will be a part of the awarded contract.
- H. The selected 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 selected 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 this RFP.

## **VIII. Books and Records**

- A. The selected 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 calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth 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 of the claim for reimbursement.
- B. The selected FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

- C. The selected FSMC shall provide the SFA with a year-end statement.
- D. Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any State or Federal representatives and auditors. If audit findings regarding the selected FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (7 CFR 210.9(b)(17))
- E. The selected FSMC shall not remove federally required records from SFA premises upon contract termination.

## IX. Employees

- A. The SFA must designate if **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 selected FSMC. Section below must agree with the information reported on Attachment A *Labor Work Sheet, SFA Employees* and Attachment B *Labor Work Sheet, FSMC Employees*.

Employee retained by:  SFA (See Attachment A *Labor Work Sheet, SFA Employees*)

Offeror (See Attachment B *Labor Work Sheet, FSMC Employees*)

Both SFA and Offeror

- B. The selected FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B *Labor Work Sheet, FSMC Employees*. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- C. The SFA shall have final approval regarding the hiring of the selected FSMC's site manager.
- D. The selected FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The selected 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 selected FSMC management staff, except the site manager. The selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the selected FSMC.
- E. The selected FSMC shall provide Workers' Compensation coverage for all its employees.
- F. The selected FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by the SFA and which are furnished in writing to the selected FSMC.
- G. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- H. The selected FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the selected FSMC.
- J. The SFA may request in writing the removal of any employee of the selected FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any Federal, State, or local employment laws.
- K. In the event of the removal or suspension of any such employee, the selected FSMC shall immediately restructure the food service staff without disruption of service.

- L. All SFA and/or selected FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The SFA **will** require the selected FSMC to perform a criminal background check on any of the selected FSMC employee that will be working at the SFA and disclose results to the SFA.
- N. The SFA and FSMC shall ensure that their employees adhere to the USDA Professional Standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. The SFA and FSMC shall establish and implement the foregoing standards and requirements for their school nutrition program employees under this Contract.

## **X. Monitoring**

- A. The SFA shall monitor the food service operation of the selected FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review monitoring 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 by the selected FSMC under this contract and must be made available to the Auditor General, USDA, the State agency, and the SFA upon request for the purpose of auditing, examination, and review.
- C. The SFA, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.
- D. The SFA, as a CACFP sponsor, is responsible for conducting and documenting the required CACFP site visits of all sites for preapproval and during operation of the program.

## **XI. Use of Advisory Group/Menus**

- A. The SFA shall establish, and the selected FSMC shall participate, in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
- B. Check the appropriate box below.
  - The selected FSMC will complete menu cycles for all programs.
  - The SFA will complete menu cycles for all programs.
- C. The FSMC must comply with the 21-day menu cycle and specifications (*Attachment M Minimum Food Specifications* and *Attachment N Lunch Menus*) developed for the NSLP. The selected FSMC must also comply with the menu patterns and cycles as specified by the SFA in Section I, Item B on page 8. Any changes made by the FSMC after the first initial menu cycles may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1))

## **XII. Use of Facilities, Inventory, Equipment, and Storage**

- A. The SFA will make available, without any cost to the selected FSMC, area(s) of the premises agreeable to both parties in which the selected FSMC shall render its services.
- B. Prior to the start of initial operations, the FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the FSMC and the SFA will take a similar inventory. If the value of the



ending inventory is greater than the beginning inventory, the difference shall be added to the FSMCs Cost of Business and if lesser, the difference shall be subtracted from the FSMCs Cost of Business.

- C. In section II, "*Designation of Program Expenses to be completed by SFA*", part B of this RFP, if SFA designates itself under column II (SFA) as the responsible party for described item; "*Equipment – Expendable*" (e.g., trays, tableware, glassware, utensils, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the selected FSMC. Otherwise, if the selected FSMC is designated in column I (Selected FSMC) with this responsibility, then the selected FSMC shall maintain this inventory at the inventory level as specified by the SFA.
- D. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA's agreement with USBE.
- E. The selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- F. 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.
- G. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the selected FSMC.
- H. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- I. The SFA shall not be responsible for loss or damage to equipment owned by the selected FSMC and located on the SFA premises.
- J. The selected FSMC shall notify the SFA of any equipment belonging to the selected FSMC on the SFA premises within 10 days of its placement on SFA premises.
- K. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the selected FSMC for the purposes of inspection and audit.
- L. The selected 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 amendment to the awarded contract which stipulates the fees to be paid by the selected FSMC to the SFA for such facility usage, as applicable.
- M. The selected FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

### **XIII. Purchases**

- A. Whether the SFA conducts its own procurement or whether the FSMC procures products on behalf of the SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- B. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA review. Cost should be broken into two categories: (1) operational cost and (2) administrative cost.
  - a. Operational costs should cover the primary cost to run the FFVP to include purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.
  - b. Administrative costs are used principally to support planning and to manage the program. Administrative costs cannot exceed ten (10%) percent of the SFA's FFVP costs. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request

reimbursement for more than 10% for administrative costs. USBE will monitor the SFA and FSMC to ensure strict compliance with this provision.

