



School Administrative Unit #31
Newmarket School District
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Susan K. Givens, Ed. D.
Superintendent of Schools

Janna Mellon
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Student Services

Date: October 1, 2020

Subject: RFP for Food Service Management Services, Newmarket Junior Senior High School

The Newmarket School District is seeking a proposal for Food Service Management Services as authorized by the "public exigency or emergency" noncompetitive procurement standards in 2 CFR 200.320(f)(2). The need for the Food Management Services is due to COVID-19. The Newmarket School Board has temporarily waived the District's bid policy for matters related to COVID-19. This RFP and any contract entered as a result of this RFP and all services provided in accordance with this RFP, will terminate June 30, 2021.

Sincerely,

Janna Mellon, Business Administrator
mellonj@newmarket.k12.nh.us

**NEWMARKET PUBLIC SCHOOLS
NEW HAMPSHIRE**

**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY**

Response Date: October 9, 2020

4:00 P.M.

**REQUEST FOR PROPOSALS
FOOD SERVICE MANAGEMENT**

October 5, 2020

The Newmarket PUBLIC SCHOOL District is accepting proposals for a FOOD SERVICE MANAGEMENT CONTRACT for the **Newmarket Junior Senior High School** until *4:00 pm* on October 9, 2020. At this time proposals will be opened in the administrative offices located at 186A Main Street Newmarket, NH.

All proposals must be clearly marked on envelope: FOOD SERVICES PROPOSAL – *October 9, 2020* and should be sent to:

Janna Mellon, Business Administrator
Newmarket School District
186A Main Street
Newmarket, NH 03857

Proposals may be submitted up to *4:00 pm* on *October 9, 2020*. Any proposals submitted after that time will be disqualified and returned. Questions concerning the proposal may be directed to Janna Mellon.

Enclosed are our requirements and specifications.

At the time designated by Newmarket Public Schools, all proposals will be opened in the administrative offices located at 186A Main Street, Newmarket, NH, and subsequently evaluated. The Newmarket Public School District reserves the right to reject any and/or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of the contract terms at any time, and to select the bidder who, in the opinion of the District, will meet the best interests of the District, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the district be responsible for the cost of preparing any bid or proposal. The Newmarket Public School District reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interests of the School District.

Thank you for your interest in the Newmarket Public School District.

Sincerely,

Janna Mellon
Business Administrator
Newmarket School District

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SECTION I: Instructions

1.1 Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the FSMC (Food Service Management Company) and the contract will be between the FSMC and Newmarket PUBLIC SCHOOLS.

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the **Newmarket Junior Senior High School**. The Newmarket Public Schools food service program may include any of the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), Child and Adult Care Food Program (CACFP), and/or the Summer Food Service Program (SFSP). The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to; menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of federally donated commodities.

1.2 Response Date and Pre-Bid Conference

A copy of your proposal must be received at the Business Office prior to **4:00 pm on October 16, 2020**. Any proposal enroute, either in the mail or other locations in the School District, will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

1.3 Consideration and Award

The Newmarket PUBLIC SCHOOLS may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. All proposals shall include completed forms as provided by the District on Schedule E. The Newmarket Public School District reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of contract terms at any time, and to select the bidder who, in the opinion of the District, will meet the best interests of the District, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.

1.4 Issuing Office

The Business Office (BO) is the issuing office for this document and all subsequent addenda relating to it.

The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this Request for Proposal (RFP). The RFP is designed to provide interested FSMC's with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The FSMC's are at liberty and are encouraged to expand upon the specification details to evidence service capability under any agreement.

Questions related to any portion of this Request for Proposal should be directed in writing to the business office or sent via fax at (insert fax number). Only written questions will be accepted.

SECTION II – Qualifications

The following conditions must be met at a minimum and addressed in proposals:

- 2.1** The firm must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each contractor along with the sealed proposal.
 - a. Company must be licensed to do business in the state of New Hampshire.
 - b. The interested company must have been doing business for three consecutive years or more with school districts.
 - c. Any successful vendor must be willing to provide a performance bond for the amount of the total budgeted expenses of the food service program, should it be awarded. All bidders must include in their proposal a surety letter from an acceptable bonding or surety company indicating ability to obtain the performance bond.
 - d. Each company shall include financial statements from three operating units that most closely match the characteristics of the district.
 - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- 2.2** The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing; and public relations. The inclusion of model programs in these areas will be advantageous.
- 2.3** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

SECTION III: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives:

- 3.1** To provide an appealing and nutritionally sound school reimbursable meal and a la Carte program for students as economically as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children. All reimbursable lunches, breakfasts, suppers and/or snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.16 and 226.20, FFVP et seq.
- 3.2** To promote nutritional awareness and interface with the District's instructional programs in this area.
- 3.3** Increase participation at all levels of our program by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by aggressive marketing techniques and by a strong emphasis on public relations.
- 3.4** Provide a management staff and structure, which will offer adequate expertise to ensure that the school food program is one of consistent top quality and of positive regard by students, staff and the public.
- 3.5** The District shall establish a formal structure (an advisory board) to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible and to assist the FSMC in menu planning. The FSMC shall participate in this advisory board.
- 3.6** Establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service.
- 3.7** Provide a financial reporting system that meets federal and state requirements.
- 3.8** The FSMC shall be responsible for nutrition education activities, as applicable.

- 3.9 Provide District Administration with monthly operating statements and information regarding the food service program.

