**CHILD NUTRITION PROGRAMS**

**FOOD SERVICE MANAGEMENT COMPANY REQUEST FOR PROPOSAL and CONTRACT**



**School District: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Local Education Agency (LEA) Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ARKANSAS DEPARTMENT OF EDUCATION**

**Child Nutrition Unit**

**SY 2019-2020**

Any change in wording of the Request for Proposal prototype contract without express written permission by Arkansas Department of Education, Child Nutrition Unit (ADE CNU) is strictly prohibited.

Findings or violations related to any change in wording without ADE CNU written permission will subject the School Food Authority (SFA) and any vendor to removal of the State Agency approval of the Request for Proposal prototype contract and void an existing or proposed contract.

“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.

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To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf), (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:

mail:

* U.S. Department of Agriculture
  + Office of the Assistant Secretary for Civil Rights
  + 1400 Independence Avenue, SW
  + Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.”

*Last Published 8/26/2015*

**ARKANSAS DEPARTMENT OF EDUCATION**

**Child Nutrition Programs**

**School Food Authority (District)**

**INSTRUCTIONS FOR COMPLETING THE FOOD SERVICE MANAGEMENT COMPANY REQUEST FOR PROPOSAL AND CONTRACT**

\_\_\_\_\_\_\_ Page 1, Cover Page: Insert school district name and district local education (LEA) number

\_\_\_\_\_\_\_ Page 11, Item A: Insert name of school district. Check all objectives that apply.

\_\_\_\_\_\_\_ Page 11, Item B: Code of Conduct

\_\_\_\_\_\_\_\_Page 12, Item C: ……………………. Insert date, time, and place of pre-proposal conference. Indicate whether attendance is required, and if vendor presentations will be scheduled at this time. Complete fax number/e-mail address, time, and date for questions to be submitted by FSMC.

\_\_\_\_\_\_\_ Page 12, Item C.3: Insert time and date for site tour. Insert the maximum number of attendees to which the FSMC is limited.

\_\_\_\_\_\_\_ Page 12-14, Item D: SFA may choose any or all of the parts of the FSMC presentation. If any section is not desired, mark through it.

\_\_\_\_\_\_\_ Page 15, Item E: Insert number of copies of the RFP that the FSMC should provide to the SFA. Complete the address where the proposal is to be submitted. Insert time and date for final acceptance of proposal. Include proposal opening date and time.

\_\_\_\_\_\_\_ Page 15, Item E.5: Insert fax number and e-mail address of contact person. Insert time and date deadline for question submission.

\_\_\_\_\_\_\_ Page 16, Item H: Insert county.

\_\_\_\_\_\_\_ Page 17, Section I, Item A: Insert beginning date. For the ending date of June 30, insert the year. **All FSMC contracts and renewals must be submitted to State Agency prior to approval.**

\_\_\_\_\_\_\_ Page 18, Section I, Item C: Check all programs that apply. SFAs may choose to add additional programs later.

\_\_\_\_\_\_\_ Pages 20, Section I, Item V: ……………. Insert number of days in which the SFA will make payment on the **monthly invoices**..

\_\_\_\_\_\_\_\_Pages 21-23, Section II ……………..….. There are two options available. The SFA is to choose a fixed-price contract or a cost-reimbursable contract. After the SFA choice is made, the FSMC is to complete the items under the selected option. Explanations of the contracts are found on pages 22-23.

\_\_\_\_\_\_\_\_Page 22…………………………...……… If fixed priced contract is chosen, FSMC completes price information.

\_\_\_\_\_\_\_\_ Page 23 ………………………………….. If cost reimbursement contract is chosen, FSMC completes administrative and management fees per meal or meal equivalent.

\_\_\_\_\_\_\_\_ Page 24, Section III.……………………………. Rubric for Choosing a FSMC.

The recommended weights for the criteria appear below. The SFA must use these criteria and may adjust the weights to reflect the priorities of the District’s program. The SFA may add additional areas to the criteria listed. The State Agency, ADE CNU, reserves the right to reject adjusted weights that are deemed to threaten the quality of the program provided to recipients. The sum of the points must equal 100. **Note: Cost must be the primary factor. Score sheets with the SFA’s criteria for each FSMC must be submitted to ADE CNU after the SFA has made its decision.**

**Weight Criteria**

( 10 ) Service Capability Plan

( 10 ) Experience, References

( 5 ) Financial Condition/Stability, Business Practices

( 5 ) Accounting and Reporting Systems

( 10 ) Personnel Management

( 5 ) Innovation

( 5 ) Promotion of School Food Service Program

( 10 ) Involvement of Students, Staff, and Patrons

( 20 ) Cost and Performance Bond

( 10 ) Program Financial Profile

( 10 ) Menu Evaluation for NSLP

**( 100 ) Total Points**

\_\_\_\_\_\_\_ Page 25, Section VII, Item C: USDA Donated Foods Liability. Both the FSMC and the SFA must initial stating that both agencies are responsible for the usage of USDA Donated Foods.

\_\_\_\_\_\_\_ Pages 25-26, Section VII, Item E **SFAs Choosing to Process USDA Foods**. SFAs must determine how these processed foods are to be handled.

\_\_\_\_\_\_\_ Page 26, Section VII, Item F.1: **Fixed Price Contracts Only.** Complete by checking Yes or No for crediting of USDA donated foods.

\_\_\_\_\_\_\_ Page 26-27, Section VII, Item F.2: **Cost Reimbursable Contracts Only.** Complete by checking Yes or No for crediting of USDA donated foods.

\_\_\_\_\_\_\_ Pages 31, Section XI, Item A: Check the box indicating whether current employees will be retained as employees of the SFA, FSMC or both. The last choice is the replacement of employees by the FSMC when an employee leaves the SFA.

\_\_\_\_\_\_\_ Page 32, Section XI, Item M: Check the box indicating whether the SFA requires background checks and who is responsible for payment.

\_\_\_\_\_\_\_\_Page 34, Section XIV, Item S: ………… Maximum amount of money that the FSMC may spend without SFA approval

\_\_\_\_\_\_\_\_Page 35, Section XV ………………. Check one of the four (4) options for purchasing by the FSMC.

\_\_\_\_\_\_\_\_ Page 35-36, Section XV…………. Cost Reimbursable Contract Only. Separation of itemized allowable and unallowable purchase on invoice.

\_\_\_\_\_\_\_ Page 37, Section XX, Item B: Termination of Contract. Indicate the number of days notification that must be given for termination of the contract.

\_\_\_\_\_\_\_ Page 35-36, Section XXII This section is to be completed by the FSMC and filed with ADE CNU. A copy of all paperwork will be attached to the final contract by the FSMC. See Section D: FSMC Use Only

\_\_\_\_\_\_\_ Pages 39, Section XXIV, Item B-H Insert the amount of insurance coverage desired and how it is to be charged to the SFA. In a Fixed Price Contract, insurance must be a part of the quoted price.

\_\_\_\_\_\_\_ Pages 39-40, Section XXV, Items A- D Read each option. Mark as desired. On A-D, circle will/will not. On Item C list mileage rate in effect for the SFA. On D, if the SFA allows the FSMC to make equipment purchased, insert the amount that the FSMC may pay without prior approval. Choose how the investment in the SFA will be handled if the contract is terminated.

\_\_\_\_\_\_\_ Page 40, Section XXV, Item E Information Technology Systems. Complete list. Check based on the type of contract that is being selected. Complete information requested. The SFA may choose to use existing software and add the FSMC software that is needed or the SFA may allow the FSMC to purchase, install and maintain their own point of service software.

\_\_\_\_\_\_\_ Page 43, Section XXX., Item C………... SFA Contact Information

\_\_\_\_\_\_\_\_Page 40, Section XXX, Item D ………... Attestation that all procurement regulations and ethics code have been followed during the procurement process. Information to be completed by SFA after review of USDA Guidance. Original school board member signatures required.

\_\_\_\_\_\_\_ Page 41: Table of Contents - Forms.

\_\_\_\_\_\_\_\_Page 42, A.1…………………………… **Projected Operations – Revenue for Programs** – to be completed by SFA. The SFA may choose to use another report from Cognos that provides the needed information. The End of Year Claim from June, 2018 will be helpful in completing this worksheet.

\_\_\_\_\_\_\_\_Page 43, A.2……………………………. **Federal Reimbursement** – to be completed by the SFA. The SFA may choose to use another report from Cognos that provides the needed information. The End of Year Claim from June 2018 will be helpful in completing this worksheet.

\_\_\_\_\_\_\_\_Page 44, A.3…………………………… **State Reimbursement** – Letter received from the district in the fall of 2017 should have the needed information. Complete chart with total revenue.

\_\_\_\_\_\_\_\_Page 45, A.4……………………………….. **Projected Operations** – Use information from eFinance to complete the page or provide a detailed expenditure report that shows the total expenditures for the SFA during the 2017-18 school year. Subtract total commodities from the expenditures. You may determine the amount of USDA Food rate by multiplying the number of lunches served by the commodity rate from last year. SFAs may obtain this amount by calling USDA Food Distribution Unit at the Department of Human Services.

\_\_\_\_\_\_\_\_Page 46. A.5……………………………. **Summary Page –** Take the total revenue and subtract the total expenditures to determine the profit or loss for the year.

\_\_\_\_\_\_\_\_Page 47, A.6……………………… . **Evaluation of Menus** - Choose the meal pattern ranges for the students to be fed during breakfast, lunch, and afterschool snack if applicable. The SFA should evaluated the menus provided by the FSMC using the information provided. The score should be part of the rubric used to evaluate each proposal.

\_\_\_\_\_\_\_\_\_Page 48, A.7……………………………. Attach a breakfast menu and a lunch menu. Be sure to list the age/grade planning group.

\_\_\_\_\_\_\_\_\_Page 49, A.8 …………………………… Agreement Page: **Once the proposal is awarded, the SFA and the FSMC must sign and date in the presence of witnesses**. This document now becomes the legal contract. Both the SFA and the FSMC must abide by the contents of the contract. Once signed and dated, a copy must be sent to ADE CNU, Attention: Susie Ward by email [Susie.ward@arkansas.gov](mailto:Susie.ward@arkansas.gov) or mailed to the following:

Arkansas Department of Education

Child Nutrition Unit

2020 West Third Street, Suite 404

Little Rock, Arkansas 72205

A scan signature is considered an official signature.

\_\_\_\_\_\_\_ Page 50. Section B…………………… . Section B contains worksheets that may be used to provide information to the FSMC to help in the preparation of this proposal. SFAs may use reports other than those provided that give the same information in a format that is easily understood by all parties involved.

\_\_\_\_\_\_\_ Pages 51, B.1: The SFA must complete this worksheet or its equivalent. List each feeding site, address of site, lunch periods, grade levels and meals served. Attach additional sheets if necessary.

\_\_\_\_\_\_\_ Page 52, B.2: To be completed by SFA. List the feeding site and mark each program being used at that site.

\_\_\_\_\_\_\_ Pages 53, B.3 The SFA must complete. This form gives information about **Lunch** meals served. Use the Enrollment, Average Daily Participation, and include adult meals. Prices of meals should be listed. If contract meals are served from one of the sites, list that information and the price served for those meals. In the last column, list the average ala carte sells for the school.

\_\_\_\_\_\_\_\_Page 54, B.4……………………………. The SFA must complete. This form gives information about **Breakfast** meals served. Use the Enrollment, Average Daily Participation, and include adult meals. Prices of meals should be listed. If contract meals are served from one of the sites, list that information and the price served for those meals. In the last column, list the average ala carte sells for the school.

\_\_\_\_\_\_\_\_\_Page 55, B.5……………………………. The SFA must complete. This form gives information about **Afterschool Snacks** served if applicable. Use the Enrollment, Average Daily Participation, and include adult meals. Prices of snacks should be listed.

\_\_\_\_\_\_\_\_\_\_Page 56, B.6…………………………… If Applicable, the SFA must complete. This form gives information about Seamless Summer (SSO).

\_\_\_\_\_\_\_\_\_\_\_Page 57, B.7…………………………… If Applicable, the SFA must complete. This form gives information about Summer Food Service Program (SFSP) through the Department of Human Services (DHS).

\_\_\_\_\_\_\_\_\_\_\_\_Page 58, B.8 …. Labor Worksheet. List the school, employees, and title. If employees are paid an hourly wage, list the wage, number of hours per day and the number of days paid. If personnel are paid by contract, list salary, number of hours per day and the number of days worked. List all current employees.

\_\_\_\_\_\_\_\_\_\_\_\_Page 59, B.9…………………………… Labor Worksheet (if applicable). If the SFA currently has FSMC employees, complete this page. FSMC will provided the needed information.

\_\_\_\_\_\_\_\_\_\_\_\_Page 60, B.10…………………………. Labor Worksheet. List the employees to be retained by the SFA, number of hours worked, number of days worked, and total wages.

\_\_\_\_\_\_\_ Page 61, B.10: …. Labor Worksheet. List the employees to be terminated by the SFA, the number of hours worked, number of days worked, and total wages.

\_\_\_\_\_\_\_\_Page 62, B.11……………………………… Fringe Benefit Cost. To be completed by the SFA for SFA employees to be retained by the SFA.

\_\_\_\_\_\_\_\_\_Page 63, B. 12……………………………. Fringe Benefit Cost for any current FSMC employee. To be completed by the FSMC for any employee currently working for the FSMC in the SFA.

\_\_\_\_\_\_\_\_\_Page 64, B.13…………………………… Current Meal Prices for the 2018-2019 school year.

\_\_\_\_\_\_\_\_\_Pages 65-67, B.14………………………. Responsibility Detail Sheet. To be completed by the SFA.

\_\_\_\_\_\_\_\_\_Page 68, C……………………………… Resources

\_\_\_\_\_\_\_\_ Page 69, C.1 ……………………………. Minimum Food Specifications. The FSMC agrees to follow the Minimum Food Specifications for all food purchased for SFA use.

\_\_\_\_\_\_\_\_ Pages 70-72, C.2………………………. USDA and Arkansas Nutrition Standards. The FSMC must review and comply the standards.

\_\_\_\_\_\_\_ Page 73, C.3…………………………….. Meal Pattern and Nutrition Standards Implementation Timeline for Final Rule.