- c. The FSMC must return the full value of USDA foods to the SFA.
- C. FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR § 200.318(d). An FSMC and SFA shall ensure that no conflict of interest exists between the third-party purchasing agent if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract from the FSMC, the FSMC's parent company, or any subsidiaries of the FSMC's parent company to avoid duplication of services.
  - D. SFA shall ensure that FSMC complies with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR §§ 200.318-326. In addition, SFA shall ensure that FSMC shall comply with all applicable federal, state and local laws, rules and regulations, policies, and instructions of USBE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400; 2 CFR 416; 2 CFR 418 and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1).
  - E. SFA and FSMC acknowledge that to the extent required by SP 38-2017 and SP 32-2019, the SFA must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume [7 CFR 210, 7 CFR 250, and 7 CFR 220]. As required by the Buy American provision, all products must be of domestic origin. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR § 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s), and ii) Availability of the alternative domestic substitute (s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
    - a. To be considered for an alternative or exception, the FSMC must submit a request in writing to the SFA, a minimum of 7 days in advance of delivery.

#### **XIV. Sanitation**

- A. The selected FSMC will work with the SFA custodial services to address division of responsibilities with regard to sanitation and trash issues as it relates to normal food service operation.
- B. The selected FSMC shall clean the kitchen and dining room areas as indicated in Attachment K *SFA Site/Building Listing General Data*.
- C. The selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance 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.
- D. The SFA shall clean ducts and hoods above the filter line.
- E. The selected FSMC shall comply with all local and state sanitation requirements in the preparation of food.

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

- A. The selected 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 selected FSMC employees; the selected FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

- B. The selected FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The selected FSMC shall comply with all SFA building rules and regulations.

## **XVI. Nondiscrimination**

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, audiotape, 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/ad-3027.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;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## **XVII. Emergency Closing**

- A. The SFA shall notify the selected FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the selected FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

## **XVIII. Terms and Termination**

- A. The SFA or the selected FSMC may terminate the awarded contract for cause by giving 60 days written notice. (Reference 7 CFR 210.16(d))
- B. At any time, the selected FSMC or the SFA may terminate the awarded contract by giving \_\_\_\_\_ days written notice to the other party. (The SFA must determine the number of days. The maximum number of days must not exceed 60.)
- C. Neither the selected FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the awarded contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the selected FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

## **XIX. Nonperformance by FSMC**

- A. In the event of the selected FSMC's nonperformance under this awarded contract and/or the violation or breach of the awarded contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The selected FSMC shall pay the SFA the full amount of any meal over claims that are attributable to the selected FSMC's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts.
- C. In the event either party commits a material breach, the non-breaching party may terminate the awarded contract for cause by giving **30** days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue of the awarded contract.

Notwithstanding the breaching provision above, the SFA may immediately terminate of the awarded contract with written notice to selected FSMC for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the awarded contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to USDA or the State agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

## **XX. Certification**

- A. The selected FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).
- B. The selected FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the selected FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
- C. The selected FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- D. The selected FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.
- E. The FSMC must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321).
- F. The selected FSMC has signed the *Independent Price Determination Certificate*, Attachment V, which was attached as an addendum to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- G. The selected FSMC has signed the *Suspension and Disbarment Certification*, Attachment W, which was attached as an addendum to the offeror's proposal and which is incorporated and made a part of this contract. (2 CFR 200 Appendix II).

- H. The selected 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), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- I. The selected FSMC has signed the *Lobbying Certification*, Attachment X, which was attached as an addendum to the selected FSMC's proposal and which is incorporated and made a part of the awarded contract. If applicable, the selected FSMC has also completed and submitted Standard Form-LLL, *Disclosure of Lobbying Activities*, Attachment Y, or will complete and submit as required in accordance with its instructions included in Attachment Y.
- J. The selected FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- K. The selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- L. USDA Regulation 7 CRF Part 16, Equal Opportunity for Religious Organizations, implements executive branch policy, that within the framework of constitutional church-State guidelines, religiously affiliated (or "faith-base") organizations should be able to compete on an equal footing with other organizations for USDA assistance.
- M. The selected FSMC shall comply with all other pertinent state and federal laws.

## **XXI. Miscellaneous**

- A. The selected FSMC shall comply with the provisions of its submitted proposal specifications, which are hereby in all respects made a part of the awarded contract including all agreed to negotiations between SFA and selected FSMC which have been reviewed by USBE.
- B. No provision of the awarded contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. 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.
- E. 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 the awarded contract.
- F. The SFA shall have a representative present during program reviews and is responsible for ensuring the resolution of program reviews and audit findings.
- G. The awarded contract is subject to review by USBE.

## **XXII. Insurance**

- A. The selected FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Utah. A Certificate of Insurance of the selected FSMC's insurance coverage indicating these amounts must be submitted at the time of the awarded contract. The information below must be completed by the SFA.
- B. Comprehensive General Liability – includes coverage for:
  1. Premises – Operations
  2. Products – Completed Operations
  3. Contractual Insurance

4. Broad Form Property Damage
5. Independent Contractors
6. Personal Injury

\$ **5,000,000** Combined Single Limit

- C. Automobile Liability: \$ **N/A** Combined Single Unit
- D. Workers' Compensation-Statutory; Employer's Liability: \$ **1,000,000**
- E. Excess Umbrella Liability: \$ **0** Combined Single Unit
- F. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The selected FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The selected FSMC shall direct its insurance company to provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

### **XXIII. Optional Requirements to Be Included (To be completed by the SFA)**

- A. The following provisions **will not** apply to selected FSMC investment (to be completed by the SFA):
  1. The selected FSMC **may not** purchase equipment for the food service program in an amount not to exceed **\$5,000**. The selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. The SFA shall reimburse the selected FSMC its actual costs, net of all discounts, rebates, and other applicable credits accruing to or received by the selected FSMC or any assignee under the contract when the equipment was purchased, which shall be charged to the SFA as an operating expense of the food service program. Ownership of the investment will vest in the SFA upon full payment of the purchase price to the selected FSMC. Upon such payment, the selected FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to the SFA.
  2. If the awarded contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under the awarded contract, either (SFA must mark appropriate box):
    - a.  Reimburse the selected FSMC the unpaid portion of the investment.