SECTION IV –Scope and Purpose

- 4.1 The District shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 210.16(a)(4)
- 4.2 The District shall be entitled to all receipts of the food service program.
- 4.3 All gross income accruing to the District from the food service program shall remain in the program and be deposited by the FSMC into the school cafeteria fund accounts.
- 4.4 The FSMC shall be an independent contractor and not an employee of the District nor are the employees of the FSMC employees of the District.
- 4.5 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program.
- 4.7 The FSMC shall receive for its service an administrative/management fee provided its operation results in a break-even or profitable operation.
- 4.8 The FSMC shall comply with all state, local, and federal laws and regulations, including those requirements and regulations adopted by the Commissioner of Education and the United States Department of Agriculture and any conditions or amendments thereto. (as referenced in 7 CFR Parts 210, 215, 220, 245, 250 and FNS Instruction and Policy)
- 4.9 The District shall ensure that the food service operation is in conformance with the SFA's agreement under the program.
- 4.10 The District shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation; and retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- 4.11 The District shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
- 4.12 The SAU/Business Office will determine the Debarment and Suspension status of an applying company by: (SAU choose one below)
- Checking the Excluded Parties List System (EPLS) (www.epls.gov/epli/search.doc)
 - Collecting a Debarment, Suspension, Ineligibility and Voluntary Exclusion certification (The SAU Office requires a new certificate for each subsequent renewal period.)
 - Include a Debarment Suspension clause in the contract as referenced in 7 CFR 3017.3.
- 4.13 The FSMC shall adhere to the Equal Employment Opportunity Act, as referenced in Part 3016.36(i).

SECTION V – Specifications

- 5.1 The District participates in the United States Department of Agriculture (USDA) National School Lunch Program. Commodity Food Program is available for use in the lunch program and it is the intent of the District that such items be included in the menus to the greatest extent possible.
- 5.2 It is required that the food service program will be self-supporting and a no-cost operation for the District, shall meet all requirements of the National School Lunch and School Breakfast Programs (list additional programs to be covered by the contract *such as Child and Adult Care Food Program, Summer Food Service Program, Special Milk Program, Fresh Fruit and Vegetable Program, etc.*) of the United States Department of Agriculture, and any other requirements promulgated by the state of New Hampshire, FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP, on-site costs, all food costs, value of commodities used and management fee. **If total FSMC costs exceed total revenue on an annual basis, the management fee portion of the total administrative/management fee shall**

be reduced by the amount of the overrun, and the FSMC shall be responsible for all operational losses exceeding the amount of its fee as well.

- 5.3** The contractor shall submit a budget to the Business Manager in March of each year, earlier if requested, to be used by the District in its budget process and to demonstrate its theoretical ability to meet the above requirement to be self-supporting. Meal prices shall be approved by the District. **The District shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.**

SECTION VI – Equipment

- 6.1** The District shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC. The District shall not be responsible for loss or damage to equipment owned by the FSMC and located on the District premises. The FSMC shall notify the District of any equipment belonging to the contractor on District premises within ten (10) days of its placement on the District premises.
- 6.2** The District will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 6.3** The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.
- 6.4** All food preparation and serving equipment owned by the District shall remain on the premises of the District.
- 6.5** The FSMC shall recommend to the District the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.
- 6.6** The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, rules and regulations of Federal, State and local authorities.
- 6.7** The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.

SECTION VII – Facilities

- 7.1** The District shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 7.2** The District shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The District is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 7.3** The District may request additional food service programs from the FSMC, including at the discretion of the District, the provision of meals to other non-profit organizations under the NSLP, SBP, CACFP and/or SFSP.
- 7.4** The District retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the District may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the District approves the use of the facilities for extracurricular activities before or after the District's regularly scheduled meal periods, the District shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- 7.5** The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

SECTION VIII – Sanitation and Safety

- 8.1 The District shall remove all garbage and trash from the designated areas. The FSMC shall place garbage and trash in appropriate containers in the designated areas. The FSMC shall cooperate in the District recycling program.
- 8.2 The District shall be responsible for cleaning of ducts and hoods, and floors in the dining, serving and kitchen areas, walls ceilings, and light fixtures; also, the tables and chairs in the cafeteria/dining area. The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 8.3 The District shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 8.4 The FSMC shall comply with all Federal, State, and Local sanitation requirements in the preparation and service of food.
- 8.5 The FSMC shall maintain safety programs for employees as required by Federal, State, and Local authorities, including the FSMC's corporate policies.
- 8.6 The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 8.7 The District shall maintain all applicable health certifications and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA facility.
- 8.8 The FSMC shall maintain all applicable State and/or local health certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 8.9 The District shall be responsible for remedying any matter listed on a health inspection corrective action for the SFA facility.

SECTION IX – Employees

- 9.1 The FSMC shall provide all employees and establish schedules, wage rates, and benefit programs. It is expressly understood that all presently employed food service employees will be given the opportunity to interview for positions within the District as employees of the FSMC.
- 9.2 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the District, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all employees. All food service employees shall comply with all rules of the District.
- 9.3 The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law, including the Contract Work Hours and Safety Standards Act, Part 3016.36(i). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 9.4 The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto. The FSMC shall assure the Newmarket Public School District that it is an Equal Opportunity Employer and does not discriminate on the basis USDA protected classes or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.
- 9.5 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 9.6 The FSMC must provide a resident Food Service Director who will be approved by the contracting school authority and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the school lunch program. The Director shall be available to meet with principals, students, and staff to determine ways to improve

the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed.