\_\_\_\_\_\_\_ Page 74, C.4: Final Rule Nutrition Standards

\_\_\_\_\_\_\_ Page 75-76, C.5: FSMC Monthly Lunch Equivalency Worksheet. SFA should use this form or its equivalent to determine the number of meals that should be charged to the child nutrition account.

\_\_\_\_\_\_\_\_Page 77-78, C.6 Definitions. This is a list of the terminology used in the RFP.

\_\_\_\_\_\_\_\_Page 79, D………………………………. This section contains copies of the forms to be completed by the FSMC and filed with ADE CNU by March 15, 2019. Copies of the forms will be attached by the FSMC to any awarded contract. These pages become a part of the final contract.

\_\_\_\_\_\_\_\_Page 80, D.1 The SFA and FSMC must complete and sign the Independent Price Determination Certificate.

\_\_\_\_\_\_\_\_Page 81, D.2 The FSMC must complete and sign the Suspension and Debarment Certification.

\_\_\_\_\_\_\_ Page 82, D.3: Instructions for the completion of Suspension and Debarment Certification.

\_\_\_\_\_\_\_ Page 83, D.4: The FSMC must complete and sign Lobbying Certification..

\_\_\_\_\_\_\_ Page 84, D.5: The FSMC must complete and sign Disclosure of Lobbying Activities.

\_\_\_\_\_\_\_ Page 85, D.6: Instructions for Completion of Lobbying Activities

Page 86, D.7………….. Validation. The FSMC must complete and sign.

**CHILD NUTRITION PROGRAMS**

**FOOD SERVICE MANAGEMENT COMPANY REQUEST FOR PROPOSAL and CONTRACT**

**SY 2019-2020**

1. **Intent**
2. **Solicitation**

This purpose of this solicitation is to develop a proposal for the operation of a food service management program for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the ***School Food Authority (SFA).***

The offeror will be the ***Food Service Management Company (FSMC)*** and the contract will be between the FSMC and the SFA.

The successful FSMC shall conduct the food service program in a manner that best fulfills the program objectives of the SFA:

* To provide appealing and nutritionally sound reimbursable meals according to the programs selected on page 17 of the RFP (Request for Proposals) for students as economically as possible in compliance with state and federal laws and regulations.
* Increase participation at all levels of the program by improving food quality at the service point, by upgrading equipment and facilities as needed, by seeking student and parent input, by successful menu variation and planning, by use of marketing techniques, and a strong emphasis on public relations.
* Provide a management staff and structure to ensure that the SFA’s school food program is one of consistent top quality and is positively accepted by students, staff, and the public.
* Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
* Establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control in compliance with state and federal laws and regulations, both in production and in service.
* Operate a school food service program that is self-sufficient not requiring any subsidy from school funds.

1. **Code of Conduct**

“The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.”

“If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization 2CFR 200.318 (c)(1)(2), 2 CFR 400.2.

C. **Pre-proposal Meeting**

A meeting with those interested in submitting proposals will be held to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attendance by potential bidders/offerors **is required/optional (circle one)**. Vendor presentations **will/will not (circle one)** be scheduled at this time. Pre-proposal meetings shall be scheduled during normal food service operation hours. ***Vendors must be given a two week notice of all******meetings****.* Fax or e-mail any technical issue and specification questions pertaining to the RFP to the District at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Fax or Email address) ***no later than***\_\_\_\_\_\_\_\_\_\_\_\_\_ (time and date) and follow these guidelines:

1. Specifically reference the section of the RFP in question. These questions will be addressed at the pre-proposal conference and then distributed in the form of an addendum. Vendors are requested to bring a copy of the solicitation to the conference.

2. The purpose of the pre-proposal conference is to allow the SFA the opportunity to provide clarification and respond to questions from potential bidders relative to any facet of this solicitation.

3. The site tour will begin following the pre-proposal conference. Prospective offeror are to notify the SFA of their intent to participate by \_\_\_\_\_\_ (Time), \_\_\_\_\_\_\_ (Date). Participation in the tour is limited to \_\_\_\_ representatives per FSMC.

4. Prior to and after the pre-proposal meeting **all questions will be answered in writing and provided to all interested FSMCs.**

D. **Proposal Submission and Award**

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Return this Request for Proposal (RFP) document with all attachments filled out as required and signed, along with the following items:

* + 1. LETTER OF TRANSMITTAL. The Letter of Transmittal is to include:

1. The name, address, and telephone number of the person to be contacted, along with others authorized to represent the company in dealing with the RFP.
2. Introductory information regarding the food service management company (FSMC).
   * 1. EXECUTIVE SUMMARY. Provide an Executive Summary which:
3. Briefly describes the FSMC’s approach to the proposal.
4. Indicates any requirements that cannot be met by the FSMC.
5. Highlights the major features of the proposal and identifies any supporting information considered pertinent.
   * 1. DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain at least the following information:
6. ***Service Capability/Plan***
7. Submit in writing definite goals/specific recommendations for improved current operations to include estimated increases in student participation and any changes to personnel and equipment.
8. FSMC shall submit with its proposal a transition plan indicating the activities, procedures, timetable, and support personnel involved in the implementation of services.
9. Describe the variety of menu offerings available in the SFA service plan.
10. FSMC shall submit a proposed organizational chart for the on-site FSMC management team.
11. ***Experience, References***
12. Describe the FSMC’s experience as managers and consultants of food service operations in general and public schools in particular.
13. Include a list of any similar operations and locations where the FSMC is operating food service programs. Include the number of meal/meal equivalents served daily. Note any that operate with the School Breakfast Program (SBP) and the National School Lunch Program (NSLP). List name and phone number of the client administrator capable of commenting on FSMC firm’s performance, as well as the annual budget for the school district.
14. Include resumes or listings of the qualifications of the proposed food service director (FSD) candidates. Final determination of the FSD must have the approval of the district. The FSD must meet the USDA professional standard requirements or be working toward the standards.
15. Include resume and background of person who will supervise the work of the FSD and how the FSMC will ensure the best performance. Describe FSMC internal criteria for bonus opportunities for both the resident FSD and his or her next reporting level.
16. Include a list of any locations of school food service in Arkansas that have failed to renew SFA contracts with respondent within the past three years and contact names/phone numbers.
17. Include a table of company organization and a plan for the administrative management, supervision, and staffing proposed under the specifications of this contract. All employees working in the SFA must meet the USDA Professional Standard requirements for the position in which they are employed or be in the process of meeting those requirements.
18. ***Financial Condition/Stability, Business Practices***

Provide data to indicate the financial condition of the FSMC. Audited financial statement for the last two years and management fee history for the last five years for five comparable school food service clients must be included with the proposal.

1. ***Accounting and Reporting Systems***

Provide complete written descriptions of the accounting procedures FSMC 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 explanation of FSMC operation and importance
        7. Data collection for purposes of evaluating the effectiveness of programs
        8. Tracking of rebates/discounts/credits received from vendors, manufacturers, etc. for all items/services purchased for the school nutrition program.
        9. Crediting of rebates/discounts/credits received from vendors, manufacturers, etc. to the SFA.

***Provide examples of all forms, detailed invoices and reports the FSMC will provide to the district and the frequency of each. List any value-added administrative/back office assistance the FSMC will offer the district (and costs, if extra).***

1. ***Personnel Management***
2. What is the food service management company’s personnel management policy regarding resident managers and the resident manager’s relationship to existing staff?
3. Describe training and development programs FSMC will provide for employees and management personnel. Include detailed FSMC budget for training.
4. How does FSMC attempt to improve employee morale and reduce turnover?
5. ***Innovation***
6. How would the FSMC food service program in the district differ from current operations? Describe the costs and benefits of FSMC proposed changes.
7. Describe implementation procedures. Include a staffing model, if different from current staffing.
8. How would the FSMC involve employees to use their expertise and experience in making future innovations?
9. Examples of service and merchandising programs.
10. How would the FSMC modify company turnkey programs to meet the SFA’s individual needs?
11. ***Promotion of the School Food Service Program***
12. What is the FSMC policy regarding promotion (increasing awareness and participation) of the school food service program?
13. How would FSMC implement this policy in this SFA? Give examples of FSMC efforts and results in other comparable SFAs.
14. Provide documentation of efforts and results of promotions and SFA’s wellness policies in other districts.
15. How does the FSMC support Nutrition Awareness in the lunchroom and classroom?
16. ***Involvement of Students, Staff, and Parents***

Give examples, by client, of the FSMC efforts and results regarding involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., including examples of surveys and how results/requests were responded to and what actions were taken.

1. ***Cost Information***

Provide a complete breakdown and itemized detail of the proposed fee per meal, for at least the following major components:

Payroll/benefits (Use page 64, B.10 and page 65, B.11 or their equivalent)

On-site FSMC staff expenses

On-site program expenses (including consumable proprietary materials; i.e., posters)

Indirect/overhead/central support expenses

Training expenses

E. One original and \_\_\_\_\_\_ copies of the sealed proposals are to be submitted to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Purchasing Agent and/or District Administrator Responsible for Procurement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Address / Physical Location of RFP delivery

Proposals are due to the SFA by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Public opening will be at (Time) \_\_\_\_\_\_\_\_\_ on (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Responses must be sealed and marked with the proposal name (Food Service Management Proposal, name and

address of the vendor, and opening date and time. Fax responses cannot be accepted. No other

distribution of the proposal shall be made by the SFA. **Return of the completed RFP document to the SFA is required for consideration.**

* 1. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
  2. Each proposal must contain a complete response to this solicitation using the forms provided or its equivalent. **No other documents submitted with the proposal will effect the contract provisions, and there may be no modifications to the language of the proposal.** .
  3. Award shall be made to the most qualified and responsible offeror hose proposal is responsive to this solicitation. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. Districts 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.
  4. Authorized FSMC Representatives are expected to be fully informed of the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the bidder’s own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the contract is signed** **and approved by ADE CNU.**
  5. Fax or e-mail any additional questions that may arise as a result of the site visits to the District at \_\_\_\_\_\_\_\_\_\_(fax) or\_\_\_\_\_\_\_\_\_\_\_\_\_(email) by \_\_\_\_\_\_\_(time) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date).

Include a return fax and email, and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in the form of an addendum to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

F**. Late Proposals**

It is the sole responsibility of the FSMC to ensure that its proposal reaches the SFA by the designated date and time. Any proposal received after the exact time specified for receipt will not be considered. Any proposal in route, (either in the mail, or at another location within the SFA), will not be considered timely and will be returned unopened. Proposals received at the Delivery Location after the date and hour designated are automatically disqualified and will not be considered. The SFA is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery.

G. **Final Contract**

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., worksheets, attachments, and operating cost sheets). A copy of the required completed and signed RFP clauses will be added to the final contract by the FSMC.

H**.** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Arkansas. The contractor shall comply with applicable federal, state, and local laws and regulations. Any claim or action arising under this agreement/contract shall have a venue in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Arkansas.

I. **Errors or Omissions**

The proposing offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specification, the offeror shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted. **FSMCs that attempt to modify any provision of the RFP, or otherwise fail to comply with all RFP requirements, will be considered "non-responsive" and ineligible for contract award.**

J. Ownership of all data, materials, and documentation originated and prepared for the SFA pursuant to the RFP shall belong exclusively to the SFA and be subject to inspection in accordance with State and Federal laws and regulations regarding record access.

K. The content of this RFP is subject to legislative changes either by the federal or state government. If any such change occurs prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, the SFA:

1. reserves the right to negotiate modifications to the contract reflecting such legislative changes, **unless those legislative changes are substantive, in which case, the FSMC contract will be required to be re-bid**; and

2. shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

**STANDARD TERMS AND CONDITIONS**

I. Scope and Purpose

A. ***Duration of Contract.*** This contract shall be for a period of up to one year, beginning on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ending June 30, \_\_\_\_\_\_\_\_, with up to four 1-year renewals with mutual

agreement between the SFA and the FSMC and approval of the Arkansas Department of Education Child Nutrition Unit, (ADE CNU). (The effective date may be different than July 1, but the termination date must be June 30. The effective date may not occur prior to the date on which the contract is signed.) **ADE CNU’s review of the contract is limited to assuring compliance with federal and state regulations.**

**Material Change** – Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP, or that would constitute a material change to the RFP must be rebid. Currently, a material change would be a change in contract of more than $20,500. A key factor in determining materiality is whether other offeror knowing of the change would have bid differently. 7 CFR 210.16d

USDA has issued guidance (USDA July 2005 Procurement Questions) on how to determine if there will be a “material change” to an existing FSMC contract. While the cost of a proposed contract amendment is a factor that the SFA should use in determining whether a proposed change is material, there is no minimum threshold. In Arkansas, the small threshold maximum is $20,500. A key factor in determining a material change is whether other bidders knowing of the change would have bid differently. The SFA should contact the State agency for assistance in determining a material change.

*SFAs must use the following criteria to determine if the changes constitute a material change to the contract:*

1. If there would be an increase or decrease to the cost of the contract, would it have caused bidders to bid differently if the prospective change had existed at the time of bidding?
2. Would the prospective change materially affect the scope of services, types of food products, volume of food products, etc., in both the solicitation document and resulting contract? The SFA cannot pay the FSMC for “additional costs”.