**OR**

  - b.  Deliver the equipment or other items funded by the investment to the selected FSMC.

**OR**

  - c.  Lease purchase the equipment or other items funded by the investment from the selected FSMC and continue to pay the selected FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

B. Except as otherwise expressly provided in this contract, the selected FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the selected FSMC, its agents or employees in the performance of its obligations under this contract, except to the

extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the awarded contract.

C. The SFA and the selected FSMC shall work together to ensure a financially sound operation.

D. **Assumptions:** Financial terms of the awarded contract 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, the awarded 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 SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
- Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the awarded contract year, will continue to be available.
- The government reimbursement rates in effect shall remain materially consistent throughout the year.
- Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent throughout the year.
- Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- The projected number of full feeding days is: 178.
- SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

## XXIV. Trade Secrets and Proprietary Information

- A. During the term of the awarded contract, the selected FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the selected FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the selected FSMC), and similar compilations regularly used in selected FSMC's business operations (trade secrets). The SFA shall not disclose any of the selected FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the awarded contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the selected FSMC. All trade secrets and other confidential information shall remain the exclusive property of the selected FSMC and shall be returned to the selected FSMC immediately upon termination of the awarded contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by 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 selected 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 awarded contract. In the event of any breach of this provision, the selected FSMC shall be

entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA's obligations under this section are subject to its obligations under the Utah Government Records and Management Act (GRAMA) 63G-2. This provision shall survive the termination of the awarded contract.

- 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 have unrestricted rights including copyrights.

## **XXV. Summer Food Service Program (SFSP) –**

Additional requirements, if applicable (SFA must strikethrough this entire section if not applicable – see next page also).

- A. The SFA shall be responsible for determining eligibility of all SFSP sites. The sponsor shall provide to the food service management company a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under §225.6(d)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract

- B. Bonding requirements.

1. Bid bond guarantee (when operating the SFSP any contract that includes the SFSP and is valued, in the aggregate, more than \$150,000, then bid and performance bonds must be secured as required by regulation at 7 CFR 225.15(m) and FNS policy memorandum SFSP 14-2016).

Offeror shall submit with his or her proposal, a bid bond guarantee in the amount of \$\_\_\_\_\_ (no less than 5 percent or more than 10 percent of the total proposed price), which shall be from a surety company listed in the current Department of the Treasury Circular 570.

Proposal guarantees, other than bid bonds will be returned (a) to unsuccessful offerors as soon as practicable after the opening of proposals and (b) to the successful offeror upon execution of an awarded contract, offeror may need to obtain additional insurance coverage and bonds as may be required by the RFP.

2. Performance bonds: (when operating the SFSP and the aggregate value of the contract including all Child Nutrition Programs exceeds \$150,000):

The selected FSMC must obtain a performance bond in the amount of \$\_\_\_\_\_ (not less than 10 percent or no more than 25 percent of the value of the awarded contract) which shall be from a surety company listed in the current Department of the Treasury Circular 570. The performance bond must be furnished within 10 days after notice of the awarded contracts.

Proposal guarantees other than proposal bonds will be returned to unsuccessful offerors as soon as practicable after the opening of proposals or a proposal is withdrawn. Performance bonds for the successful offeror shall be held for the duration of the awarded contract.

- C. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- D. The selected FSMC must comply with the cycle menu developed by the SFA for the SFSP (Attachment Q *Summer Food Service Program Menus*) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
- E. The SFA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7



CFR Part 225; any instructions and handbooks issued by FNS under 7 CFR Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.

- F. The FSMC shall comply with all applicable requirements outlined in 7 CFR 225.6(h)(2).
1. All meals prepared by the FSMC will be unitized, with or without milk [7 CFR 225.6(h)(2)(i)]
  2. A FSMC entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
  3. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor.
  4. The FSMC must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the FSMC must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.
  5. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based.
  6. The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. General Accounting Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved.
  7. The sponsor and the food service management company shall operate in accordance with current Program regulations.
  8. The food service management company shall be paid by the sponsor for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement.
  9. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.
  10. Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon.
  11. All meals served under the Program shall meet the requirements of §225.16
  12. In cases of nonperformance or noncompliance on the part of the food service management company, the company shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source.

## ~~XXVI. Child and Adult Care Food Program (CACFP) – N/A~~

~~Additional requirement, if applicable (SFA must strikethrough this entire section if not applicable).~~

~~**Important separation of duties with CACFP:** When providing food service management duties on behalf of SFA for CACFP the selected FSMC will be limited in its management authority. Management functions, which institutions may not contract out under any circumstance include, but may not be limited to claim submission, monitoring, corrective action, and preparation of application materials. Institutions may contract out for specific management tasks, such as bookkeeping (but not claims submission), data processing, or the service of a nutritionist.~~