- 9.7 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by District from time to time and which are furnished in writing to the FSMC.
- 9.8 The FSMC shall ensure that all food service employees comply with the rules of the New Hampshire Department of Education regarding fingerprinting and criminal background checks.
- 9.9 The FSMC shall ensure that all food service employees are in compliance with USDA Professional Standards.
- 9.10 The District shall ensure that all FSMC food service employees are in compliance with USDA Professional Standards. In addition, the District shall ensure that all District food service and non-food service employees that work within the meals program are in compliance with USDA Professional Standards.

SECTION X – Free and Reduced Lunch Policy

- 10.1 The written policy of the School Authority Unit SAU/District requiring feeding of students who qualify for free or reduced price lunches, shall apply to the FSMC's food service operation. The policy is on file in the SAU/District Office. The SAU/District shall be responsible for the implementation of this policy.
- 10.2 The District will be responsible for implementing policies covering free and reduced price meals and milk programs for those students designated by the contracting authority as meeting Federal and State agency requirements for those programs. The FSMC shall be responsible for following these policies. All such meals shall be served and accounted for in a manner approved by the contracting authority so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.

SECTION XI – Meals – Portions, Planning, and Purchasing

- 11.1 The FSMC shall recommend meal prices for approval by the SAU/District. The FSMC shall not alter the prices once approved without prior notice and approval by the SAU Business Office.
- 11.2 The District will provide a twenty-one (21) day cycle menu and a Daily Menu Pattern for the schools involved. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the Business Office (BO) and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 11.3 The FSMC shall provide, upon request by the District/School/BO, any replacement menus to be reviewed by a school lunch committee.
- 11.4 The District shall provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210. Specifications shall cover items such as grade, purchase, units, style, condition, weight, ingredients, formulations and delivery time. The minimum procurement standards must be followed, per 2 CFR 200.319. The FSMC shall adhere to these specifications.
- 11.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the National School Lunch Program. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2020-2021-Schedule C**).
- 11.6 The FSMC may offer a choice of reimbursable meal pattern breakfasts or lunches or other meals and shall provide specified types of service as listed in Schedule D. The meals must adhere to the USDA meal pattern requirements.
- 11.7 The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 11.8 The FSMC shall provide condiments and utensils as needed.
- 11.9 The FSMC shall use the school facilities for the preparation of food to be served in the designated attendance areas.

- 11.10 The FSMC shall provide the method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- 11.11 The FSMC shall provide a breakdown of both Administrative Fees and Management Fees.
- 11.12 The FSMC shall provide a basis for fee adjustments.
- 11.13 If the FSMC is to make the purchases for a cost-reimbursable contract, the prices that the FSMC charges the District must be reasonable and necessary.
- 11.14 The FSMC shall comply with the Buy American provision **as referenced in** 7 CFR Part 250.
- 11.15 All reimbursable lunches, breakfasts and/or snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.16 and 226.20, et seq.
- 11.16 The FSMC agrees to provide the CACFP Meals [X] Inclusive of Milk at a set, identified price per meal type and agrees to [X] Deliver Meals at an agreed upon time. The Meals shall be made available [X] Unitized. Contractor may not subcontract for the total meal, with or without milk, or for the assembly of the meal, per 7 CFR 226.21(e).
- 11.17 The FSMC agrees to provide the SFSP Meals [X] Inclusive at a set, identified price per meal type and agrees to [X] Deliver Meals at an agreed upon time. The Meals shall be made available [X] Unitized. Contractor may not subcontract for the total meal, with or without milk, or for the assembly of the meal, per 7 CFR 225.6(h)(2)(ii).

SECTION XII – Federally Donated Commodities

- 12.1 All federally donated commodities received by the District and made available to the FSMC shall accrue only to the benefit of the District's non-profit school food service program and shall be used therein.
- 12.2 The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern meals.
- 12.3 The FSMC shall select, accept and use in as large quantities as may be used in school's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the school.
- 12.4 Title of products purchased or processed using federally donated commodities must remain within the District. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the school as a food cost.
- 12.5 The FSMC shall not use any USDA donated foods for special functions conducted outside the nonprofit school food service (e.g., catered meals).
- 12.6 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
- 12.7 Additional contract required language as a result of the Final Rule effective November 6, 2008, **as referenced in** 7 CFR 250 Management of Donated Foods in Child Nutrition Programs,
 - a. Contract Requirements and Procurement
 - i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
 - ii. The FSMC will provide the following services in relation to commodity foods:
 - 1. Preparing and serving meals
 - 2. Ordering or selection of donated foods, in coordination with the recipient agency **as referenced in** 7 CFR 250.52
 - 3. Storage and inventory management of donated foods **as referenced in** 7 CFR 250.52
 - 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, **as referenced in** subpart C of 7 CFR 250

b. Crediting for, and use of, donated foods

- i. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).
 1. Including the value of donated foods contained in processed end products if the food service management company's contract requires the food service management company to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
- ii. The FSMC will credit for donated foods by disclosure, i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall only bill the recipient agency for net allowable costs.
 1. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents
- iii. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency food service.
- iv. 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 District's food service.
- v. The FSMC shall assure that the procurement of processed end products on behalf of the District, as applicable, will comply with the requirements in subpart C of 7 CFR Part 250 and with the provisions of distributing or District's processing agreements and will credit the District for the value of donated foods contained in such end products at the processing agreement value.

c. Storage and inventory management of donated foods

- i. The FSMC must meet the general requirements **as referenced in 7 CFR 250.14(b)** for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
- ii. If the contract terminates, and is not extended or renewed, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
- iii. The recipient agency must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The FSMC shall cooperate in this endeavor.