C. The FSMC shall operate in conformance with the SFA’s agreement with the Arkansas Department of Education Child Nutrition Program (the ***State Agency***). **Check only the programs the school district operates or plans to operate during the 2019-20 school year.** The program(s) listed here should agree with those listed in page 56, B.12 or its equivalent. **If a program is added later (i.e., an afterschool or summer feeding program), the appropriate procurement procedures must be followed. *NOTE: If a program is added after the contract is awarded, the SFA must rebid the FSMC services if the new program is expected to exceed $20,500. Any material change that exceeds 20,500 will require a rebid. An exception to this required threshold would be a federal grant such as, the Fresh Fruit and Vegetable Program, which limits allowable expenses. FFVP grants are awarded in late spring or early summer. If the SFA plans to apply for the grant, check the box.***

***Failure to follow these guidelines may force the SFA to rebid the entire contract.***

 National School Lunch Program (NSLP)  Ala Carte

 School Breakfast Program (SBP)  Adult Meals

 After-School Snack Program (ASP—NSLP)  Catering

 Contract Meals  Concessions

 Seamless Summer Option (SSO)  Vending

 Fresh Fruit and Vegetable Program (FFVP)

 Summer Food Service Program (SFSP – DHS)

 Child and Adult Care Food Program (CACFP – DHS)

(including dinner programs)

1. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment A-1 (**districts should have legal counsel review terms of existing exclusive vending/beverage contracts in relationship to this exclusive provision for vending).**
2. The FSMC may designate a/an employee(s) to work on FFVP for the number of hours needed to prepare and clean for the program. An employee(s) may not be assigned to work more than the number of hours needed. FFVP labor within regular work hours is billed to the district with other CN labor. The hourly rate of pay must be consistent with regular hourly pay for each person involved in the program. FFVP labor outside regular work hours must be billed separately to the district. A monthly timesheet must be maintained for any of the hours worked. FFVP must be listed as a separate line item on the district invoice. FFVP funds cannot be used to pay overtime for any reason. FSMC must provide documentation of hourly rate of pay and fringe matching percentage to the SFA for all employees working in FFVP. The detail invoice for the district must designate the number of hours to be paid from the FFVP program and the number of hours to be paid from the salary fund. Pay confirmation documentation must be jointly signed by the superintendent and the FSMC site manager. The SFA is responsible for maintaining FFVP records and filing for reimbursement through the grant. Claiming labor from the FFVP grant is optional.
3. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are **not** employees of the SFA. ***The SFA child nutrition director is an employee of the school district and serves as the liaison between the district and the FSMC. He/she is responsible for all paperwork, checking invoices, on-site reviews, determining if meal pattern is being met, etc. He/she is responsible for monitoring the FSMC to determine if the SFA’s interests are being met.***
4. Current SFA food service employees must be notified by the school district of termination of all food service personnel contracts no later than April 30th of the year preceding the contract.
5. The food service provided shall be operated and maintained as a benefit to the SFA’s students, faculty, and staff. The main service is to feed the children following USDA guidance in the child nutrition program.
6. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, ala carte, vending, concessions, contract meals, grants, and loans shall be deposited in the SFA’s NON-PROFIT food service account. Any profit or ***GUARANTEED*** return shall remain in the SFA’s NON-PROFIT food service account.
7. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.14(a).
8. The SFA shall develop a code of conduct and be legally responsible for the conduct of the food service staff and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the contract. 7 CFR 200.318(c); AR Code of Ethics – Standard 4
9. The Child Nutrition Program will be **controlled by the SFA** including the nonprofit food service account and overall financial responsibility observing the requirements for and limitations on the use of nonprofit school food service revenue. No payments from the Child Nutrition Program non-profit food service account will be made without itemized invoices.
10. **FSMC statements will be disallowed as proof of proper procurement** (7 CFR 210.21(f), 210.14, 210.11 and 210.9(b)(1)) The FSMC must provide districts with all information needed in procurement reviews including the fulfillment of the “Buy American Clause” and the proper use and crediting of USDA Donated Foods. The FSMC must provide any and all records needed to complete the Procurement Review in a timely manner.
11. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-program foods, milk and ala carte items (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) The SFA shall be responsible for compliance of the Healthy, Hunger-Free Kids Act, (Public Law 111-296 Section 205). SFAs must annually review their paid lunch revenue to assure compliance with the paid lunch equity requirement. (PLE Tool)
12. The SFA shall be responsible for compliance of the Healthy, Hunger-Free Kids Act (Public Law 111-296, Section 206). This provision established requirements for SFA’s regarding revenue from foods sold outside of reimbursable meals when those foods are purchased with school food service account funds (7 CFR 210.11 (b)).
13. The FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC’s overhead and administrative expenses if applicable in providing such service. USDA Donated Foods shall not be used for these special functions unless the SFA’s students will be primary beneficiaries. The SFA may request that the FSMC provide additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA’s regularly scheduled lunch or breakfast periods, provided such is not prohibited by state or federal program regulations.

**FSMC shall provide a** 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 doubled billed for program meals and special function meals.

1. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA’s food service with classroom instruction.

The FSMC shall comply with all of the rules, regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including, but not limited to: USDA Regulation 7 CFR 210, 220, 245, 250, 2 CFR 200; and 7 CFR 225 (SFSP), if applicable. 2 CFR 200 318-326, Appendix II to Part 200, 2 CFR 400, 2CFR 416, 2 CFR 417, 2 CFR 418, 7CFR 215(SMP) if applicable, 7 CFR Part 226 (CACFP) if applicable.

1. Computation of Lunch Equivalency Rate and Lunch Equivalents. Lunch Equivalency Rate: The rate is the sum of the total reimbursement received for each lunch meal served and claimed.

**2018-19 Lunch Rate**

Current Year Federal Free Rate of Reimbursement $ \_\_3.31 or 3.33 Safety net

Current Year State Match Reimbursement Rate: $ \_\_\_\_.0318854\_\_\_\_\_\_\_\_\_

Performance based lunch reimbursement rate ($0.06) $ \_\_\_\_.06\_\_\_\_\_

Current Year Value of USDA Foods: $ \_\_\_\_\_.2350 \_\_\_\_\_\_\_

Current Year Value of Bonus USDA Foods: $ \_\_\_\_\_N/A\_\_\_\_ \_\_

(If Applicable)

**Total Lunch Equivalent Rate: $ 3.64 (regular) $3.66 (Safety Net)**

1. Definitions for Allowable Direct Cost:

* ***Food*** is defined as, and limited to, those items purchased for use in the preparation and service of any meals served under the program operated as specified under terms and conditions.

•***Labor*** is defined as, and limited to, on-site employees responsible for the management, preparation, service, and clean-up of meals. The FSMC shall provide staff to manage the food service operations and supervise all employees employed therein. Upon renewal, any increase agreed upon by the parties shall be subject to an annual escalator provision, made at the time of contract renewal, based on the Consumer Price Index (CPI) for Food Away From Home: CPI for All Urban Consumers.

* ***Bonuses:*** All bonuses must be paid from the management fee charged by the FSMC. Bonuses cannot be billed to the SFA as part of the direct cost for labor.
* ***Miscellaneous Expenses*** are defined as paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein.

1. The charge to the SFA for FSMC’s management and administrative fees are to be clearly identified in all cost reimbursable proposals.
2. Payment Terms/Method: The FSMC shall **invoice** SFA at the end of each month for amounts due based on on-site records. The SFA shall make payment within\_\_\_\_\_business days of the invoice date. In a cost reimbursable proposal, detailed itemized cost documentation must be submitted monthly to support what has been charged (food, non-food supplies, labor, fees, etc.) to the SFA. All charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency. In a fixed price proposal, the price must be submitted based on the meals served. Upon termination of the contract, all outstanding amounts shall immediately become due and payable.
3. The FSMC will make reasonable modifications to accommodate children with disabilities as specified in 7 CFR 15b and described in USDA-FNS guidance, *Accommodating Children with Disabilities in the School Meal Programs: Guidance for School Food Service Professionals.* The SFA must notify the FSMC of any meal modifications. There will be no additional charge to the student for modified reimbursable meals. Substitutions may be made in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students’ *Individual Educational Plans (IEPs) or* *Individual Student’s Health Care Plan* (IHCP) as required by Arkansas law, 504 Plans and those nondisabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of need for substitution that includes recommended alternative foods, unless otherwise exempted by USDA. There will be no additional charge to the student or SFA for such substitutions. Commissioner’ Memo CNU-17-051; SP59-2016; SP26-2017
4. The SFA will make the final determination of the opening and closing dates of all Seamless Summer Options (SSO) and Afterschool Snack Program (ASP) sites, if applicable.
5. Items of monetary value received from FSMC: The SFA’s school board members, officers, employees, administrators, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMC contractors nor potential FSMC contractors. To the extent permissible under state and federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. It is the responsibility of the SFA superintendent to train all school board members and staff on the federal ethics standards compliance with federal regulations since payments of this contract are made with federal funds from the SFA non-profit food service account (2 CFR 200.318(c)(1)).

**II. Procurement Method:**

***SFAs will have a choice of procurement for the Food Service Management Company Contract. Information that follows will detail the procurement methods and allow the SFA to make the appropriate choice that meets the need of the SFA. Indicate the SFA’s choice by checking the box next to the method chosen. Small Purchase Procedures are identical in every contract.***

Small Purchase Procedures [for contracts of $20,500 or less] Competitive Request for Proposal [for contracts of more than $20,500]. All procurement transactions shall be conducted in a manner that provides maximum *open and free competition* consistent with 2 CFR 200.319(a). Explanation of contract types follow on pages 21 and 22 of the RFP.

1. A firm cost reimbursable/fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle cost must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when the SFA is benefitted.
2. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price being the main factor and other factors considered.

**Fixed-Price Bid Contract**

 **Fixed-Price Bid Contract -** the FSMC will be paid at a fixed rate per meal/lunch equivalent. The SFA must determine the existence of the proper pass-through value of USDA Donated Foods; i.e., credits or reductions on the **invoice** in the month of utilization. The monetary values of all USDA Donated Foods are to be based on the current pricing of the items received from the Arkansas Department of Human Services (DHS) Food Distribution The value of all USDA Donated Foods including bonus items must be included. Crediting of USDA Donated Foods and the rules determining the correct procedures are in USDA Foods, pages 25 – 28, of this document.

***The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI (for all Urban Consumers) for Food Away From Home. April will be used each year of the contract. The fixed price must include all labor and expenses.***

The fixed price bid must include all labor and expenses as shown below. **These expenses may not be charged back to the SFA in any other manner.**

1. Menu development specific to the operation
2. Nutrition education materials and program expense
3. Design services specific to the operation
4. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
5. Personal representation, visitation, and coverage on a regular basis by a principal of FSMC
6. All accounting
7. All payroll costs and documentation
8. Administrative dietetic, nutritional, sanitation, and personnel advice
9. All costs incurred in hiring and relocating, if necessary, the FSMC management team
10. All training costs for FSMC employees
11. All travel costs for training for FSMC employees
12. All miscellaneous costs to operate the program; i.e., consumable marketing materials
13. One-time performance bond
14. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance
15. All administrative and management fees must be disclosed.

***The FSMC may choose to bid a price per meal or a price for lunch equivalent. Indicate the bid chosen by the SFA. The SFA may request both types of bid.***

**To be completed by the FSMC**:

**Fixed Price Per Lunch Equivalent**: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch Equivalent should be: Lunch = 1 meal; Breakfast = ½ meal; and Afterschool Snack = ¼ meal

**Fixed Price Per Meal**

Breakfast $ \_\_\_\_\_\_\_\_\_\_\_\_

Lunch $\_\_\_\_\_\_\_\_\_\_\_\_\_

Afterschool Snack $ \_\_\_\_\_\_\_\_\_\_\_\_\_

Invoices for Fixed-price Contract will include the number of meals served – specified as Breakfast, Lunch, Afterschool Snack, Summer Feeding, etc. Each invoice should show the cost and type of meal served.

**Cost Reimbursable Contracts**

 **Cost Reimbursable Contract** — the FSMC will be paid on the basis of the direct cost incurred plus a fixed fee. . The SFA must determine the existence of the proper pass-through value of USDA Donated Foods; i.e., credits or reductions on the **invoice** in the month of utilization. The monetary values of all USDA Donated Foods are to be based on the current pricing of the items received from the Arkansas Department of Human Services (DHS) Food Distribution The value of all USDA Donated Foods including bonus items must be included. Crediting of USDA Donated Foods and the rules determining the correct procedures are in USDA Foods, pages 25-28 of this document.

1. All program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the administrative fee. All indirect and overhead costs are to be included in the administrative fee.
2. The following must be included in the administrative fees and may not be charged in any other expenses. Any travel relating to the following must be covered by the administrative fee.

* Personnel and Labor Relations Services and Visitation
* Legal Department Services
* Purchasing and Quality Control
* Technical Research
* Cost Incurred in Hiring and Relocating FSMC Management Personnel
* Dietetic Services (Administrative and Nutritional)
* Test Kitchens
* Accounting and Accounting Procedures
* Tax Administration
* Technical Supervision
* Supervisory Personnel and Regular Inspections or Audit Personnel
* Teaching and Training Programs
* General Regional Support
* General National Headquarters Support
* Design Services
* Menu Development
* Information Technology and Support
* Payroll Documentation and Administrative Cost
* Sanitation
* Personnel Advice

**To be completed by the FSMC** (Complete One)**:**

Flat Fee: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

Administrative Fee Per Meal: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Management Fee Per Meal: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

Administrative Fee Per Meal Equivalent: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Management Fee Per Meal Equivalent: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Meal Equivalent should be: 1 Lunch = 1 meal; 1 Lunch = 2 Breakfast ; 1 Lunch = 4 Snack

***Management and administrative fees shall be paid by the SFA. Page 82, Attachment C.5 should be used to determine the monthly cost of meals paid to FSMCs.***

**III. Award Criteria:**

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

***Weight Criteria:***

SFA must determine in advance what percentage (total of 100 points which must equal 100%) each category below will be given when comparing proposals. (SFA **must** use the categories listed below and may insert additional categories if needed. However, SFA may not include as a category prior experience with a FSMC as it would violate USDA’s free and open competition regulation for procurement.) Scoring criteria must be reflective of award criteria. **Cost must be the primary factor.** SFAs may choose to build rubrics from the scoring criteria. Copies of score sheets and/or rubrics must be part of the folder that ADE CNU maintains on each SFA.

**Weight Criteria**

(\_\_\_\_\_) points Price/Cost (Cost must be the primary consideration)  
(\_\_\_\_\_) points Management Plan including the use of facilities  
(\_\_\_\_\_) points Experience of FSMC, references  
(\_\_\_\_\_) points Accounting and Reporting Systems  
(\_\_\_\_\_) points Financial Condition/Stability, Business Practices  
(\_\_\_\_\_) points Accounting and Reporting Systems  
(\_\_\_\_\_) points Promotion/Marketing of the School Food Service Program  
(\_\_\_\_\_) points Involvement of Students, Staff, and Patrons  
(\_\_\_\_\_) points Personnel Management and Professional Standards Plan  
(\_\_\_\_\_) points Procurement-specifically the Quality of Food to be Purchased

(\_\_\_\_\_) points Menu Evaluation NSLP and SBP

**100 Points TOTAL**

**IV. Opening of Bids**

Bids must be opened at the pre-set time and the pre-set location. Type of bid received should be stated along with the prices. No other information should be provided until the SFA has had time to analyze the proposals. There should be no sharing of information with the FSMC personnel that may attend the bid opening. No photographs and/or display of information will be allowed. Received proposals become the property of the SFA.