- ~~A. The SFA shall be responsible for determining eligibility of all CACFP sites.~~
- ~~B. The SFA is responsible for ensuring the selected FSMC conforms to its agreement with the State agency as per all requirements as specified at 7 CFR Part 226.21 and 226.6(i)(2) (11).~~
- ~~C. The SFA is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).~~
- ~~D. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.~~
- ~~E. The selected FSMC must comply with the cycle menu developed by the SFA for the CACFP Attachment S.~~
- ~~F. The SFA shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.1 and as specified at 7 CFR 226.15(c).~~
- ~~G. Meals must meet the CACFP meal pattern as shown in 226.20 or the NSLP meal pattern may be substituted per 226.20(i)~~
- ~~H. The financial terms of the awarded contract are based upon the existing conditions and the following assumptions, the awarded contract (1) may be terminated at the end of the current term or (2) may continue under the same terms as written, whichever is mutually agreed upon.~~
  - ~~1. The SFA's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.~~
  - ~~2. The government reimbursement rates in effect shall remain materially consistent throughout the year.~~
  - ~~3. Meal components and quantities required by the CACFP remain consistent throughout the year.~~
  - ~~4. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.~~
  - ~~5. The projected number of full feeding days is: \_\_\_\_\_.~~

**PROJECTED OPERATIONS – REVENUE  
FOR PROGRAMS AND SITES TO BE CONTRACTED  
(To be completed by SFA)  
IN-SCHOOL REVENUE**

Based on   178   Days of Service

Breakfast Programs:	Meals		Price		Total
Elementary Full Price	# 72,177	X	\$1.30	=	\$93,831
Secondary Full Price	# 5,774	X	\$1.45	=	\$8,372
Reduced Price	# 13,534	X	\$.30	=	\$4,060

Adult	#	X	\$2.50	=	\$	
Subtotal Breakfast						\$106,263
<b>Lunch Program:</b>						
Elementary Full Price	# 122,338	X	\$1.90	=	\$	245,066
Secondary Full Price (JH)	# 85,987	X	\$2.30	=	\$	197,770
(SH)	# 39,076	X	\$2.45	=	\$	95,736
Reduced Price	# 33,693	X	\$ .40	=	\$	13,478
Adult	# 5,486	X	\$4.00	=	\$	21,944
Subtotal Lunches						\$573,993
<b>(Program Name):</b>						
Full Price	# _____	X	_____	=	\$	_____
Reduced Price	# _____	X	_____	=	\$	_____
Adult	# _____	X	_____	=	\$	_____
Subtotal Snack						\$ _____

Special Functions (Catering)	# 25	X \$640	= \$16,000	\$16,000
A la Carte, if applicable				\$3,165
Concession Revenue, if applicable				\$ _____
Vending Machine Sales Total Revenue				\$ _____
Contract Meals				\$ _____
Non-Reimbursable Meals				\$ _____
<b>TOTAL IN-SCHOOL REVENUE =</b>				<b>\$699,421 _____</b>

## PROJECTED OPERATIONS - REVENUE, PAGE 2

**(To be completed by SFA)  
FEDERAL REIMBURSEMENT**

**Based on 178 Days of Service**

Breakfast:	Meals		Price		Total
Free	# 2230	X	\$2.26	=	\$5,039
Free, Severe Need	# 81,382	X	\$2.67	=	\$217,289
Reduced Price	# 252	X	\$1.96	=	\$495
Reduced Price Severe Need	# 13282	X	\$2.37	=	\$31,478
Full Price	# 77,951	X	\$0.50	=	\$38,976
Total Breakfast					\$293,277
Lunch:					
Free	# 176,628	X	\$4.41	=	\$778,929
Reduced Price	# 33,694	X	\$4.01	=	\$135,112
Full Price	# 254,045	X	\$0.85	=	\$215,938
Total Lunch					\$1,129,979
(Program Name):					
Free	# _____	X	_____	=	\$ _____
Reduced Price	# _____	X	_____	=	\$ _____
Full Price	# _____	X	_____	=	\$ _____
Total Snacks					\$ _____
<b>Total Special Milk Program</b>					<b>\$ _____</b>
Summer Food Service (If applicable):					
Breakfast	# _____	X	_____	=	\$ _____
Lunch/Supper	# _____	X	_____	=	\$ _____
Snacks	# _____	X	_____	=	\$ _____
Total SFSP					\$ _____
Child and Adult Care Food Program (If applicable):					
Breakfast	# _____	X	_____	=	\$ _____
Lunch/Supper	# _____	X	_____	=	\$ _____
Snacks	# _____	X	_____	=	\$ _____
Total CACFP					\$ _____
<b>TOTAL FEDERAL REIMBURSEMENT</b>					<b>\$1,423,256</b>

**PROJECTED OPERATIONS - REVENUE, PAGE 3**  
**(To be completed by SFA)**

<b>TOTAL IN-SCHOOL REVENUE</b>	<b>=</b>	<b>\$699,421</b>
<b>TOTAL FEDERAL REIMBURSEMENT</b>	<b>=</b>	<b>\$1,423,256</b>
<b>TOTAL STATE REIMBURSEMENT</b>	<b>=</b>	<b>\$114,787</b>
<b>TOTAL REVENUE</b>	<b>=</b>	<b>\$2,237,464</b>

## PROJECTED OPERATIONS – EXPENDITURES, SFSP

**DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE  
REVENUE/EXPENDITURES FOR SUMMER FOOD SERVICE PROGRAM (SFSP)  
(To Be Completed by SFA)**

Based on \_\_\_\_\_ Days of Operation

**Operating Expenditures:**

Cost of Food and Milk	\$ _____	
Food Service Labor, Payroll Taxes, and Benefits	_____	
Nonfood Supplies	_____	
Utilities	_____	
Rental of Facility (Mail Contract)	_____	
Rental of Equipment (Mail Contract)	_____	
Use Allowance of Equipment	_____	
Transportation of Meals/Children (Rural Sponsors Only)	_____	
Other (Specify)	_____	
<b>Total Operating</b>		<b>\$ _____</b>