d. Required contract provisions that must also be included in the RFP

- i. A statement that 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, and including the value of donated foods contained in processed end products, in accordance with the contingencies **as referenced in** 7 CFR 250.51(a).
 - ii. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
 - iii. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
 - iv. The FSMC will ensure compliance with the requirements **as referenced in** subpart C of 7 CFR part 250 and with the provisions of the distributing and or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
 - v. The FSMC will ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required **as referenced in** subpart C of 7 CFR 250.
 - vi. 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 management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
 - vii. The FSMC shall maintain records to document its compliance **as referenced in** 7 CFR 250.54(b).
 - viii. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.
- e. Recordkeeping and reviews
- i. The FSMC must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
 - 1. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
 - 2. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements **as referenced in** 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
 - 3. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
 - ii. The recipient agency must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, **as referenced in** 7 CFR parts 210, 225, or 226, as applicable.

- iii. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products.

SECTION XIII – Food Inventory, Storage, and Procurement

- 13.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The District retains the right to verify these standards.
- 13.2 Ownership of beginning and ending inventory of food and supplies shall remain with the school. Ownership of all USDA commodities shall also remain with the school as required by regulations.
- 13.3 The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with District's agreement with the Office of Donated Foods.
- 13.4 The FSMC and the SAU/BO shall inventory the equipment and commodities owned by the SAU/District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and food items.
- 13.5 The FSMC shall provide their written Code of Conduct to the SAU.
- 13.6 The FSMC shall provide their written Procurement Procedures to the SAU.

SECTION XIV – Financial Accounting, Reporting Systems and Records

- 14.1 The FSMC shall assume accountability and responsibility for:
 - (1) Daily bookkeeping and recording functions, including State and Federal reimbursement
 - (2) Weekly Profit and Loss Statements
 - (3) Monthly Profit and Loss Statements
 - (4) Annual Budgeting
 - (5) Perpetual Inventory – Costs and Controls
 - (6) Preparation of records for annual audit by District
- 14.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and Federal agencies and maintain such records, as the BO will need to support its claims for reimbursement under the Child Nutrition Program. The BO shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement.
- 14.3 The FSMC will provide monthly and other reports to the SAU/BO, which describe operating costs, meals per labor hour, meals served, etc.
- 14.4 The FSMC shall bill the SAU/BO for the actual direct costs of operation incurred at the close of each month of program operation. **Such current payments will only be made to the extent a balance is available in the food service accounts.**
- 14.5 The District shall make payment within ten (14) days to the FSMC for the direct costs of operation plus management fee, after submission of an invoice.
- 14.6 The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- 14.7 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the BO will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the BO no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the district. The FSMC shall provide the BO with a year-end statement.
- 14.8 The SAU shall designate by name and title the employee whose responsibility it shall be to supervise and financially oversee the related operations of the FSMC. The monitoring shall be performed annually, and at the expense of the schools affected.

- 14.9 Books and records of the FSMC pertaining to the school feeding operations shall be available at the District for a period of three (3) years plus the current year from the end of the fiscal year to which they pertain, for inspection and audit by either Federal, State, or Local representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 14.10 No payment shall be made for meals that are spoiled or unwholesome at time of delivery or do not otherwise meet the requirements of the contract. The BO will establish a reporting mechanism for record keeping of credits, if applicable.
- 14.11 Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
- 14.12 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The frequency of reporting this information is subject to negotiation, monthly reports are preferred, but no less frequently than annually. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, The State agency, or the USDA.
- 14.13 The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the District's period of liability.
- 14.14 The FSMC shall identify the location where the records pertaining to the District shall be maintained while the contract is in effect, as well as for the required retention period.
- 14.15 The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation, including contracts between the FSMC and their vendors, upon request to the school food authority, the State agency, or the Department.
- 14.16 The District shall maintain a non-profit school food service and observe the requirements for, and limitations on, the use of non-profit school food service revenues, as set forth in 7 CFR 210.14 and the limitations on any competitive school food service, as set forth in 7 CFR 210.11, as referenced in 7 CFR 210.9(b)(1).
- 14.17 The FSMC must provide the information and supporting documentation that the District will use to complete the Non-Program Food Revenue Tool.

SECTION XV – Licenses, Fees, Taxes

- 15.1 The BO shall obtain and post all applicable health permits for its facilities and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 15.2 The FSMC shall comply with all health and safety regulations required by Federal, State or Local law and shall have State or local health certification for any facility outside the schools in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 15.3 The FSMC shall comply with all building rules and regulations.

SECTION XVI – Performance & Proposal Bond

- 16.1 As a condition to entry into this contract, the successful vendor shall provide to the District a performance bond equaling the budgeted expenses of the program. This performance bond will guarantee the vendor's faithful performance.
- 16.2 All bidders shall provide a surety letter from an acceptable bonding or surety company (company must be listed in the most recent US Department of Treasury Circular 570) indicating ability to obtain the performance bond. For the successful contractor, the performance bond is required annually, in each year of the contract, to be submitted to the Business Office no later than July 15th, each year.