If the SFA needs clarification on any proposal, the SFA may contact the FSMC for clarification. At no time should proposal information from competing companies be discussed.

The State Agency will not be present at the opening of proposals. The decision belongs to the SFA. ***The SFA has the right to refuse any or all bids.***

**V. Signature Authority**

The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B and the monthly claim for reimbursement. (7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5)). The superintendent of the SFA has signature authority for fiscal and programmatic responsibility for all components of the SFA/FSMC contract.

**VI. Free and Reduced-Price Meals Policy**

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meal eligibility roster.
2. The FSMC shall implement an accurate *point of service* count using the counting system submitted by the SFA in its “Meal Count and Claiming Procedures” part of the Agreement and Policy Statement and approved by the State Agency for the programs listed in Section I, Item B, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 CFR 245.8. If the FSMC changes the Point of Service, information must be sent to ADE CNU for approval.
3. The SFA shall be responsible for the distribution of the ADE CNU approved parent letter and Application for Free and Reduced-Price Meals and Direct Certification. The SFA is responsible for all parent notifications including direct certification letters and meal eligibility status.
4. The SFA shall be responsible for the determination of eligibility for free or reduced-price meals. The FSMC may perform for the SFA in various aspects of the application, certification and verification process of eligibility for school meals programs provided these functions are included in the original solicitation and contract documents. SFA Guidance p. 31
5. The SFA shall be responsible for verifying the applications for Free and Reduced-Price Meals chosen as required by USDA regulations.
6. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
7. **USDA Foods**
8. All activities relating to USDA Donated Foods is the responsibility of the SFA. The FSMC must follow all federal and state regulations in accordance with 7 CFR 250(d). The FSMC must ensure that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
9. The SFA shall retain title to all USDA Donated Foods. SFA may allow FSMC personnel to order USDA Foods provided these functions are included in the original solicitation. The SFA shall consult with the FSMC in the selection of USDA Donated Foods; however, the final determination as to the acceptance of USDA Donated Foods must be made by the SFA.
10. The FSMC will menu USDA foods as received. All USDA Donated Foods must have the date in a visible place on the product before it is placed in storage. If the FSMC fails to use the products received in a timely manner, the FSMC must accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Donated Foods. Any funds due to the SFA or to the USDA for food loss will be paid by the FSMC. FSMC initial \_\_\_\_\_\_\_\_\_\_\_\_ The SFA must accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA foods. SFA initial\_\_\_\_\_\_\_\_\_\_.
11. The FSMC shall account for all USDA Donated Foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Donated Foods. Failure by the FSMC to maintain the required health certification under this contract will be considered evidence of improper distribution or loss of USDA Donated Foods. The value of USDA Donated Foods must be itemized in either the regular monthly billing or at least the school year billing from the FSMC to document savings. Monthly inventory of USDA Donated Foods must be available to the SFA with the invoice for services. *Contracting with Food Service Management Companies, Guidance for School Food Authorities*.
12. **Schools with Processed End Products Only or Those Choosing Processing** : The FSMC must credit the SFA for any processed USDA Foods received through net off invoice (NOI) or through brown box delivery. If the SFA requires the FSMC to procure processed end-products, the SFA must receive crediting for the value of the donated foods. *The FSMC will ensure compliance with the requirements in Subpart C of 7 CFR Part 250 and with the provisions of Department of Human Services (DHS) or SFA processing agreements and will ensure crediting of the SFA for the value of USDA foods contained in such end products at the processing agreement value.* Any processing agreement is between the SFA and the processor. The FSMC may assist the SFA in determining the need and procurement of processed foods. 2 CFR 250.51(c)

The SFA may require the FSMC to:

1. Procure processed end products on behalf of the SFA (SFA must select):

**□ Yes □ No**

1. Act as an intermediary in passing the donated food value in processed end products on to the SFA (SFA must select): **□ Yes □ No**

The FSMC is prohibited from entering into any processing contracts utilizing USDA Donated Foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account. 7CFR 210.16(a)(6). Choosing to process is the SFAs decision. 7 CFR 250.50(d)

1. The FSMC must credit the school food authority (SFA) for the value of all USDA foods received for use in the SFA’s meal service in the school year or fiscal year (including both the value of USDA foods and bonus USDA foods if received). The SFA may permit crediting for the value of donated foods through invoice reductions, refunds, discounts, or other means. However, all forms of crediting must provide clear documentation of the value received from the USDA foods, e.g., by separate line item entries on invoices. The SFA must ensure that, in crediting it for the value of USDA foods, the FSMC uses the USDA food values determined by DHS in accordance with 7 CFR 250.58(e): the United States Department of Agriculture (USDA) commodity file cost as of a date specified by DHS.

**Choose one of the following. Answer the questions that relate to the type of contract chosen.**

1. **If a fixed-price contract is chosen**, the SFA may permit an FSMC to pre-credit for USDA foods. The current rate of pre-credit is $0.2325. The SFA **may** require the FSMC or the price before and after pre-crediting. In pre-crediting, a deduction for the value of USDA foods is included in the established fixed price per meal. However, the SFA must

ensure that the FSMC provides an additional credit for any USDA foods not accounted for in the fixed price per meal; e.g., for USDA foods that are not made available until later in the year (SFA must select preference to pre-credit)**:**

**Crediting of USDA Foods has been deducted as part of the fixed-price charged to the SFA.**

**□ Yes □ No**

**Crediting will be done on the monthly invoice.**

**□ Yes □ No**

**Crediting will be on at the end of the first semester.**

**□ Yes □ No**

**Crediting will be done at the end of the school year.**

**□ Yes □ No**

2. **For a cost-reimbursable contract**, crediting may be performed by disclosure;

i.e., the FSMC credits the SFA for the value of USDA foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA foods for the billing period.

In both types of contracts, the SFA must require crediting to be performed not less frequently than annually and must ensure that the specified method of valuation of USDA foods permits crediting to be achieved in the required time period. The SFA must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7 CFR 210.9(b)(2).

**Crediting will be done on the monthly invoice.**

**□ Yes □ No**

**Crediting will be on at the end of the first semester.**

**□ Yes □ No**

**Crediting will be done at the end of the school year.**

**□ Yes □ No**

**Crediting will be done by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1. The SFA must ensure that, in crediting it for the value of USDA Donated Foods, the FSMC uses the USDA food values determined by DHS in accordance with 7 CFR 250.58(e): the United States Department of Agriculture (USDA) commodity file cost as of **a date specified** by DHS.

1. The FSMC must credit the SFA for any USDA Donated Foods that the SFA has at the beginning of the contract. Beginning USDA Donated Food inventory should be menued early in the school year. The SFA is responsible for checking menus to determine if current USDA Food inventory is being used.
2. The FSMC must accept and use all USDA Donated Foods or commercially purchased foods of the same generic identity, of United States origin and of equal or better quality than the USDA Donated Foods in the SFA’s food service. 7 CFR 250.51(d)
3. The FSMC will comply with the storage and inventory requirements for USDA Donated Foods, disposition of USDA Donated Foods and credit reconciliation upon termination of the contract. When a contract terminates, and is not extended or renewed, the FSMC must return all unused USDA Donated Foods. The SFA must ensure that the FSMC has credited it for the current market value of all USDA Donated Foods received for use in the SFA’s meal service in the current school year. 7 CFR 250.52 (c).
4. The FSMC shall have records available to substantiate that the full value of all USDA Donated Foods is used solely for the benefit of the SFA. ADE CNU, a sub distributing agency, or the SFA, the Comptroller General, USDA, or their duly authorized representatives may perform on-site reviews of the FSMC’s food service operation, including the review of records, to ensure compliance with the requirements of 7 CFR 250 in the use and management of USDA Donated Foods.
5. The FSMC will maintain records to document its compliance with requirements relating to USDA foods in accordance with 250.54(b) as follows:
6. The SFA must maintain the following records relating to the use of USDA Donated Foods in its contract with the FSMC:
7. The USDA Donated Foods and processed end-products received and provided to the FSMC for use in the SFA’s food service.
8. Documentation that the FSMC has credited the SFA for the value of all USDA Donated Foods received for use in the SFA’s food service in the school or fiscal year, including, in accordance with the requirements in 250.51(a), the value of USDA Donated Foods contained in processed end-products.
9. The actual donated food values used in crediting.
10. The FSMC must maintain the following records relating to the use of USDA Donated Foods in its contract with the SFA:
11. The USDA Donated Foods and processed end-products received from, or on behalf of, the SFA for use in the SFA’s food service.
12. Documentation that it has credited the SFA for the value of all USDA foods received for use in the SFA’s food service in the school or fiscal year, including, in accordance with the requirements in 2 CFR 250.51(a), the value of USDA foods contained in processed end products.
13. Documentation of its procurement of processed end-products on behalf of the SFA if applicable. (See Item E on page 25).
14. The SFA must ensure that the FSMC is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation, as required in 7 CFR 210, 225, or 226. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA foods received for use in the SFA’s food service in the school or fiscal year and that the value of donated foods contained in processed end-products is monitored in accordance with the requirements in 7 CFR 250.51(a). Recommendation: Reconciliations should be completed monthly.

M. USDA may conduct reviews of FSMC operations, as necessary, to ensure compliance with the requirements of 7 CFR Part 250 with respect to the use and management of USDA foods.

N. For cost-reimbursable contracts, the FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Donated Foods.

1. FSMC acknowledges that renewal or extension of this contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Donated Foods (7 CFR 250.53(a)(12)).
2. **Health Certifications/Food Safety**
3. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. 7 CFR 210.16(a)(7) Annually, two (2) food safety inspections for the National School Lunch or School Breakfast Programs are required. The FSMC agrees to ensure that at least two health inspections will be conducted by the state or local health department agency responsible for food safety inspections at every site involved in school meal preparation and/or service as required. 2 CFR 210.13(b)
4. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c)(2)
5. The FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265. 7 CFR 210.13(c)(1)
6. The FSMC will train all employees in proper food safety and sanitation before meals are served.
7. Any person serving as a Child Nutrition Director must complete six (6) hours of food safety training within thirty (30) days of hire. Programs through ADE CNU, Institute for Child Nutrition and Serv Safe are approved for this required training.
8. **Meals**
9. The FSMC shall serve meals on such days and at such times as requested by the SFA.
10. The SFA shall retain control of the quality, extent, and general nature of the food service.
11. The FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in the Child and Nutrition programs.
12. The FSMC shall provide meals that meet the most current federal meal pattern and nutrition standards regulations based on the *HEALTHY, HUNGER-FREE KIDS ACT OF 2010, Public Law 111-296,* 7 CFR 210.10 and 220.8 and comply with Arkansas Nutrition Standards, Ark. Code Ann. § 6-16-132, 20-7-133 through 135; Act 981 of 2011. The federal timeline for implementation of meal requirements and nutrition standards in the NSLP will be completed with changes in sodium requirements through the 2022-2023 school year. In the SBP, the meal requirements (other than milk) will be implemented with completion of sodium requirements in the 2022-2023 school year (Attachment N). Nutrition standards are subject to change.
13. **The FSMC must comply with the 21-day menu cycle and portion sizes specified by the SFA for the School Food Service Program. Attach a 21-day menu for breakfast and a 21-day menu for lunch to the RFP. (Attachment A.7, page 52). Thereafter, changes in the menu(s) may be made with prior approval of the SFA. The SFA shall approve any changes in the menus no later than two (2) weeks prior to service after the initial cycle has been completed. SFAs may request the FSMC to provide a sample 21-day menu cycle for consideration.** The meals must meet the Meal Pattern as designated herein by the SFA for each term of the contract. Meals must adhere to all calorie ranges and meet the nutrition standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children and as listed in Attachment C.1, page 75, Attachment C.2, pages 76-78,Attachment C.3, page 79 and Attachment C.4, page 80. The SFA may request or change the FSMC menu to meet the preferences of the student population.
14. The FSMC shall promote maximum participation in the Child Nutrition Programs.
15. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment A.6, page 51 as part of this contract.
16. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA in compliance with state and federal regulations.
17. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

7 CFR 210.16(c)(3)

1. The FSMC shall provide detailed specifications for each food component or menu item as specified in 7 CFR 210 and 7CFR 220 and include these specifications in the solicitation. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations and delivery time. 7 CFR 210.16(c)(3)
2. In order for the FSMC to offer ala carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children. The SFA must approve in advance of selling any ala carte items offered in the elementary, middle, or high school. The FSMC must comply with the implementation of section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day meet the nutrition standards set forth in the “Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010” and the “Arkansas Department of Education Rules Governing Nutrition, Physical Activity and BMI, May 2016”.

1. **Books and Records** 
   1. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) that the SFA will need to meet state and federal monthly reporting responsibilities. The FSMC shall submit monthly operating statements in a format approved by the SFA, including operating costs, meals per labor hour, meals served, etc., no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
   2. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be filed by expense categories and be easily accessible.
   3. The FSMC shall provide the SFA with a year-end statement.
   4. The SFA shall conduct an internal audit of food, labor, and other large expense items quarterly, as well as, performing random audits on smaller expense categories.
   5. The SFA and the FSMC must provide all documents necessary for the independent auditor to conduct the SFA’s single audit.
   6. Books and records of the FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of five years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC’s records have not been resolved within the five-year record retention period, the records must be retained beyond the five-year period for as long as required for the resolution of the issues raised by the audit. 7 CFR 210.9(b)(17), 2 CFR 200.333 and 336, ACA § 6-20-704(n).
   7. **The FSMC shall not remove federally required records from the SFA premises upon contract termination.**

1. **Employees**
2. The SFA must designate if current SFA employees, including site and area managers, will be retained by the SFA or be subject to employment by the FSMC. Worksheets 1-A and 2-A and Worksheets 1-B and 2-B or their equivalent will provide documentation of staff salaries – both those retained and released

**Employees to be retained by:**

□ SFA (See Attachment B.8, page 62 and Attachment B.9, page 63 or its equivalent)

□ FSMC (See Attachment B. 12, page 66 and B.13, page 67).