**Administrative Expenditures:**

Administrative Salaries	\$ _____	
Payroll Taxes and Benefits	_____	
Office (Maintenance, Rental, Supplies)	_____	
Utilities	_____	
Mileage (Administrative Purposes Only)	_____	
Audit/Legal Fees	_____	
Communications (Telephone, Postage, Outreach)	_____	
Publication Fee	_____	
Other (Specify)	_____	
<b>Total Administrative</b>		<b>\$ _____</b>
<b>Total Expenditures (SFSP)</b>		<b>\$ _____</b>

**Summary:**

Total Revenue		\$ _____
Total Expenditures		\$ _____
Profit or Loss		\$ _____

### AGREEMENT PAGE

The undersigned hereby offers to provide the services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

Furthermore, I certify that, consistent with Section I., subsection S. of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA, and this proposal is made without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the offeror.

FSMC NAME: \_\_\_\_\_  
FSMC ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE (Authorized Representative): \_\_\_\_\_ Date: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

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(SFA will complete section below this line)

#### Awarding of the Contract:

SFA by signing below is awarding the contract for this RFP to the offeror of this proposal, herein referred to as "selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and offeror, as well as the RFP document, will be incorporated in to this awarded contract.

The undersigned hereby accepts offeror's services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

SFA NAME: \_\_\_\_\_  
SFA ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE (Authorized Representative): \_\_\_\_\_ Date: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## LIST OF CONTRACT ATTACHMENTS

ATTACHMENT	TITLE
A	Labor Work Sheet - SFA Employees
B	Labor Work Sheet - FSMC Employees
C	Fringe Benefit Cost Work Sheet, SFA Employees
D	Fringe Benefit Cost Work Sheet, FSMC Employees
E	SFA Specifications on Average Daily Participation for Lunch
F	SFA Specifications on Average Daily Participation for Breakfast
G	SFA Specifications on Average Daily Participation for After School Care Snacks
H	SFA Specifications on Average Daily Participation for the Child and Adult Care Food Program – SNACK
I	SFA Specifications on Average Daily Participation for the Special Milk Program
J	SFA Specifications on Average Daily Participation for Summer Food Service Program
K	SFA Site/Building Listing - General Data
L	SFA Site/Building Listing - Service to Be Provided
M	Minimum Food Specifications
N	Sample 21- Day Cycle Lunch Menu
O	Sample Breakfast Menu
P	ASP, ASMP, SFSP, or SSO Snack Menu
Q	Sample Summer Food Service Program Menu
R	Holiday Schedule
S	Sample Child and Adult Care Food Program Menu
T	Implementation Cost
U	Investment Nonexpendable Equipment
V	Independent Price Determination Certificate
W	Suspension and Debarment Certification
X	Lobbying Certification
Y	Disclosure of Lobbying Activities
Z	Proposal Summary



**ATTACHMENT A: LABOR WORK SHEET - SFA**

(To be completed by the SFA for SFA employees)

Pay rates for the year \_\_\_\_\_ - \_\_\_\_\_

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	UNEMPLOYMENT COMPENSATION
Grant Elementary	Kitchen Lead	23.09	8	178	\$32,880.16	
	Cook II	22.71	8	178	\$32,339.04	
Horizon Elementary	Kitchen Lead	24.43	8	178	\$34,788.32	
	Cook I	14.86	6	178	\$15,870.48	
	Cook I	15.87	6	178	\$16,949.16	
	Cook I	14.86	8	178	\$21,160.64	
	Cook II	18.52	6	178	\$19,779.36	
Liberty Elementary	Kitchen Lead	25.16	8	178	\$35,827.84	
	Cook II	22.71	6	178	\$24,254.28	
McMillan Elementary	Kitchen Lead	25.92	8	178	\$36,910.08	
	Cook I	17.90	8	178	\$25,489.60	
	Cook II	19.70	8	178	\$28,052.80	
Longview Elementary	Kitchen Lead	24.43	8	178	\$34,788.32	
	Cook I	15.87	8	178	\$22,598.88	
	Cook I	15.87	6	178	\$6,949.16	
	Cook II	18.52	8	178	\$26,372.48	
Parkside Elementary	Kitchen Lead	25.92	8	178	\$36,910.08	
	Cook I	13.87	5	178	\$12,344.30	
	Cook I	14.86	6	178	\$15,870.48	
	Cook I	20.08	6	178	\$21,445.44	
Viewmont Elementary	Kitchen Lead	25.92	8	178	\$36,910.08	
	Cook I	15.87	6	178	\$16,949.16	
	Cook I	14.86	6	178	\$15,870.48	
	Cook II	23.38	8	178	\$33,293.12	