SECTION XVII –Insurance

The FSMC shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Hampshire with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

- 17.1 Comprehensive General Liability (\$1,000,000 Combined Single Limit) – includes coverage for:
Premises-Operations
Products/Completed Operations
Contractual Insurance
Broad Form Property Damage
Independent Contractors
Personal Injury
Employee Dishonesty
Sexual molestation, assault and misconduct
- 17.2 Automobile Liability - \$1,000,000 combined Single Limit
- 17.3 Worker's Compensation and Employer's Liability
1. Worker's compensation – Statutory
 2. Employer's Liability - \$500,000
- 17.4 The Newmarket School District shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.
- 17.5 The contract of insurance shall provide for notice to the SAU/BO of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- 17.6 The FSMC shall defend, save harmless and indemnify the Newmarket School District, its Board, officers, agents, employees, volunteers, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request For Proposal, and Purchase, Lease/Purchase or Contract Agreements. In addition, the FSMC agrees to indemnify and hold harmless the Newmarket School District, its Board, its members, employees, officers, volunteers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the District, its Board, its members, officers, employees, volunteers or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

SECTION XVIII – Contract Term, Renewal and Termination

- 18.1 The Contract will be for the 10 month period (beginning October 2020 and ending June 30, 2021) **with no renewal options**. The Contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other.
- 18.2 Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the SAU as described herein.
- 18.3 The Contract shall become effective after December 1, 2020 and terminate on June 30, 2021. The Contract may be extended by the District and the FSMC under the rules and regulations prescribed

by the Commissioner of Education and Federal regulations, as prescribed by the United States Department of Agriculture.

- 18.4 The SAU or the FSMC may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.
- 18.5 Neither the FSMC nor the SAU shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, pandemics, act of God, or any acts not within the control of either the FSMC or the SAU/District/school, and which by the exercise of due diligence it is unable to prevent.
- 18.6 The Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 18.7 Recovery of prior year FSMC unreimbursed amounts from current year Food Service Program surpluses is not allowed.
- 18.8 The District will maintain contract provisions that allow for administrative, contractual or legal remedies in instances where the FSMC violates or breaches contract terms, and providing for such sanctions and penalties as may be appropriate. (exception: small purchases)
- 18.9 Termination Without Cause. The District may terminate the agreement without cause. The party terminating the agreement without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the agreement without cause. The District's sole liability upon termination shall be payment to FSMC for services performed by FSMC up to the date of termination.

SECTION XIX – Special and General Conditions

- 19.1 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this Request for Proposal. The RFP is incorporated and made a part of the Contract. In the event of a conflict between the terms of the Contract and the RFP, the terms of the Contract shall prevail.
- 19.2 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the State of New Hampshire, and the local Department of Health. The FSMC will comply with the rules and regulations as set up by the SAU and with State and/or Town Laws, etc., covering and controlling food services at the facilities.
- 19.3 The FSMC must examine kitchens, cafeterias, receiving and storing areas where services are to be provided. Inspections of the sites should be arranged through the SAU/BO.
- 19.4 The FSMC shall provide catering service, at mutually agreed upon prices, for District functions when requested.
- 19.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SAU with the final decision as to the alterations, changes or improvements reserved solely for the school/s.
- 19.6 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 19.7 The FSMC shall adhere to the Energy Policy and Conservation Act, **as referenced in Part 3016.36(i)**.

SECTION XX – Acceptance of Proposals and Awards

It is the intent of the District to accept the proposal that will best promote the public interest and is most advantageous to the District. The following criteria will be used in evaluating all proposals:

- 20.1 The quality of food service program and service to be provided. Shall include but not be limited to the twenty-one (21) day menu and menu format.
- 20.2 The demonstrated ability and experience of the FSMC to perform under the terms and conditions of the RFP.

- 20.3** Concepts of service and programs offered by the FSMC that will complement and enhance the school food service program.
- 20.4** The financial stability of the FSMC.
- 20.5** Corporate capability and experience. We will consider the corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of districts served, client retention and satisfaction, and references.
- 20.6** The qualifications and experience of the FSMC management personnel that are to be assigned to the public schools including resumes.
- 20.7** The FSMC demonstration of having a complete understanding of the District's Food Service Program and its service requirements.
- 20.8** Evidence of training programs for both management and hourly food service employees.
- 20.9** Evidence of a Nutrition Education/Awareness Program.
- 20.10** Evidence of a comprehensive food handling, housekeeping and sanitation program.
- 20.11** Evidence of an on-site, computerized accountability system, including inventory.
- 20.12** Proposed labor staffing patterns.
- 20.13** A marketing program including advertising, promotional and communications segments.
- 20.14** Budgets, financial proformas, including price and portion lists, catering prices and adult meal prices.
- 20.15** Merchandising and presentation programs.
- 20.16** Presentation of three to five year plan for facility and equipment renovation upgrade and reimagizing.

The FSMC must submit with its proposal information regarding the above criteria.

SECTION XXI – PROPOSAL FORMAT AND CONTENTS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must address the following:

21.1 The Letter of Transmittal should include:

- 1) An introduction of the FSMC Company.
- 2) The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the RFP.
- 3) An expression of the FSMC's ability and desire to meet the requirements of the RFP.
- 4) Any other information not appropriately contained in the proposal itself should also be included.

21.2 Provide an Executive Summary which:

- 1) Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
- 2) Indicates any requirements that cannot be met by the FSMC.
- 3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.
- 4) Details the financial parameters of the program.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

21.3 Experience, References and Service Capability

- 1) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
- 2) Include a list of similar operations and locations where you are operating school district food service programs (a minimum of three (3) required). List name and phone number of the district manager capable of commenting on your firm's performance. Also include a list of lost accounts and the reason for such during the last five years.
- 3) Include a resume or listing of your requirements for the proposed Resident Food Service Director for the District.
- 4) Include the resume and background of person who will supervise the work of the Resident FSMC and how your company will ensure the best performance.
- 5) Include a table of company organization and a plan for the management, supervision and staffing proposed under this contract.
- 6) Describe your company's plan to recruit and retain qualified personnel, including (but not limited to) bonuses, awards, and/or contests, incentives, etc.
- 7) Company organization including all positions that are non-school based.