□ Both SFA and FSMC

□ SFA will retain employees until employees leave (dismissed, retired, resign, etc.); the

FSMC will rehire for any position in which an SFA employee has left if a replacement is

determined to be necessary by the SFA. (FSMC: Attach plan for employment.).

***Note: In the situation above (if the last statement was selected by the SFA), the FSMC must consider any future labor/fringe benefit costs and include any of these costs in the initial proposal price. Once the contract is awarded, the only allowable change in the proposal price comes from an annual escalator provision for each renewal year, if applicable, and is based on the CPI for Food Away From Home-All Urban Consumers. Therefore, any change in the proposal price for subsequent renewals DO NOT reflect the costs of employee positions rehired by the FSMC.***

1. The SFA must inform all classified employees not retained by the SFA that their contract will not be renewed at least 30 days before the beginning of the next contract date. AR Code § 6-17-1703
2. At no time can any person be employed by both the SFA and the FSMC.
3. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. The FSMC will list positions, salaries, fringe benefits of proposed employees. See Attachment B.12, page 66 and Attachment B.13, page 67 or its equivalent. It is not necessary to list the name of employees. The employee name, specific location and position will be provided to the SFA two full calendar weeks prior to the commencement of operation.
4. The SFA shall have final approval regarding the hiring of the FSMC’s site manager. Any person hired as the FSMC’s site manager must meet or be in the process of meeting the Professional Standards based on SFA size.
5. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC. The termination of SFA employees is at the discretion of the SFA. **Contract Work Hours/Safety Standards Act; Davis Bacon Act of 1931.**
6. The FSMC shall provide Workers’ Compensation coverage for its employees.
7. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA’s premises as established by the SFA and are furnished in writing to the FSMC. While on a school campus, all employees must abide by the policies of the SFA.
8. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, reviewed by the SFA. Fringe benefits, as well as the basis for any salary increases, must be specified in the proposal and approved by the SFA to be allowable costs. Salary increases must be based on the same criteria as management fee increases. Fee increases including Allocated Charges, must be linked to the Consumer Price Index (CPI). A methodology and calculation must be provided for each fee increase to reflect the percentage in the CPI. ADE CNU will provide this information for all renewals. *Contracting with Food Service Management Companies: Guidance for School Food Authorities, p. 60.*
9. Staffing patterns, except for the site manager, must be mutually agreed upon. The SFA may request the removal of any site manager not meeting the needs of the SFA. The addition of personnel must be approved by the SFA before hiring occurs. The FSMC shall be responsible for hiring a sufficient number of employees to efficiently and effectively operate the program. The FSMC may not hire more employees than is required for the efficient operation of the programs within the SFA.
10. The SFA may request in writing the removal of any FSMC employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.

1. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices/equipment in the kitchen and cafeteria areas.
2. All employees employed in Arkansas schools must have both a background and a child maltreatment check. Arkansas Code § 6-17-414 SFAs may require all employees of the FSMC working in the school district to have a background check. If so, the cost of the background and maltreatment checks will be the responsibility of: **SFA  FSMC**
3. Any employee of the FSMC or SFA who serves as a school manager and/or child nutrition director must attend ADE CNU training to receive certification if said employee is paid from the non-profit child nutrition fund.
4. All employees must meet the minimum Professional Standards requirement annually.

1. **Monitoring**
2. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service conforms to USDA program regulations. (7 CFR 210.16.) The SFA shall conduct an on-site review of each serving site to determine if appropriate counting and claiming is done no later than February 1 of each year 7 CFR 210.8(a)(1).
3. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the State Agency, and the SFA upon request for the purpose of auditing, examination, or Procurement Reviews.
4. The SFA is responsible for conducting and documenting the required site visits at all sites during program operation.
5. **Use of Advisory Group/Menus**
6. The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. 7 CFR 210.16(a)(8); Arkansas Act 2285 of 2005, Ark. Code Ann. § 20-7-133 and applicable federal and state regulations.
7. Section 204 of the *Healthy, Hunger-Free Kids Act of 2010*, Public Law 111-296 expands the local wellness policy requirement by emphasizing ongoing implementation and assessment and expands the team of wellness policy collaborators. The FSMC must comply with the school district’s ongoing local wellness policy and all federal and state laws that affect school meal preparation and/or service.
8. **Use of Facilities, Inventory, Equipment, and Storage**
9. The SFA will make available, without any cost or charge to the FSMC, an area(s) on the premises agreeable to both parties in which the FSMC shall render its services.
10. The SFA may request that the FSMC provide additional food service programs. These programs may be added if and only if they are part of the original proposal. If not, then the program may result in a material change and require the contract to be rebid. The FSMC may not request that additional program be added to the original contract. SFAs may choose to add programs. Based on the cost of the program, the SFA may be required to rebid the contract. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP.
11. Any **additional food service** becomes a material change to the contract if the total cost is greater than $20,500. This addition to the contract **must be rebid**. All State Directors’ Memo 97-SP-30 Material change information is found on page 17, Item B.
12. The FSMC and the SFA shall inventory the equipment and USDA foods owned by the SFA at the beginning of the school year, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils.
13. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
14. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
15. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA foods in conformance with the SFA’s agreement with the both DHS and ADE CNU. RFP – Section: USDA Foods Section VII, page 24-27. Current inventory must be available to the SFA CNU Director at any time.
16. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
17. The SFA shall provide the FSMC with local telephone service.
18. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations. Any changes in facilities or equipment suggested by the FSMC must be approved by the SFA before purchase.
19. The SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
20. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
21. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
22. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten days of its placement on SFA premises.
23. The SFA shall have access, with or without notice, to all of the SFA’s facilities used by the FSMC for purposes of inspection and audit.
24. The FSMC shall not use the SFA’s facilities to produce food, meals, or services for other organizations without the written approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
25. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
26. The FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

1. Food service equipment may be purchased from the list approved by the SA. Any purchase

over requires prior approval from the SA. Any contract between a FSMC and a SFA requires that purchases must be approved in advance by the SFA. If prior approval must be obtained, complete the appropriate forms and submit them to the SA. Appropriate procurement procedures must be followed. Any purchase above the $5000 limit that does not receive prior approval may not be paid for out of child nutrition money. *Guidance*; Commissioner’s Memo CNU-16-004, August 13, 2015

1. **Purchases**

If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the **same procurement rules** under which the SFA must operate. The FSMC may not serve as a vendor. Any rebates, discounts, or credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA. Whether the SFA conducts its own procurement or whether the FSMC procures products on behalf of the SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which the SFA would require under procurements not involving the FSMC. 7 CFR 210.21(B)(iv)

* + - * SFAs are required to purchase, to the maximum extent practicable, domestic commodities or products specified in 7 CFR 210.21(d)(2)(i). Buy American Clause
* Definition of domestic commodity or product (i) an agricultural commodity that is produced in the United States; and (ii) a food product that is processed in the United States using agricultural commodities that are produced in the United States. (7 CFR 210.21(d)(1))
  + When purchasing food products with Federal funds, whenever possible, the recipient agencies shall purchase only food products that are produced in the United States (US) 7 CFR 250.23(a). Any food item that does not meet the “Buy American Clause” must have appropriate documentation.
  + The FSMC shall certify the percentage of U.S. content in products supplied to the SFA.
  + The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

**Choose one of the four options:**

 The SFA will do all purchasing for Child Nutrition Programs.

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

 For Cost-Reimbursable Contracts: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.

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

***If Cost-Reimbursable Contract has been chosen, the following requirements will apply:***

Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor 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 7CFR 210.21(f), 215.14a(d), 220.16(e).

**SFA must choose methodology of identifying allowable costs: a or b**

a. The contractor must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account.)

***OR***

b. The contractor 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.

1. The contractor’s determination of its allowable costs must be made in compliance with the applicable departmental and program regulations. 7 CFR 210.21.
2. The contractor 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. If approved by the State Agency, the SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.
3. The contractor 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.
4. The contractor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the State Agency, or USDA.

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

1. **Sanitation** 
   1. The FSMC shall place garbage and trash in containers in designated areas as specified by the

SFA.

* 1. The SFA shall remove all garbage and trash from the designated areas.
  2. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment B.14, pages 70-73.
  3. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
  4. The SFA shall clean ducts and hoods above the filter line.
  5. The SFA shall provide extermination services as needed.
  6. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

1. **Licenses, Fees, and Taxes**

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

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

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

1. **Nondiscrimination**

Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, ASP,

SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability. The full nondiscrimination statement is on **page 2** of this contract.

1. **Emergency Closing**

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

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

1. **Term and Termination - Termination for Cause and Convenience**
2. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice.
3. At any time, because of circumstances beyond the control of the SFA as well as the FSMC, the FSMC or the SFA may terminate the contract by giving \_\_\_\_\_\_days written notice to the other party. (The SFA must determine the number of days. The maximum number of days must not exceed 60.)
4. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.
5. **Nonperformance by FSMC**
6. In the event of the FSMC’s nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
7. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC’s negligence, including those overclaims based on review or audit findings that occurred during the effective dates of original and renewal contracts.
8. In the event either party commits a material breach, the non-breaching party may terminate this contract for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this contract. The SFA may terminate this contract for breach/neglect as determined by the SFA with written notification to the FSMC for such deficiencies as: failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to FNS or the State Agency to the settlement and satisfaction of all contractual and administrative issues arising from the transactions. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to a local, state, or federal authority that has proper jurisdiction.
9. **Certifications**
10. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act** (P.L. 94-163, 89 Stat. 871).
11. The FSMC shall comply with Sections 103 and 107 of the **Contract Work Hours and Safety Standards Act** (the *Act*), 40 U.S.C. §327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any workweek. **Davis-Bacon Act of 1931.**
12. The FSMC shall comply with Executive Order 11246, entitled ***Equal Employment Opportunity***, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR §60.
13. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the **Civil Rights Act of 1964**; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans With Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement Programs and Activities in School Nutrition Programs*, and with any and all other laws, regulations, codes or ordinances applicable to provision of the services herein.
14. The FSMC shall comply with the ***Buy American***provision for contracts that involve the purchase of food, USDA Regulation 7CFR Part 210.21(d), USDA Policy Memo SP-38-2017 and 7 CFR 250.
15. The FSMC has signed the ***Certification of Independent Price Determination***, Attachment D.1, page 86, will be attached as an addendum to the FSMC’s final proposal and incorporated herein by reference and made a part of this contract. **Attachment D.1, page 86**
16. The FSMC has signed the ***Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion***, Attachment D.2, page 87 will be attached as an addendum to the FSMC’s final proposal and incorporated and made a part of this contract. This is required of contracts of $25,000 or more. 2 CFR 200.326(I) **Attachment D.2, page 87**
17. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the **Clean Air Act** (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR §15).
18. The FSMC has signed the **Byrd Anti-Lobbying Certification**, Attachment D.4, page 89, will be attached as an addendum to the FSMC’s proposal and incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, **Disclosure Form to Report Lobbying Attachment D.5, page 90*,***, or will complete and submit as required in accordance with its instructions included in **Attachment D.6, page 91**.

2 CFR 200.326 and Appendix II of 2 CFR 200. **Attachment D.5, page 90 and Attachment D.6, page 91.**

1. FSMC will comply with applicable federal and State procurement and USDA program requirements for procurement and construction. Construction costs cannot be paid from child nutrition funds.

* All contracts in excess of $20,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1. **Miscellaneous** 
   1. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
   2. No provision of this contract shall be assigned or subcontracted without **prior** written consent of the SFA and the State Agency. *Any* amendment to the contract must be approved by ADE CNU before implementation.
   3. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
   4. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
   5. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
   6. The SFA shall be responsible for ensuring the resolution of program review and audit findings. FSMC may assist the SFA in any Administrative Review (AR) or Audit Findings found during the contracted time.
   7. This contract is subject to review and approval by the State Agency.
2. **Insurance**
3. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Arkansas. A Certificate of Insurance of the FSMC’s insurance coverage indicating these amounts must be submitted at the time of award. This must be completed by the SFA. All insurance requirements must be specified as included in the administrative and/or management fee **or** if the insurance will be billed as a direct cost to the SFA. All costs must be included in the overall price during the evaluation and scoring phase for the contract award. *Contracting with Food Service Management Companies: Guidance for School Food Authorities.*
4. Insurance will be part of the administrative/management fee**.Yes or No**
5. Insurance will be paid by the SFA as a line item on invoices provided to the district.

**Yes or No**

1. Comprehensive General Liability—includes coverage for:
2. Premises—Operations
3. Products—Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Personal Injury $ \_\_\_\_\_\_\_\_\_ Combined Single Limit
8. Automobile Liability: $ \_\_\_\_\_\_\_\_\_\_ Combined Single Limit
9. Workers’ Compensation—Statutory; Employer’s Liability—$ \_\_\_\_\_\_\_\_\_\_\_
10. Excess Umbrella Liability: $ \_\_\_\_\_\_\_\_\_\_\_\_ Combined Single Unit
11. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.
12. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
13. **Optional Requirements to Be Included—To be completed by the SFA**
14. The district **will/will not (circle one)** reimburse for reasonable cellular telephone expense incurred by the Director for communications related to the contract. Reasonable expenses shall not include additional services such as paging, e-mail, or voice mail. If allowed, it must be charged as an expense by the FSMC.
15. The district **will/will not (circle one)** reimburse for travel expenses for on-site FSMC staff that are allowable direct costs related to the contract and which are approved in advance. Reasonable expenses shall include mileage reimbursement, lodging (at the lowest available room rate), and reasonable meal expenses. Mileage, lodging, and meal expenses will be reimbursed at the same rate as received by SFA employees.
16. The district **will/will not (circle one)** reimburse reasonable mileage expense of the FSMC Director for allowable local travel related to the contract based on the same mileage rate as received by SFA employees. This mileage rate is $ \_\_\_\_\_.
17. The following provisions **will/will not (circle one)** apply to FSMC investment (to be completed by the SFA):

The FSMC **may/may not (circle one)** purchase equipment for the food service program in an amount not to exceed \_\_\_\_\_\_\_\_\_. The **FSMC** shall be subject to the same procurement requirements to which the district is subject in any procurement action and **may not serve as a vendor when procuring on behalf of the school food service.** The district shall repay at the rate specified when the equipment was purchased, which sum shall be charged to the district as an Operating Expense of the food service program. Ownership of the investment will vest in the district upon full payment of the purchase price to the FSMC. Upon such payment, the FSMC shall deliver a Bill of Sale evidencing transfer of title to the equipment to the district. Any equipment costing $5,000 or more or is classified as “sole source” must be approved **in advance** by the State Agency. Commissioner’s Memo CNU-16-004.