SITE OR SCHOOL	5OB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	UNEMPLOYMENT COMPENSATION
Hillcrest Jr. High	Kitchen Lead	25.16	8	178	\$35,827.84	
	Cook I	15.87	6	178	\$16,949.16	
	Cook I	16.88	6	178	\$18,027.84	
	Cook I	13.87	6	178	\$14,813.16	
	Cook I	11.87	6	178	\$12,677.16	
	Cook I	13.87	6	178	\$14,813.16	
	Cook II	16.18	6.5	178	\$18,720.26	
	Cook II	11.87	6	178	\$12,677.16	
Riverview Jr. High	Kitchen Lead	25.16	8	178	\$35,827.84	
	Cook I	14.86	6	178	\$15,870.48	
	Cook I	17.90	8	178	\$25,489.60	
	Cook I	14.86	6	178	\$15,870.48	
	Cook II	20.90	8	178	\$29,761.60	
	Cook II	20.90	8	178	\$29,761.60	
	Cook II	20.90	8	178	\$29,761.60	
	Cook II	17.34	6	178	\$18,519.12	
Murray High School	Kitchen Lead	23.09	8	178	\$32,880.16	
	Lunch Clerk	11.87	6	178	\$12,677.16	
	Cook I	14.86	6	178	\$15,870.48	
	Cook I	14.86	8	178	\$21,160.64	
	Cook I	15.87	6	178	\$16,949.16	
	Cook II	18.52	6	178	\$19,779.36	
	Cook II	17.34	6	178	\$18,519.12	
	Supervisor I	22.71	8	237	\$43,058.16	
	Supervisor II	27.85	8	237	\$52,803.60	
	Warehouse Super	27.26	4	237	\$25,842.48	
	CNP Secretary	28.70	8	237	\$54,415.20	
Total Labor					<b>\$1,273,927.32</b>	
Retirement					<b>\$</b>	
Substitute Pay					<b>\$ N/A</b>	

**NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate**





















**ATTACHMENT K: SFA SITE/BUILDING LISTING – GENERAL DATA**

\*

(To be completed by the SFA)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS <sup>1</sup>	SELF-PREP, SATELLITE, ETC <sup>2</sup>	NO. OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Grant Elementary	662 W. Bulldog Cir, Murray, UT	K - 6	Self Prep	1	8:30am	11:00	N/A	179
Horizon Elementary	5180 S 700 W, Murray, UT	K - 6	Self Prep	1	8:30am	11:10am	N/A	179
Liberty Elementary	140 W 6100 S, Murray, UT	K - 6	Self Prep	1	8:30am	11:30am	N/A	179
McMillan Elementary	315 E 5900 S, Murray, UT	K - 6	Self Prep	1	8:30am	11:45am	N/A	179
Longview Elementary	6240 S Longview Dr (560 E), Murray, UT	K - 6	Self Prep	1	8:30am	10:50am	N/A	179
Parkside Elementary	495 E 5175 S, Murray, UT	K - 6	Self Prep	1	8:30am	11:40am	Yes	179
Viewmont Elementary	745 W 5720 S, Murray, UT	K - 6	Self Prep	1	8:30am	11:20am	N/A	179
Hillcrest Junior High	178 E 5300 S, Murray UT	7 - 9	Self Prep	2	7:35am	11:45am	Yes	179
Riverview Junior High	751 W Tripp Lane (5755 S, Murray, UT	7 - 9	Self Prep	2	7:35am	11:30am	N/A	179
Murray High School	5440 S State Street, Murray, UT	10 - 12	Self Prep	2	7:15am	11:07am	N/A	179

<sup>1</sup> List grade groups that have access to meal service

<sup>2</sup> Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

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## **ATTACHMENT M: MINIMUM FOOD SPECIFICATIONS**

To be completed by SFA. USBE does not approve, evaluate or endorse specifications. Examples may include the following listed below.

Meat/Seafood – All meats, meat products, 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 the USDA

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – 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 puddings 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

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see Exhibit A for meal pattern requirements).

## Attachment M (continued...): MINIMUM FOOD SPECIFICATIONS

## Exhibit A: Meal Pattern Requirements

Nutrition Standards for School Meals can be found here: <https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
	<b>Amount of Food<sup>b</sup> Per Week (Minimum Per Day)</b>					
Fruits (cups) <sup>c,d</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	5 (1) <sup>e</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>c,d</sup>	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>f</sup>	0	0	0	½	½	½
Red/orange <sup>f</sup>	0	0	0	¾	¾	1¼
Beans/peas (legumes) <sup>f</sup>	0	0	0	½	½	½
Starchy <sup>f</sup>	0	0	0	½	½	½
Other <sup>f,g</sup>	0	0	0	½	½	¾
Additional vegetable to reach total <sup>h</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>i</sup>	7-10 (1) <sup>j</sup>	8-10 (1) <sup>j</sup>	9-10 (1) <sup>j</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz eq)	0 <sup>k</sup>	0 <sup>k</sup>	0 <sup>k</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>l</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>m,n,o</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>n,o</sup>	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>n, p</sup>	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1035	≤ 1080
Trans fat <sup>n,o</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

- <sup>a</sup> In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- <sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- <sup>c</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 percent full-strength.
- <sup>d</sup> For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
- <sup>e</sup> The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- <sup>f</sup> Larger amounts of these vegetables may be served.
- <sup>g</sup> This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- <sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- <sup>i</sup> At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- <sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- <sup>k</sup> There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
- <sup>l</sup> Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
- <sup>m</sup> The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- <sup>n</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- <sup>o</sup> In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).



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

## Attachment M (continued...): MINIMUM FOOD SPECIFICATIONS

### Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
• Milk, fluid	1 cup (8 fl oz) <sup>2</sup>	1 cup (8 fl oz) <sup>3</sup>	1 cup (8 fl oz) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total <sup>4</sup>	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
<b>Grains and Breads<sup>5</sup></b>			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz <sup>6</sup>		¾ cup or 1 oz <sup>6</sup>
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> (Optional)			
• Lean meat or poultry or fish or alternate protein product <sup>7</sup>	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% <sup>8</sup>	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

<sup>1</sup> Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

<sup>2</sup> Shall be served as a beverage, or on cereal, or use part of it for each purpose.

<sup>3</sup> Shall be served as a beverage.

<sup>4</sup> Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

<sup>5</sup> All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

<sup>6</sup> Either volume (cup) or weight (oz) whichever is less.