21.4 Financial Condition

Provide data to indicate the financial condition of the company. Provide an audited financial statement for the last three (3) years.

21.5 Accounting and Reporting Systems

(a) Describe complete accounting procedures you would use for:

1. Inventory Control
2. Method of recording, checking and reporting sales
3. Internal control of cash handling
4. Internal audit systems
5. All regular accounting forms used with detailed explanations
6. All regular reports used with detailed explanations

(b) Provide examples of the reports you will provide the SAU and the frequency of each. List other assistance you will provide the District (and costs, if extra).

21.6 Personnel Management and Training

- a) Describe your company's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff at your other sites?
- b) Describe training and development programs you will provide for employees and management personnel.
- c) Explain how your firm attempts to improve employee morale and reduce turnover.
- d) Explain how your firm attempts to improve employee evaluation (include forms) and disciplinary action methods.
- e) Description of proposed benefits package for employees.
- f) Describe what company employee is responsible for assuring that nutritional requirements are met.

21.7 Innovation and Promotion of the School Lunch Program

- a) How would your lunch program in the school/s differ from current operations? Describe the costs and benefits of your proposed changes.
- b) Describe how you would implement changes. Include a staffing model if different from current staffing.
- c) How would you involve employees to use their expertise and experience in making future innovations?
- d) Provide examples of intended service and merchandising programs.
- e) What is your philosophy regarding promotion (increasing awareness and participation) of the school lunch program? How would you implement this philosophy in effected schools?

21.8 Involvement of Students, Staff and Patrons

What is your philosophy and plan regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.? Give examples, by client, of your efforts and results.

21.9 Menu Selection Use of Commodities, Food Quality and Portion Size

- a) Describe your philosophy for each of the following:
 - 1. Menu selection (include menus you will implement)
 - 2. Use of commodity food
 - 3. Food Quality
 - 4. Portion Quantities
- b) Actual menus to be implemented.
- c) Provide a listing of a la carte items and proposed prices.

21.10 Cost Information

- a) List and describe any and all costs to the school/s for any management fees to be charged, flat rate or on a per meal basis, for profit, overhead and other off-site costs not otherwise paid by the school/s.
- b) If consulting services are not covered in management fees, list those services along with the extra charges.
- c) List payment terms and arrangements.
- d) Complete budgeted financial forms provided in Schedule E and make sure a summary of the following is included.
 - 1. Financial Budget Projections
 - 2. Income Summary
 - 3. Labor cost summary: Management/Administrative/Clerical
 - 4. Individual School Labor Cost Summary
 - 5. Miscellaneous Expense Summary

21.11 Performance & Proposal Bond

Provide a surety letter of intent or equal from a bonding company which demonstrates your company's ability to acquire a performance bond for the amount of the contract should it be awarded.

- a) **While negotiating contract terms is acceptable, potential contractors are not permitted to draft contract terms and conditions. Per USDA guidance this position is consistent with Sections as referenced in 3016.36(b) and 3016.60(b).**

21.12 Submission of Proposal

- a) Portions of the proposal shall be submitted on the blank financial forms provided by the SAU BO.
- b) Clarification of interpretation must be made to the District prior to submission of a proposal.
- c) Please submit five (5) copies of the proposal.

SECTION XXII – EVALUATION OF PROPOSALS

22.1 Proposal Evaluation Criteria

- A. Proposal will be evaluated by a committee against the following criteria with assigned weights as indicated. Each area of the evaluation should be addressed in detail in the proposal.

<u>Weight</u>	<u>Criteria</u>
20 points	Budget
10 points	Experience, References and Service Capability
5 points	Accounting and Reporting Systems
10 points	Financial Condition
10 points	Personnel Management and Training
10 points	Innovation, Promotion, Marketing and Merchandising of the School Lunch Program
5 points	Involvement of Student, Staff, Patrons and the community
10 points	Menus, Concepts of Service, Commodities, Food Quality & Portion Size
5 points	Recommended Staffing
5 points	Clear Methodology on Return of Discounts, Rebates & Credits
5 points	Code of Conduct
5 points	Procurement Procedures

22.2 Oral Presentation

An oral presentation by an FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the BO subsequent to the receipt of proposals and prior to the award.

22.3 Proprietary Information

The FSMC's are requested to mark any specific information contained in their proposal, which is not to be disclosed to the public, or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

22.3 Site Visits to Proposers

Site visits to FSMC sites will be scheduled as required.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a

nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

SCHEDULE A
COST RESPONSIBILITY SURVEY

FOOD	FSMC	DISTRICT
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoice	X	
USDA Administrative Charges	X	
USDA Processing Charges	X	
USDA Delivery Charges	X	
LABOR/DISTRICT	FSMC	
	EMPLOYEES	
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employee	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
Workers' Compensation for Hourly Employees	X	
ADDITIONAL ITEMS		
China/Silver/Glassware – Original Purchase to Inventory Level Required for Operation		XX
China/Silver/Glassware – Replacement During Operation	X	
Telephone – Local	X	
Telephone – Long Distance	X	
Removal of Trash and Garbage from Kitchen		XX
Removal of Trash and Garbage from Premises		XX
Replacement of Expendable Equipment (Pots, Pans, etc.)	X	
Replacement of Non-Expendable Equipment		XX
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		XX
Uniforms	X	
Ticket Printing	X	
Local Travel (Intra-School and Banking Reimbursement)	X	