***If the Agreement expires or is terminated prior to the complete repayment of the investment, the district shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either***(SFA must mark appropriate box):

 Reimburse the FSMC the unpaid portion of the investment. ***OR***

 Deliver the equipment or other items funded by the investment to the FSMC. ***OR***

 Lease purchase the equipment or other items funded by the investment from the FSMC

and continue to pay the FSMC a monthly payment in the amount specified when the

equipment was purchased until the balance of the investment is repaid. In this event the

district’s obligation under the Lease Purchase Agreement with the FSMC shall be

subject to the district’s ratification of the rental agreement for each ensuing fiscal year.

IT Equipment – Information Technology Systems **will/will not** be provided. Circle one.

(a) **Information Technology Systems (Cost reimbursable contracts only).** FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the “IT System”) (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA’s Food Service Programs. SFA shall receive a charge for the use of the IT System. The cost methodology utilized in determining such charge shall be kept on file by SFA on SFA’s premises. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. FSMC’s IT System shall provide the following services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If the SFA needs the IT System to perform certain reports, etc. outside the normal functions, the SFA must request those functions. List on separate sheet if necessary.

(b**) Information Technology Systems (Fixed meal contract. All fees must be part of the fixed-meal rate).** FSMC shall provide, install, deploy into production, operate and maintain and support an information system (the “IT System”) (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA’s Food Service Programs. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. FSMC’s IT System shall provide the following services:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If the SFA needs the IT System to perform certain reports, etc. outside the normal functions, the SFA must request those functions. List on separate sheet if necessary.

1. Unless stated in the contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs that may arise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract. The FSMC may only hold the SFA responsible to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the contract.
2. Limitation on Nonperformance for Deficit Operations (Guarantee). The district and the

FSMC shall work together to ensure a financially sound operation. If food service operations result in a deficit during the initial contract school year, the FSMC shall reimburse the district for the deficit. All FSMC assumptions used in calculating financial projections shall be clearly defined in the financial section of each proposal. Factors not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, this condition shall apply to subsequent years. FSMCs cannot recover deficits from one fiscal year in subsequent years if contract is renewed.

1. **Assumptions.** Financial terms of the contract are based upon existing conditions and the following assumptions. If there is a **material change** in conditions, including, without limitations, changes to the following assumptions, the contract

(1) **may** **be terminated** at the end of the current term or

(2) continue under the same terms as written, whichever is mutually agreed upon.

* + The district’s policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
* Average daily attendance (ADA) for the initial contract year beginning July 1 and any subsequent contract renewals shall equal or exceed prior year’s ADA. SFA must provide enrollment history for three previous school years to all bidders at the pre-bid meeting.
* Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
* The *Healthy, Hunger-Free Kids Act of 2010* (the HHFKA) made significant changes to the National School Lunch Act. Section 201 of the HHFKA amended section 4(b) of the NSLP, 42 U.S.C. 1753(b), to provide for additional assistance payments in the form of performance-based reimbursement of six (6) cents per lunch served beginning on October 1, 2012. Performance-based cash reimbursement is in addition to the general and special cash assistance described above and is to be provided for each lunch served, if the SFA is certified by the State agency to be in compliance with the updated meal patterns and nutrition standards. It is the SFA’s responsibility to apply for the USDA additional reimbursement funds. Failure of the FSMC to comply with the required meal pattern and nutrition standards which results in removal of the performance-based certification, the FSMC will reduce the fixed fees by the current amount of performance based reimbursement per meal until the performance reimbursement has been restored.
* Usable USDA foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
* The government reimbursement rates in effect shall remain materially consistent throughout the year.
* Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
* Service hours, service requirements, and type or number of facilities selling food and/or beverages on district’s premises shall remain materially consistent throughout the year.
* The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
* The projected number of full feeding days is: **\_\_\_\_\_\_.** This number may vary based on the SFA’s Snow/Inclement Weather Policy.
* District revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

1. **Returning to a Self-Operated Program** – SFAs are required to mail or fax a letter to ADE CNU on official school letterhead stating that the SFA will no longer be using the services of a FSMC. The letter must be dated and signed by the superintendent and school board president.
2. **Trade Secrets and Proprietary Information – Rights to Invention Made Under a Contract or Agreement**
3. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (*trade secrets*). The SFA shall not disclose any of the FSMC’s trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA’s access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the contract. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA’s obligations under this section are subject to its obligations under the state and federal records laws. This provision shall survive termination of the contract.
4. Any discovery, invention, software, or programs, the development of which is paid for by the SFA, shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights. 2 CFR 200 Appendix II (F)
5. **Summer Food Service Program (SFSP) through DHS (Department of Human Services) and/or Child and Adult Care Food Program (CACFP) through DHS (Department of Human Service) (Afterschool Meal Program)**

Supper Feeding Programs (CACFP) and Summer Feeding through DHS (SFSP) are programs administered through the Department of Human Services. The Arkansas Department of Education Child Nutrition Program does not administer these programs. If the SFA chooses to participate in either or both of the feeding programs offered through the Department of Human Services (DHS), both parties must follow the rules and regulations of the program. Contact DHS for specific information.

1. FSMCs shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of Treasury Circular 570. No sponsor or State Agency shall allow FSMCs to post any ***ALTER­NATIVE*** forms of bid or performance bonds, including but not limited to, cash, certified checks, letters of credit, or escrow accounts. (Reference 7 CFR 225.15[m][5-7]).

Each FSMC which submits a proposal over $100,000 shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. (Reference 7 CFR 225.15[m][5-7])

1. **Buy American**

All purchases made on behalf of the SFA must follow the guidelines established in the “Buy American” Clause. Any product purchased that does not meet the requirements must be documented and a justification form completed. The required form may be found on the ADE Child Nutrition website: <http://adecm.arkansas.gov/Attachments/CNU-16-039--Buy_American_Justification_Form.pdf>. Forms must be maintained in the procurement documentation.

1. **Farm to School/Geographic Preference**

A. The FSMC, as the agent of the SFA, will maximize the use of Arkansas grown/locally grown products, including but not limited to, fruits, vegetable, protein and dairy products, whenever possible, and when purchased by the SFA directly, such fruits, vegetables, protein and dairy products must be used by the FSMC  in the SFA’s Food Service Program.

B. The FSMC shall engage in the Arkansas Farm to School Program, if applicable, in an effort to connect schools (K - 12) with Arkansas local farms in order to serve healthy meals using locally-produced foods, and participate in relevant state education and marketing initiatives that support farm to school.

C. The FSMC shall produce a yearly report which documents the procurement of Arkansas grown / locally grown products including the local farm source, the product(s) purchased

and the value of the products purchased on behalf of the SFA.

1. **Acknowledgement of Responsibility**
   * 1. By signing below, the SFA hereby acknowledges the following:

* The USDA publication entitled, “Contracting with Food Service Management Companies: Guidance for School Food Authorities,” has been reviewed by the SFA and its authorized representatives.
* The SFA shall remain responsible for the overall operation of the school nutrition program, including program oversight, monitoring, quality control, and other responsibilities as outlined in USDA guidance. These responsibilities may not be delegated to the FSMC.
  + 1. **Any deletions or additions to the original contract must be approved by the SA before beginning services. The FSMC must present changes to the SFA. The SFA must request these approvals from the SA.**
    2. SFA Contact Information

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible, as the SFA employee, to ensure the FSMC contractor in compliance with all regulatory provision of this RFP/Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorized SFA Representative Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative of SFA Date

* + 1. **School Board Attestation:**

By signing this document, members of the \_\_\_\_\_\_\_\_\_ School Board certify that all federal and state procurement regulations have been followed and all procurement of FSMCs have followed the federal ethics standard 2 CFR 200.318.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SFA School Board President Date

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School Board Member Date

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School Board Member Date

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**Section A: Revenue and Expenditure Pages**

Pages in Section A or their equivalents must be completed by the SFA to provide the current revenue and expenditures of the Child Nutrition Program.

Attachment A.1

**PROJECTED OPERATIONS – REVENUE FOR PROGRAMS**

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

Data shown is based on the most recent full-service year: **\_\_\_2017-18\_**\_School Year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Use your end of year report from the Claim System***

Breakfasts: Meals Price Total

Elementary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subtotal Breakfasts: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Lunches: Meals Price Total

Elementary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ =$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subtotal Lunches: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

After-School Snack – NSLP Meals Price Total

Elementary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Full-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subtotal After-School Snack: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Meals Price

Special Functions (Catering) #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A la Carte Total Revenue (include a la carte sales to adults and students), if applicable $\_\_\_\_\_\_\_\_\_\_\_\_\_

Concession Revenue, if applicable $\_\_\_\_\_\_\_\_\_\_\_\_\_

Vending Machine Sales Total Revenue $**\_\_\_\_\_\_\_\_\_\_\_\_\_**

Six Cent Performance Based  **$\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL IN-SCHOOL REVENUE** **$\_\_\_\_\_\_\_\_\_\_\_\_\_**

Attachment A.2

**FEDERAL REIMBURSEMENT**

Data shown is based on the most recent full-service year: \_2017-18 School Year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Year

Breakfasts: Meals Price Total

Free #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Free, Severe Need #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Red-Price, Severe #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Price, Severe #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Breakfast**

Lunches: Meals Price Total

Free #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Free, Safety Net #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Red-Price, Safety #\_\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_\_ = $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full, Safety #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Lunches**

After-School Snack – NSLP Meals Price Total

Free #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reduced-Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Price #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Snacks**

Seamless Summer Option Meals Total

Free Breakfast #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Free Lunch #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Free Snack #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Free Supper (if applicable) #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total SSO**

Summer Food Service Program (SFSP through DHS):

Meals Price Total

Breakfast #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch/Supper #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Snack #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total SFSP**

Child and Adult Care, if applicable:

Meals Price Total

Breakfast #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch/Supper #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Snack #\_\_\_\_\_\_\_\_\_\_\_\_ x \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total CACFP**

**TOTAL FEDERAL REIMBURSEMENT** $\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment A.3

**STATE REIMBURSEMENT**

Data shown is based on the most recent full-service year: \_\_\_\_2017-18 School Year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This information may be found on last year’s claim or on a letter mailed to the district in the fall of 2017. It is based on the number of lunch meals claimed in 2016.

Meals (Total Lunches) Rate Total Received

State Match: #\_\_\_\_\_\_\_\_\_\_\_\_ x .0315387 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL STATE REIMBURSEMENT** = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL IN-SCHOOL REVENUE = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(From Page 47)**

**TOTAL FEDERAL REIMBURSEMENT = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(From Page 48)**

**TOTAL STATE REIMBURSEMENT = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(From Page 49)**

**INTEREST INCOME = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL REVENUE = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Attachment a.4**

**Projected Operations – expenditures**

**For programs and sites to be contracted, excluDing sfsp or SSO**

**(To Be Completed by SFA)**

**Data shown is based on the most recent full-service year: 2017-2018 School Year**

**Food and Milk**

Enter the amounts of food and milk purchased and received. $

Commodity Value $

Bonus Commodity Value $

**Direct Labor and Benefits**

Enter the gross amount paid for salaries to food service workers. Include $

employee benefits such as health insurance, retirement funds, and matching

social security. Include any FSMC fees and expenses.

**Other Direct**

Enter the cost for nonfood items such as paper goods, supplies, equipment $

repairs (less than $2,500 per repair), equipment, rental, and extermination.

**Expendable Equipment**

Enter the amount of each piece of equipment with an acquisition cost less $

than $2,500.

**Nonexpendable Equipment**

Enter the depreciated amount of each piece of equipment with an acquisition $

cost of $2,500 or more.

**Non-reimbursable Expenses**

Enter all expenditures that are not allowable cost for reimbursement purposes $

(i.e., bank charge of bounced checks, lost commodities, etc.).

**A la carte Sales (if not included above)**

Enter total expenditures related to a la carte sales (i.e., food, labor, supplies). $

**Special Functions (Catering)**

Enter total expenditures related to special functions (i.e., food, labor, supplies, $

equipment repair, etc.).

**Vended Meals (Contract Meals) (If not included above)**

Enter total expenditures related to the preparation and delivery of contract $

meal (i.e., food, labor, supplies, etc.).

**Vending Machines**

Enter total expenditures related to concession sales (i.e., food, labor, supplies, $

equipment repair, etc.).

**Concession Sales**

Enter total expenditures related to concession sales (i.e., food, labor, supplies, $

equipment repair, etc.).