<sup>7</sup> Must meet the requirements in Appendix A of the SFSP regulations.

<sup>8</sup> No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish. **The meal must contain, at a minimum, each of the components listed in at least the amounts indicated for the specific age group in order to qualify for reimbursement. Updated CACFP Meal Patterns one-page summaries can be found at the following link: <https://www.fns.usda.gov/cacfp/meals-and-snacks> for infants, children and adults**

## Attachment M (continued...): MINIMUM FOOD SPECIFICATIONS

**CACFP Meal Pattern Requirements—Children (Age 1 through 12)**

	Age 1 and 2	Age 3 through 5	Age 6 through 12 <sup>1</sup>
<b>BREAKFAST</b>			
1. Milk, fluid <sup>1</sup>	½ cup	¾ cup	1 cup
2. Juice <sup>a</sup> , fruit, or vegetable or Fruit(s) or vegetable(s)	½ cup	½ cup	½ cup
3. Grains/Breads <sup>b</sup> :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	½ serving	½ serving	1 serving
Cereal:			
Cold dry	¼ cup or 1/3 oz <sup>c</sup>	1/3 cup or 1/2 oz <sup>c</sup>	¾ cup or 1 oz <sup>c</sup>
Flakes or rounds	½ cup	½ cup	1 cup
Puffed	¾ cup	¾ cup	1 and ¼ cup
Granola	1/8 cup	1/8 cup	¼ cup
Hot cooked	¼ cup total	¼ cup	½ cup
Cooked pasta or noodle products	¼ cup	¼ cup	½ cup
<b>LUNCH OR SUPPER</b>			
1. Milk, fluid <sup>1</sup>	½ cup	¾ cup	1 cup
2. Meat or meat alternate:			
Meat, poultry, fish, cheese	1 oz	1+½ oz	2 oz
Tofu (commercially prepared, firm or extra firm)	2.2 oz.	3.3 oz.	4.4 oz
Yogurt, plain or flavored, unsweetened or sweetened	4 oz or ½ cup	6 oz or ¾ cup	8 oz or 1 cup
Egg	½ egg	¾ egg	1 egg
Cooked dry beans or peas	¼ cup	¾ cup	½ cup
Peanut butter or other nut or seed butter	2 Tbsp	3 Tbsp.	4 Tbsp
Peanuts or soynuts or tree nuts or seeds	½ oz = 50% <sup>d</sup>	¾ oz = 50% <sup>d</sup>	1 oz = 50% <sup>d</sup>
Vegetables: (may serve 2 different vege to meet requirements)	1/8 cup	¼ cup	½ cup
Fruits: (may be 1 veg., no more than 1 per meal)	1/8 cup	¼ cup	¼ cup
3. Grains/Breads <sup>b</sup> :	½ slice	½ slice	1 slice
<b>SNACK</b>			
Select two of the following five components:			
Milk, fluid (1 year olds – whole age 2 and up – skim or 1%)	½ cup	½ cup	1 cup
Fruit(s) or vegetable(s)	½ cup	½ cup	¾ cup
Grains/Breads <sup>b</sup> :	½ slice	½ slice	1 slice
Meat or meat alternate	½ oz.	½ oz.	1 oz.

Breakfast: Meat/meat alternates may replace the grain ounce for ounce up to 3 times a week.

Grain: At least one whole grain or whole-grain rich (1st grain is whole, rest is enriched) must be served each day. No grain-based desserts (<sup>3</sup> or <sup>4</sup> on grain chart).

Milk: Unflavored for 1 through 5 year olds. 6 year olds and up may receive flavored skim milk.

Juice must be pasteurized, 100% juice and may only be served once per day to meet the vegetable/fruit component.

Dried fruit credits at twice the amount served. (example: ¼ c dried fruit = ½ c fruit). Leafy greens credit as half the amount (example: ½ c greens = 1/4 c veg.)

## Attachment M (continued...): MINIMUM FOOD SPECIFICATIONS

**Alternate Protein Products**

## A. What are the criteria for alternate protein products used in the CACFP?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
  - a. The alternate protein product must be processed so that some portion of the non protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
  - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
  - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors, or any other substances which have been added).
  - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this attachment.
  - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
  - f. For an alternate protein product mix, manufacturers should provide information on:
    - (1) The amount by weight of dry alternate protein product in the package;
    - (2) Hydration instructions; and
    - (3) Instructions on how to combine the mix with meat or other meat alternates.

## B. How are alternate protein products used in the CACFP?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.
2. The following terms and conditions apply:
  - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
  - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

## C. How are commercially prepared products used in the CACFP?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

**ATTACHMENT N: SAMPLE 21- DAY CYCLE LUNCH MENU**

Attach a sample 21-day cycle lunch menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

**ATTACHMENT O: SAMPLE \_\_\_ DAY CYCLE BREAKFAST MENU**

Attach a sample \_\_\_\_\_ day cycle breakfast menu prepared by the SFA. This menu must be used for the first \_\_\_\_ day cycle of the new school year.

**ATTACHMENT P: SAMPLE \_\_\_\_ DAY CYCLE SNACK MENU**

Attach a sample \_\_\_\_\_ day cycle snack menu prepared by the SFA. This menu must be used for the first \_\_\_\_ day cycle of the new school year.

**ATTACHMENT Q: SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM (SFSP) MENU**

Attach a sample cycle SFSP menu prepared by the SFA. This menu must be used for the 1<sup>st</sup> \_\_\_\_\_ day cycle of the SFSP.