**SCHEDULE A
COST RESPONSIBILITY SURVEY**

SUPPLIES	FSMC	DISTRICT
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest control		XX
Utilities		XX
 CLEANING		
Ceiling, Light Fixtures and Fans		XX
Dishwashing	X	
Equipment		X
Hoods		XX
Floors		XX
Rest Rooms		XX
Vent from Hoods to Outside		XX
Walls		XX
Kitchen/Serving Area Equipment	X	
Cafeteria/Serving Area Equipment		XX
Dining Area/Tables and Chairs		XX

SCHEDULE B
PROCUREMENT SPECIFICATIONS

MINIMUM REQUIREMENTS

Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruit & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be Manufacturer's dated for freshness
Milk	Grade A
Ice Cream	Grade A

SCHEDULE C
PRICE LIST 2020 – 2021

Middle School/High School

Breakfast	\$1.50
Breakfast-Reduced	\$ 0
Lunch Price	\$3.15
Reduced Lunch	\$.40
Milk	\$.50

Adults

Lunch Price	\$4.00
-------------	--------

SCHEDULE D
ENROLLMENT/SERVING TIMES

Lunch, milk and snack food will be provided in accordance with the terms and conditions of the food service specification at the following locations (both groups are in the same building):

PROJECTED SCHOOL NAME	ENROLLMENT	SERVING TIMES
Middle School	212	Breakfast 8:00 am - 8:15 am Lunch 11:15-11:45 am
High School	287	HS downstairs 10:55 -11:25 HS upstairs 12 - 12:30

Note: **Currently, meals are only served Monday-Thursday due to COVID-19. Meals must be delivered to classrooms due to COVID-19.** The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule such as early dismissal days, professional development days, school assembly days, or any other situation that may disrupt normal meal serving times.

SCHEDULE E
FINANCIAL SCHEDULES
OPERATING STATEMENT

(Expand Operating Statement to include all applicable programs.)

PROJECTED REVENUE

Cafeteria Sales: (Lunch)

Student Paid Meals:

_____ Middle School @ \$ _____ = \$ _____

_____ High School @ \$ _____ = \$ _____

Student Reduced Price: _____ @ \$.40 = \$ _____

Student A la Carte:

Student Lunches: _____ @ \$ _____ = \$ _____

Adult A la Carte:

Adult Lunches: _____ @ \$ _____ = \$ _____

Cafeteria Sales: (Breakfast)

Student Paid Meals:

_____ Middle School @ \$ _____ = \$ _____

_____ High School @ \$ _____ = \$ _____

Student Reduced Price _____ @ \$.00 = \$ _____

Special Functions:

Bank Interest: \$ _____

Other Income: \$ _____

Other Income: \$ _____

Subtotal Sales \$ _____ (A)

Anticipated Reimbursement Federal & State: (Lunch)

_____ Paid Meals @ \$ _____ = \$ _____

_____ Reduced Price @ \$.40 = \$ _____

_____ Free @ \$ _____ = \$ _____

Subtotal Lunch Reimbursement \$ _____ (B)

Anticipated Reimbursement Federal & State: (Breakfast)

_____ Paid Meals @ \$ _____ = \$ _____

_____ Reduced Price @ \$.30 = \$ _____

_____ Free @ \$ _____ = \$ _____

Subtotal Breakfast Reimbursement \$ _____ (C)

Total Income (A+B+C) \$ _____

**Schedule E (cont.)
PROJECTED EXPENSES**

Food

Student Lunches	_____	Meals @ \$_____ =	\$_____
Student Breakfast	_____	Meals @ \$_____ =	\$_____
Adult Lunches	_____	Meals @ \$_____ =	\$_____
Employee Lunches	_____	Meals @ \$_____ =	\$_____
A la Carte			\$_____
Special Functions			\$_____
USDA Processing Charges			\$_____
USDA Commodity Value			\$ (_____)

Net Food Cost \$_____ (D)

LABOR

Hourly Wages: (Employee schedules, work hours and rates of pay must be attached.)

Administration/Clerical		\$_____
Food Service Workers		\$_____
Other: _____		\$_____
Other: _____		\$_____

Salaries: (Employee schedules, work hours and rates of pay must be attached.)

Management		\$_____
Other: _____		\$_____
Total Labor Expenses		\$_____ (E)

Other Payroll Costs:

Employee Fringe Benefits		\$_____
--------------------------	--	---------

OTHER EXPENSES

Auto Allowance		\$_____
Cafeteria Supplies (paper, cleaning, etc.)		\$_____
Commodity Delivery		\$_____
General support and administrative expense		\$_____
Depreciation		\$_____
Equipment Rental		\$_____
Insurance		\$_____
Menu/Ticket Printing		\$_____
Office Supplies		\$_____
Performance Bond		\$_____
Physicals		\$_____
Promotions		\$_____
Replacements		\$_____
Stationery/Postage		\$_____
Telephone		\$_____
Uniforms/Laundry		\$_____
Manuals		\$_____
Miscellaneous		\$_____
Other: _____		\$_____
Other: _____		\$_____
Other: _____		\$_____
Total Other Expenses		\$_____ (F)

MANAGEMENT FEE

Flat Rate \$ _____(G)

OR

Cents Per Meal (Complete Calculation Below) \$ _____(G)

Cents Per Meal Calculation:

*Student Annualized Meals _____ @ \$ _____ =**Total Management Fee** \$ _____

Total number of reimbursable meals _____

**Annualized A la Carte

Meal Equivalent = The total \$ value of a la carte and Adult meals divided by the
(Current free lunch reimbursement rate + per meal commodity foods reimbursement)
= _____

EXPENSE TOTAL \$ _____
(D+E+F+G)

PROFIT/LOSS (SUBSIDY) \$ _____

*Student Annualized Meals = the number of Reimbursable meals + ((the \$ amount of adult and a la carte sales) divided by (the Current free lunch reimbursement rate + the per meal commodity foods reimbursement)).