**Subtotal Expenditures** $

**Less Commodity Usage \_\_\_\_\_\_ x \_\_\_\_\_\_\_ = $**

NSLP Lunches Only (previous year) \*Commodity Rate

**Less Rebates, Discounts, Commissions, if Applicable $**

**Total Expenditures: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Attachment A.5**

**Summary:**

**Total Revenue: $ (Page 49)**

**Total Expenditures: $ (Page 50)**

**Final balance $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**cIRCLE: PROFIT OR lOSS**

Attachment A.6

**EVALUATION OF MENUS AND PLANNING OPTIONS FOR BREAKFAST/LUNCH FOR**

**SY 2019-2020**

**Menu Planning Option – Traditional Food-Based**

**Age/Grade Grouping**

**Breakfast:**

Choose all that apply:

□ Pre-K □ K-5 □ K-8 □ 6-8 □ 9-12

**Lunch:**

Choose all that apply:

□ Pre-K □ K-5 □ K-8 □ 6-8 □ 9-12

**Afterschool:**

Choose all that apply:

□ Pre-K □ K-5 □ K-8 □ 6-8 □ 9-12

**Evaluation of the 21-Day Cycle Menu:**

**Provide detailed explanation as to the menu and meal component adjustments to age-grade group(s) selected above.**

FSMC Bidders will attach the Menu Cycle for breakfast/lunch following the instructions outlined in the RFP under Standard Terms and Conditions, Section XII -Use of Advisory Group/Menus, on page 33. **Menu Cycles will be evaluated based upon the following 100 point scale:**

1. Compliance with SFA Designated USDA Meal Pattern and Nutrient Standards 10

2. Compliance with USDA Food Components for Student Meals 10

3. Average cost Projected for Each Breakfast/Lunch Component per Serving for menu items 15

(Per menu item cost projections must be related to keeping costs within federal reimbursement for a free lunch)

4. Compliance with Arkansas Nutrition Standards 10

(To receive maximum points weekly menus must comply with all standards referenced in Section C: Resources

5. Variety of student choices offered at: Elementary 5

Secondary 5

6. Variety of Fresh Fruits & Vegetables Offered 15

To receive maximum points Fresh Fruits and/or Vegetables and Vegetable Subgroups must be offered daily.)

7. Variety of Whole Grains offered on a daily basis 15

(To receive maximum points Whole Grain Foods or Products must be offered daily.)

Label for qualifying products to indicate the number of **oz. equivalents grains** that meet the whole grain criteria.

8. Variety of Color, Texture, Contrast, Eye Appeal in Menus Over 5 Day Increments 15

(To receive maximum points no one food item, except as required by USDA (such as milk), can be offered daily or as allowed by the Arkansas Nutrition Standards. A food item such as potatoes would be considered repetitive if offered in various forms, i.e. mashed, baked, fried, etc.)

For purposes of this evaluation, the total points awarded through the menu analysis will be multiplied by 10% to assign a value (0-10 points) to be used in the RFP Award Criteria for NSLP Evaluation.

**Non-compliance with USDA requirements or Arkansas Nutrition Standards will result in disqualification of the bidder.**

Attachment A.7

**MENU CYCLE FOR BREAKFAST/LUNCH FOR SY 2019-2020**

Attach a sample 21-day cycle breakfast and lunch menu. The SFA should use current menus. **The 21-day menu cycle should contain all the items the SFA wants the FSMC to provide to the SFA’s students.** This menu must be planned with the following menu planning option and age/grade grouping:

□ Pre-K □ K-5 □ K-8 □ 6-8 □ 9-12

FSMCs are to provide a 21-day sample breakfast and lunch menu to the SFA for evaluation.

Attachment A.8

**Agreement Page**

The bidder certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

The bidder certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their duly authorized representatives.

ATTEST: SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST: FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

**Section B: Worksheets**

**The following pages or their equivalents are to be used to provide information for the FSMC as the companies prepare bids. These pages will also allow SFAs to reflect on the positives and negatives of their current programs.**

**SFAs are to provide all information requested in formats easily understood to all parties.**

**SFA SITE/BUILDING LISTING – GENERAL DATA (Example)**

Attachment B.1

**(To be completed by the SFA)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ADDRESS** | **GRADE LEVELS1** | **SELF-PREP. SATELLITE, ETC.** | **NO. OF SERVING PERIODS (LUNCH)** | **BEGINNING AND ENDING TIMES OF MEAL SERVICE** | | | **NUMBER OF SERVING DAYS** |
| **BREAKFAST** | **LUNCH** | **SNACK** |
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**SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED (Example)**

Attachment B.2

**Attachment A-2**

**(To be completed by the SFA)**

***Mark each service to be provided with “X”***

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| **SITE OR SCHOOL** | **BREAKFAST** | | | | | **LUNCH** | | | | | **ASP** | **PRE-K** | SFSP | SSO | **CACFP** | **VENDING** | **CONCESSION** | **CATERING** |
| **MEAL** | **OVS** | **ALA CARTE** | **CONTRACT MEALS** | **ADULT MEALS** | **MEAL** | **OVS** | **A'LA CARTE** | **CONTRACT MEALS** | **ADULT MEALS** |
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⮚ SFSP = Summer Food Service Program

⮚ SSO = Seamless Summer Option

⮚ CACFP = Child and Adult Care Feeding Program

⮚ ASP = Afterschool Snack Program

* OVS = Offer verses Serve

Attachment B.3

**LUNCH PROGRAM**

**SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) (Example)**

**(To be completed by the SFA. Add additional pages if needed.)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **REIMBURSABLE MEALS Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)** | | | **SELLING PRICE ($)** | | **CONTRACT MEALS** | | **Ala Carte Sales** |
| **FULL PRICE** | **FREE** | **REDUCED PRICE** | **STUDENT**  **Paid Rate** | **ADULT Paid Rate** | **# OF LUNCHES** | **RATE** |
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| **TOTAL** |  |  |  |  |  |  |  |  |  |
| ***Do not in****c****lude Special Functions*** | |  |  |  |  |  |  |  |  |

**BREAKFAST PROGRAM**

Attachment B.4

**SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) (Example)**

**(To be completed by the SFA)**

|  |  |  |  |  |  |  |  |  |  |
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| **SITE OR SCHOOL** | **ENROLLMENT** | **REIMBURSABLE MEALS Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)** | | | **SELLING PRICE ($)** | | **CONTRACT MEALS** | | **Ala Carte Sales** |
| **FULL PRICE** | **FREE** | **REDUCED PRICE** | **STUDENT**  **Paid Rate** | **ADULT Paid Rate** | **# OF BREAKFASTS** | **RATE** |
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| **TOTAL** |  |  |  |  |  |  |  |  | $ |
| ***Do not in****c****lude Special Functions*** | |  |  |  |  |  |  |  |  |

**AFTER SCHOOL SNACK PROGRAM**

**SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) (Example)**

Attachment B.5

**(To be completed by the SFA)**

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| **SITE OR SCHOOL** | **ENROLLMENT** | **REIMBURSABLE MEALS Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)** | | | **SELLING PRICE ($)** | | **CONTRACT MEALS** | |
| **PAID** | **FREE** | **REDUCED PRICE** | **STUDENT**  **Paid Rate** | **ADULT Paid Rate** | **# OF SNACKS** | **RATE** |
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| **SFA TOTAL** |  |  |  |  |  |  |  |  |
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**SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) (Example)**

**SEAMLESS SUMMER OPTION (SSO) (IF APPLICABLE)**

**Worksheet 1-A**

**(To be completed by the SFA)**

Attachment B.6

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| **SITE OR SCHOOL** | **REIMBURSABLE BREAKFASTS** | **REIMBURSABLE LUNCHES** | **REIMBURSABLE SNACKS** | **REIMBURSABLE SUPPERS** |
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| **TOTALS** |  |  |  |  |

**SUMMER FOOD SERVICE PROGRAM (SFSP) (Through Department of Human Services)**

Attachment B.7

**SFA SPECIFICATION WORKSHEET ON AVERAGE DAILY PARTICIPATION (ADP) (Example)**

**(To be completed by the SFA if applicable)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **REIMBURSABLE BREAKFASTS** | **REIMBURSABLE LUNCHES** | **REIMBURSABLE SNACKS** | **REIMBURSABLE SUPPERS** |
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| **TOTALS** |  |  |  |  |

**LABOR WORKSHEET (Example)**

Attachment B.8

**(To be completed by the SFA for SFA employees retained.)**

**For SY 2017-2018**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **EMPLOYEE** | **JOB TITLE** | **DAILY HOURS** | **NUMBER OF DAYS PAID** | **TOTAL ANNUAL WAGE ($)**  **Contracted Amount** |
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| **TOTAL LABOR** |  |  |  |  | **$** |
| **Substitute Pay**  **Agency or SFA Paid**  **Circle One** |  |  |  |  | **$** |

**FRINGE BENEFIT COST WORKSHEET**

Attachment B.9

**(To be completed by the SFA for SFA employees to be retained by SFA**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **EMPLOYEE NAME** | **HOSPITALIZATION**  **(Medical)**  **$** | **DENTAL**  **$** | **VISION**  **$** | **LONGEVITY OR ANNUITY**  **$** | **RETIREMENT**  **$** | **OTHER**  **$** | **TOTALS** |
|  |  |  |  |  |  |  | **$** |
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|  |  |  |  |  |  |  | **$** |
|  |  |  |  |  |  |  | **$** |
| **TOTAL COSTS** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **If Workers’ Compensation cost is charged to food service, what is percentage? \_\_\_\_\_\_%** | | | | | | |  |
| ***NOTE: Use actual rates for SFA: do not use a prorated statewide average benefit rate.***  **LABOR WORKSHEET (Example)**  Attachment B.10  **(To be completed by the SFA for SFA employees terminated.)**  **For SY 2017-2018**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Number of Employees** | **JOB TITLE** | **DAILY HOURS** | **NUMBER OF DAYS PAID** | **TOTAL ANNUAL WAGE ($) of all employees in this position**  **Contracted Amount** | |  | Managers |  |  |  | |  | Cooks |  |  |  | |  | Clerical |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | | **Substitute Pay**  **Agency or SFA Paid**  **Circle One** |  |  |  |  | | **Total Labor** |  |  |  |  |   **FRINGE BENEFIT COST WORKSHEET**  Attachment B.11  **(To be completed by the SFA for SFA employees to be terminated by SFA)**  **Pay rates for the year \_2017\_- \_2018\_\_**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Total Medical Insurance**  **SFA Cost** | **Total Dental**  **SFA Cost** | **Total Vision SFA Cost** | **Additional Insurance Paid by the SFA for the Employee** | **Retirement Match $** | **Other** | **TOTALS** | |  |  |  |  |  |  | **$** | |  |  |  |  |  |  | **$** | |  |  |  |  |  |  | **$** | | **Substitute Pay**  **Agency or SFA** |  |  |  |  |  | **$** | | **Total Cost to SFA** |  |  |  |  |  | **$** | |  |  |  |  |  |  | **$** | |  |  |  |  |  |  | **$** | | | | | | | |  |
|  | | | | | | |  |

Attachment B.12

**LABOR WORKSHEET (Example)**

**(To be completed by the FSMC for FSMC employees only if the school currently has a FSMC)**

**Pay rates for the year \_\_\_\_2017\_ - 2018\_\_\_\_**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **EMPLOYEE** | **JOB TITLE** | **HOURLY RATE ($)** | **DAILY HOURS** | **NUMBER OF DAYS PAID** | **TOTAL ANNUAL WAGE ($)** |
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|  |  |  |  |  |  |  |
| **TOTAL LABOR** |  |  |  |  |  | **$** |
| **Substitute Pay** | | | | | | **$** |
| ***Note: Use actual rates for FSMC: do not use a prorated statewide average benefit rate.*** | | | | | | |

Attachment B.13

**FRINGE BENEFIT COST WORKSHEET (Example)**

**(To be completed by the FSMC for FSMC employees only if the school currently has a FSMC)**

**Pay rates for the year \_\_\_\_2017\_ - 2018\_\_\_\_**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **EMPLOYEE NAME** | **HOSPITALIZATION**  **(Medical)**  **$** | **DENTAL**  **$** | **VISION**  **$** | **LONGEVITY OR ANNUITY**  **$** | **LIFE**  **$** | **TOTALS** | |
|  |  |  |  |  |  | **$** | |
|  |  |  |  |  |  | **$** | |
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|  |  |  |  |  |  | **$** | |
|  |  |  |  |  |  | **$** | |
| **TOTAL COSTS** | **$** | **$** | **$** | **$** | **$** | **$** | |
| **If Workers’ Compensation cost is charged to food service, what is percentage? \_\_\_\_\_\_%  *NOTE: Use actual rates for FSMC: do not use a prorated statewide average benefit rate.*** | | | | | | |  | |

**SFA PROPOSED SALES PRICE LIST\***

Attachment B.14

**LUNCH BREAKFAST**

Elementary School Elementary School

Paid $ Paid $

Reduced – Price $ Reduced – Price $

Adults – District $ Adults – District $

Adults – Other $ Adults – Other $ \_\_\_\_\_\_

Milk $ Milk $ \_\_\_\_\_\_

Middle School Middle School

Paid $ Paid $

Reduced – Price $ Reduced – Price $

Adults – District $ Adults – District $

Adults – Other $ Adults – Other $ \_\_\_\_\_\_

Milk $ Milk $ \_\_\_\_\_\_

High School High School

Paid $ Paid $

Reduced – Price $ Reduced – Price $

Adults – District $ Adults – District $

Adults – Other $ Adults – Other $

Milk $ Milk $ \_\_\_\_\_\_

Ala Carte $\_\_\_\_\_\_\_\_\_\_\_

**SNACK**

Student $

Adult $

*\*Note: The SFA must set all prices for all meals.*

Attachment B.15

**RESPONSIBILITY DETAIL SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION** | **FSMC** | **SFA** | **NOT APPLICABLE** |
| FOOD: |  |  |  |
| Food Purchases |  |  |  |
| USDA FOODS: |  |  |  |
| Processing & Fees for Service (if applicable) |  |  |  |
| Processing and Payment of Invoices |  |  |  |
| LABOR: |  |  |  |
| FSMC EMPLOYEES: |  |  |  |
| Salaries/Wages |  |  |  |
| Fringe Benefits and Insurance |  |  |  |
| Retirement |  |  |  |
| Payroll Taxes |  |  |  |
| Workers’ Compensation |  |  |  |
| Unemployment Compensation |  |  |  |
| SFA EMPLOYEES: |  |  |  |
| Salaries/Wages |  |  |  |
| Fringe Benefits and Insurance |  |  |  |
| Retirement |  |  |  |
| Payroll Taxes |  |  |  |
| Workers’ Compensation |  |  |  |
| Unemployment Compensation |  |  |  |

The SFA has determined the direct cost responsibility schedule to be part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA’s operation, must be assigned by the SFA and included in the RFP. The SFA determines the responsible party.