## ATTACHMENT R: HOLIDAY SCHEDULE

### **Academic Calendar:**

Aug. 15 Teachers Begin  
 Aug. 18 First Day of School, Grade 7 (Half Day)  
 Aug. 21 First Day of School, Grades 1-6, 8-12\*  
 Aug. 30 First Day of School, Kindergarten\*\*  
 Sep. 4 Labor Day Holiday (No School)  
 Sep. 25-28 Elementary/Secondary Parent Teacher Conference  
 Sep. 29 Teacher Compensatory Day (No School)  
 Oct. 18 Professional Development All Teachers (No Students)  
 Oct. 19-20 Fall Break (No School)  
 Oct. 27 Teacher Workday (No Students)  
 Nov. 22-24 Thanksgiving Holiday (No School)  
 Nov. 27 Professional Development All Teachers (No Students)  
 Dec. 19 Student Half Day  
 Dec. 20-Jan. 2 Winter Break (Jan. 3 School Resumes)  
 Jan. 15 Dr. Martin Luther King, Jr. Holiday (No School)  
 Jan. 22 Teacher Workday (No Students)  
 Feb. 12-15 Elementary/Secondary Parent Teacher Conference  
 Feb. 16 Teacher Compensatory Day (No School)  
 Feb. 19 Presidents' Day Holiday (No School)  
 Mar. 29 Teacher Workday (No Students)  
 Apr. 1-5 Spring Break (No School)  
 May 27 Memorial Day Holiday (No School)  
 Jun. 6 Last Day of School

### **Dates Students NOT in School:**

Sep. 4, 2023, Sep. 29, 2023, Oct. 18, 2023, Oct. 19-20, 2023, Oct. 27, 2023, Nov. 22-24, 2023, Nov. 27, 2023, Dec. 20 – Jan. 2, 2024, Jan. 15, 2024, Jan. 22, 2024, Feb. 16, 2024, Feb. 19, 2024, Mar. 29, 2024, Apr. 1 – 5, 2024, May 27, 2024

### **Half Days for Students:**

Aug. 21-25, 2023, Dec. 19, 2023



**ATTACHMENT S: SAMPLE CYCLE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) MENU**

Attach a sample 14 day cycle menu prepared by the SFA.





## ATTACHMENT V: INDEPENDENT PRICE DETERMINATION CERTIFICATE

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

\_\_\_\_\_  
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 to 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 for the purpose of restricting competition.
  3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offeror 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 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Food Service Management Company'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 above.**

\_\_\_\_\_  
Signature of School Food Authority's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE: Accepting an offeror's offer does not constitute award of the contract**

## ATTACHMENT W: SUSPENSION AND DEBARMENT CERTIFICATION

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200 Appendix II (I). 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 USDA agency with which this transaction originated.

**(Before completing certification, read instructions on next page.)**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
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

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 “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 he or she 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 Non-procurement 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.

## ATTACHMENT X: LOBBYING CERTIFICATION

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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, 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

\_\_\_\_\_  
 Name/Title of Submitting Official

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date





less than \$10,000 and no more than \$100,000 for each such failure.	<b>Date:</b> _____
Federal Use Only	Authorized for Local Reproduction

## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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 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 (OMB) 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 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 first 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 know. 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 Item 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.
  - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
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 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## ATTACHMENT Z: PROPOSAL SUMMARY

### FIXED PRICE PROTOTYPE CONTRACT Nonprofit School Food Service

This document contains a proposal for the furnishing of management services for the operation of the nonprofit food service programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the school food authority.

The offeror shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the proposal.

**PER MEAL PRICES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED**

	Units SFA to complete		Proposal Price FSMC to complete		Total**
<b>1. National School Lunch Program:</b>					
• Reimbursable Breakfasts.....	_____	X	_____	=	_____
• Reimbursable Lunches.....	_____	X	_____	=	_____
• Reimbursable Snacks.....	_____	X	_____	=	_____
• A la Carte Equivalents*.....	_____	X	_____	=	_____
<b>2. Summer Food Service Program (SFSP):</b>					
• Reimbursable Breakfasts.....	_____	X	_____	=	_____
• Reimbursable Lunches.....	_____	X	_____	=	_____
• Reimbursable Dinner.....	_____	X	_____	=	_____
• Reimbursable Snacks.....	_____	X	_____	=	_____
<b>3. Child and Adult Care Food Program (CACFP):</b>					
• Reimbursable Breakfasts.....	_____	X	_____	=	_____
• Reimbursable Lunches.....	_____	X	_____	=	_____
• Reimbursable Dinner.....	_____	X	_____	=	_____
• Reimbursable Snacks.....	_____	X	_____	=	_____
<b>4. Special Milk Program.....</b>	_____	X	_____	=	_____

**Total Estimated Cost\*\* \$ \_\_\_\_\_**

\*Total a la carte sales divided by lunch equivalency rate (page 10).

\*This price represents the administration cost of the a la carte program and not actual food cost.

\*\*All totals must be carried out to the second decimal place and must not be rounded.

\_\_\_\_\_  
Name of Offeror

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

By submission of this proposal, the offeror certifies that, in the event the offeror receives an award under this solicitation, the offeror shall operate in accordance with all applicable current program regulations.

\_\_\_\_\_  
**Date**                      **Signature of Offeror**                      **Title**

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***ACCEPTANCE OF CONTRACT***

\_\_\_\_\_  
**Agreement Number**                      **School Food Authority (SFA)**

\_\_\_\_\_  
**Date**                      **Signature of Authorized SFA Representative**                      **Title**