**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity foods reimbursement rate.

SUMMARY

- | | |
|----------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Projected annual subsidy by board not to exceed the amount of | \$ _____ |
| 2. Are labor cuts anticipated/factored into this proposal? | YES NO |
| 3. Is the price of the student lunch increased? | YES NO |
| 4. Are the prices for Ala Carte items changed? | YES NO |
| 5. Have you made a physical inspection of all school facilities and found all facilities and equipment to be satisfactory? | YES NO |
| 6. Identify any clauses or conditions that would change the bottom line. | |
| 7. Identify and include a prioritized listing of any major new equipment you feel is desirable for this contract. | |
| 8. What would you suggest in dealing with competitive food sales through school stores? | |

State the percent and amount of increase in the management and administrative fees or indicate if your company chooses to use the Consumer Price Index:

CPI _____ (yes or no)

If no then fill out the following:

Year 2	_____ %	\$ _____
Year 3	_____ %	\$ _____
Year 4	_____ %	\$ _____
Year 5	_____ %	\$ _____

ADMINISTRATIVE FEE

Flat Rate \$ _____(H)

OR

Cents Per Meal (Complete Calculation Below) \$ _____(H)

Cents Per Meal Calculation:

*Student Annualized Meals _____ @ \$ _____ =**Total Administrative Fee** \$ _____

Total number of reimbursable meals _____

**Annualized A la Carte

Meal Equivalent = The total \$ value of a la carte and Adult meals divided by the
(Current free lunch reimbursement rate + per meal commodity foods reimbursement)
= _____

EXPENSE TOTAL \$ _____
(D+E+F+G+H)

PROFIT/LOSS (SUBSIDY) \$ _____

*Student Annualized Meals = the number of Reimbursable meals + ((the \$ amount of adult and a la carte sales) divided by (the Current free lunch reimbursement rate + the per meal commodity foods reimbursement)).

**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity foods reimbursement rate.

SUMMARY

- | | |
|-----------------------------------------------------------------------------------------------------------------------------|----------|
| 9. Projected annual subsidy by board not to exceed the amount of | \$ _____ |
| 10. Are labor cuts anticipated/factored into this proposal? | YES NO |
| 11. Is the price of the student lunch increased? | YES NO |
| 12. Are the prices for Ala Carte items changed? | YES NO |
| 13. Have you made a physical inspection of all school facilities and found all facilities and equipment to be satisfactory? | YES NO |
| 14. Identify any clauses or conditions that would change the bottom line. | |
| 15. Identify and include a prioritized listing of any major new equipment you feel is desirable for this contract. | |
| 16. What would you suggest in dealing with competitive food sales through school stores? | |

State the percent and amount of increase in the management and administrative fees or indicate if your company chooses to use the Consumer Price Index:

CPI _____ (yes or no)

If no then fill out the following:

Year 2	_____ %	\$ _____
Year 3	_____ %	\$ _____
Year 4	_____ %	\$ _____
Year 5	_____ %	\$ _____

REIMBURSEMENTS RATES TO BE USED BY ALL FSMC'S
SCHEDULE F

The following are the reimbursement rates to be used in completing Schedule E:

1. Federal Reimbursement Rates (Reimbursable Meals):

Lunch

Full Price (Paid) - @ - \$ _____

Reduced - @ - \$ _____

Free - @ - \$ _____

2. State Reimbursement Rates (Reimbursable Meals):

Lunch

All Meals [State Match Payments (*includes free, reduced-price and paid reimbursable meals*)]

@ - \$ _____

3. Commodity Entitlement

Per Reimbursable Meal @ - \$ _____

ADDENDUMS

Non - Collusive Statement
Food Service Program
Public Schools

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.

Typed or printed name of signator

Typed or printed name of person authorized to submit this proposal

Signature of person authorized to submit this proposal

Title

Date

Resolve that _____ be authorized to sign and
(name)

submit the proposal of this corporation _____ for the Food Service
(name)

Management Program at the (name of the school/s) Public Schools.

Certificate of Independent Price Determination

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

Name of Food Service Management Company

Name of School Food Authority

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

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

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

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

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

Signature of 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, which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's Authorized Representative	Title	Date
----------------------------------------------------------------	-------	------

Note: Accepting a bidder's offer does not constitute award of the contract.

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Printed Name/Title of Submitting Official

Signature of Submitting Official

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Addendum D

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

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

Authorized for Local Reproduction Standard Form - LLL

SF-LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
SF-LLL-A**

Reporting entity: _____ Page _____ of _____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all 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 date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any **one** of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp> . There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Appendix E – Debarment/Suspension

CLEAN AIR AND WATER CERTIFICATE

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

(NAME OF FOOD SERVICE MANAGEMENT COMPANY)

(NAME OF SCHOOL FOOD AUTHORITY)

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

SIGNATURE OF SCHOOL FOOD AUTHORITY'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

S A M P L E
ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

_____ agrees to comply with the
Food Service Management Company (FSMC)

Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For (Name of FSMC)

For the Board of Education

Signature

Signature

Title

Title

Date

Date