**Attachment B.15, Page 2**

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION** | **FSMC** | **SFA** | **NOT APPLICABLE** |
| OTHER EXPENSES: |  |  |  |
| Paper/Disposable Supplies |  |  |  |
| Cleaning/Janitorial Supplies |  |  |  |
| Tickets/Tokens |  |  |  |
| China/Silverware/Glassware: |  |  |  |
| Initial Inventory |  |  |  |
| Replacement During Operation |  |  |  |
| Telephone: |  |  |  |
| Local |  |  |  |
| Long Distance |  |  |  |
| Cell Phone(s) |  |  |  |
| Uniforms |  |  |  |
| Linens |  |  |  |
| Laundry |  |  |  |
| Trash Removal: |  |  |  |
| From Kitchen |  |  |  |
| From Dining Area |  |  |  |
| From Premises |  |  |  |
| Pest Control |  |  |  |
| Equipment Replacement |  |  |  |
| Nonexpendable |  |  |  |
| Expendable |  |  |  |
| Equipment Repair |  |  |  |
| Car/Truck Rental (Include Explanation ) |  |  |  |
| Vehicle Maintenance |  |  |  |
| Courier Services  (i.e., Bank Deposits, School Deliveries) |  |  |  |

**Attachment B.15, Page 3**

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION** | **FSMC** | **SFA** | **NOT APPLICABLE** |
| Storage Costs: |  |  |  |
| Food |  |  |  |
| Supplies |  |  |  |
| Office Supplies |  |  |  |
| Printing |  |  |  |
| Promotional Materials |  |  |  |
| Mileage |  |  |  |
| Lodging |  |  |  |
| Per Diem |  |  |  |
| Taxes |  |  |  |
| Sales |  |  |  |
| Other |  |  |  |
| License Fees |  |  |  |
| Other: Add other expenses charged to food service. Overhead expenses incurred by the FSMC cannot be included. |  |  |  |
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**Attachment B.15, Page 4**

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION**  Cleaning Responsibilities Listed Below | **FSMC** | **SFA** | **NOT APPLICABLE** |
| Food Preparation Areas (Include Equipment) |  |  |  |
| Serving Areas |  |  |  |
| Kitchen Floors |  |  |  |
| Dining Room Floors |  |  |  |
| Periodic Waxing and Buffing of Dining Room Floors |  |  |  |
| Restrooms for Food Service Employees |  |  |  |
| Grease Traps |  |  |  |
| Daily Routine Cleaning of Dining Room Tables and Chairs |  |  |  |
| Thorough Cleaning of Dining Room Tables and Chairs |  |  |  |
| Cafeteria Walls |  |  |  |
| Kitchen Walls |  |  |  |
| Light Fixtures |  |  |  |
| Windows |  |  |  |
| Hoods |  |  |  |
| Grease Filters |  |  |  |
| Duct Work |  |  |  |
| Exhaust Fans |  |  |  |
| Other: (List Below) |  |  |  |
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**C: Resources**

**These following pages contain resources for use in the procurement of a FSMC.**

Attachment C.1

**MINIMUM FOOD SPECIFICATIONS**

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”)

Meat/Seafood – All meats, meat products, poultry, poultry products, and fish must be government inspected.

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

Dairy Products – All dairy products must be government inspected

* Fresh eggs, USDA Grade A or equivalent, 100 percent candled.
* Frozen eggs, USDA inspected
* Milk, pasteurized Grade A

Fruits and Vegetables -

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

Baked Products –

* Bread, rolls, cookies, pies, cakes, and puddings wither prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast, lunch, Seamless Summer Option or Afterschool Snack requirements, as applicable.

Staple Groceries –

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

**\*\*Food Specifications must be changed annually to comply with staged implementation of new USDA menu guidance.**

Attachment C.2

***FSMC Food Services Shall Adhere to USDA and Arkansas Nutrition Standards and***

***Regulations for All Menus, A la Carte, and Foods Available at School***

**Arkansas State Nutrition Standards Applicable in**

**All School Food Authorities/Districts**

1. **Arkansas Department of Education Rules Governing Nutrition & Physical Activity Standards and Body Mass Index for Age Assessment Protocols in Arkansas Public Schools, February 13, 2012** - **Regulatory Authority:** Ark. Code Ann. §§ 6-16-132, 20-7-133, 20-7-134, 20-7-135 and Act 981 of May, 2016.
2. **Arkansas Nutrition Standards** also include **(1)** increased nutrition standards for United States Department of Agriculture (USDA) reimbursable meals and all a la’ carte foods served in all school cafeterias, and **(2)** allowable foods/beverages with portion size restrictions that can be made available on all school campuses during the declared school day 3) school nutrition and physical activity advisory committee.  **Regulatory Authority:** Ark. Code Ann. §§ 20-7-133, 20-7-134 and 20-7-135, ADE Rules Governing Nutrition and Physical Activity Standards

**8.00 GENERAL REQUIREMENTS FOR FOOD AND BEVERAGES IN PUBLIC SCHOOLS**

8.01 Access to Food and Beverages in Public Schools

8.01.1 Elementary students will not have in-school access to vending machines offering food and beverages.

8.01.2 During the school day, all schools may serve or provide food or beverages that are compliant with Smart Snacks regulations. This includes competitive foods provided by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.), students or student groups, parents or parent groups, or any other person, company, or organization associated with the school site.

8.01.2.1 The school district shall maintain documentation that all food and/or beverages comply by utilizing the Alliance for a Healthier Generation Smart Snacks Calculator, including a copy of the Smart Snacks Calculator product compliance screen and a copy of the nutrition fact label of the product.

8.01.2.2 Outside of meal service, schools shall limit the number of servings per day to one per student.

8.01.2.2.1 Food and beverages provided under Section 8.01.2 shall not be available in the food service area during meal service.

8.01.3 During the school day, all schools are prohibited from selling competitive food or beverages to students anywhere on school premises except:

8.01.3.1 Prior to the start of the first classes of the school day; or

8.01.3.2 Thirty (30) minutes after the last lunch period has ended.

8.01.3.3 This prohibition includes competitive foods and beverages sold by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.), students or student groups, parents or parent groups, or any other person, company, or organization associated with the school site.

8.01.3.4 Food and beverages sold shall be compliant with Smart Snacks regulations, and carbonated and sweetened non-carbonated beverages shall be restricted to no more than twelve (12) ounces per container and fifty-five (55) milligrams of caffeine per serving.

8.01.3.5 The school district shall maintain documentation that all food(s) and/or beverage(s) comply by utilizing the Alliance for a Healthier Generation Smart Snacks Calculator, including a copy of the Smart Snacks Calculator product compliance screen and a copy of the nutrition fact label of the product.

8.01.3.6 The school district shall maintain documentation that all fundraisers to which Section 8.01.3 of these Rules applies, are approved by district administration.

8.01.3.7 Food and beverages sold outside of the non-profit food service shall not be available in the food service area during meal service. This Section 8.01.3.7 does not apply to a la carte items sold in the food service area.

8.01.4 A la carte items sold in the food service area during meal times shall be compliant with Smart Snacks regulations. This includes entrees, side dishes, second trays, and all competitive foods.

8.02 Exceptions to Limiting Access to Food and Beverages in All Schools

8.02.1 Parents’ Rights - This policy does not restrict what parents may provide for their own child’s lunch or snacks. Parents may provide competitive foods and/or beverages or candy items for their own child’s consumption, but they may not provide restricted items to other children at school.

8.02.2 School Nurses - This policy does not apply to school nurses using competitive foods and/or beverages during the course of providing health care to individual students.

8.02.3 Special Needs Students - This policy does not apply to special needs students Individualized Education Program (IEP) plan or 504 plan indicates the use of competitive foods and/or beverages for behavior modification (or other suitable need).

8.02.4 School Events - Students may be provided any food and/or beverage items during the school day for up to nine (9) different events each school year to be determined and approved by school officials. These items may not be provided during meal times in the areas where school meals are being served or consumed.

8.02.5 Food for Instructional Purposes - Food integrated as a vital part of the instructional program are allowed at any time. Examples include edible manipulatives such as a square of cheese to teach fractions, a nutrition food experience, food production in family and consumer science units, and food science units.

8.02.6 U.S.D.A. Fresh Fruit and Vegetable Program - Fresh fruits and fresh vegetables may be provided through this program, which is administered by the Arkansas Department of Education Child Nutrition Unit and funded through the Food, Conservation, and Energy Act of 2008 to provide all children in participating schools with a variety of free, fresh fruits and fresh vegetables throughout the school day.

8.02.7 Self-Sustaining Fresh Fruit and Vegetable Program - Fresh fruits and fresh vegetables may be provided through this program administered at the local school level and funded through local Child Nutrition Funds (when exceeding an operating balance of three (3) months), school-sponsored groups, and/or entities within the community. Schools participating in this program attest that the intent of the federal Fresh Fruit and Vegetable Program will be followed, including, but not limited to the requirements for only fresh fruits and fresh vegetables, nutrition education, and community involvement.

8.02.8 School Testing Days - Students may be given any food and/or beverage items that meet the Alliance for a Healthier Generation Smart Snacks Calculator requirements during the school day on scheduled testing days each school year to be determine and approved by school officials.

**9.0 NUTRITION STANDARDS FOR FOODS AND BEVERAGES**

9.01 The Arkansas nutrition standards will apply to all food and beverages served, provided, or sold to students on elementary, middle, junior high and high school campuses (except the reimbursable school meals, which are governed by U.S.D.A. federal regulations). All schools will be required to meet federal Smart Snacks regulations and document compliance using the Alliance for a Healthier Generation Smart Snacks Calculator.

9.02 A list of the maximum portion size restrictions and nutrition standards will be made available to school districts. This list will apply to all food and beverages served, provided, or sold to students during the school day at any school site with the exception of reimbursable school meals which have nutrition standards governed by the federal law and regulations.

9.02.1 Prior to each school year, on or before April 1, the updated list of maximum portion sizes and nutrition standards for food and beverages will be developed by the Arkansas Child Health Advisory Committee and distributed by the Arkansas Department of Education via Commissioner’s Memo.

9.02.2 Compliance will be monitored by the Arkansas Department of Education in addition to the self- monitoring by the Local School Nutrition and Physical Activity Advisory Committee.

9.02.3 A choice of two (2) fruits and/or 100% fruit juices must be offered for sale at the same time and place whenever competitive foods are sold. Fruits should be fresh whenever possible. Frozen and canned fruits should be packed in natural juice, water, or light syrup.

9.02.4 At the point of choice, at least 50% of beverage selections in vending machines, school stores and other sales venues shall be 100% fruit juice, low-fat or fat-free milk, and unflavored unsweetened water.

9.02.5 At middle school and high school levels, local leaders are encouraged to implement vending policies that encourage healthy eating by students.

9.02.6 Any modification or revisions of vending contracts in existence prior to August 8, 2005, must be in full compliance with all sections of the Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools as approved by the State Board of Education. 9.02.7 Nothing in these rules shall be construed to prohibit or limit the sale or distribution of any food or beverage item through fundraisers by students, teachers, or other groups when the items are sold off the school campus

C. Second Trays – **See Commissioner’s Memo FIN-15-078**. Second trays, including entrées and side dishes,

are considered competitive foods and must meet USDA Smart Snack requirements.

D. **Allowable Competitive Foods/Beverages and Maximum Portion Size List**

**See most current Commissioner’s Memo CNU-16-044 for this list.**

9.02 A list of the maximum portions size restrictions and nutrition standards will be made available to school districts. This list will apply to all food and beverages served, provided or sold to students during the school day at any school site with the exception of reimbursable school meals which have nutrition standards governed by the federal law and regulations.

E. **Smart Snacks in Arkansas Schools: Providing, Selling, and “9” Special Event Days**

**See most current Commissioner’s Memo CNU-16-044**

***FSMC Food Services Shall Adhere to USDA and Arkansas Nutrition Standards and***

***Regulations for All Menus, A la Carte, and Foods Available at School***

The link to the Alliance for a Healthier Generation Calculator can be found at:   
<https://foodplanner.healthiergeneration.org/calculator/>

Print the Calculator page stating the product is in compliance and attach it to the nutrition fact label for the products that are approved.

USDA Food and Nutrition Services Overview, Regulations/Policy, and Technical Assistance regarding competitive food rules:  <http://www.fns.usda.gov/healthierschoolday/tools-schools-focusing-smart-snacks>

**All menus must comply with the most current state and federal standards.**

Attachment C.3

**Healthy Hunger-Free Kids Act of 2010 Section 205, Meal Pattern and Nutrition Standards**

**Implementation Timeline for Final Rule—Jan. 2012**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **New Requirements** | **Implementation (School Year) for NSLP (L) and SBP (B)** | | | | | | |
| **Year 1**  **2012/13** | **Year 2**  **2013/14** | **Year 3**  **2014/15** | **Year 4**  **2015/16** | **Year 5**  **2016/17** | **Year 6**  **2017/18** | **2022/23** |
| **Fruits Component** | | | | | | | |
|  Offer fruit daily | L |  |  |  |  |  |  |
|  Fruit quantity increase to 5 cups/week  (minimum 1 cup/day) |  |  | B |  |  |  |  |
| **Vegetables Component** | | | | | | | |
|  Offer vegetables subgroups weekly | L |  |  |  |  |  |  |
| **Grains Component** | | | | | | | |
|  Half of grains must be whole grain-rich | L | B |  |  |  |  |  |
|  All grains must be whole-grain rich |  |  | L, B |  |  |  |  |
|  Offer weekly grains ranges | L | B |  |  |  |  |  |
| **Meats/Meat Alternates Component** | | | | | | | |
|  Offer weekly meats/meat alternates ranges  (daily min.) | L |  |  |  |  |  |  |
| **Milk Component** | | | | | | | |
|  Offer only fat-free (unflavored or flavored)  and low-fat (unflavored) milk | L, B |  |  |  |  |  |  |
| **Dietary Specifications (to be met on average over a week)** | | | | | | | |
|  Calorie ranges | L | B |  |  |  |  |  |
|  Saturated fat limit (no change) | L, B |  |  |  |  |  |  |
|  Sodium Targets o Target 1 o Target 2  o Final target |  |  | L, B |  |  | L, B | L, B |
|  Zero grams of trans fat per portion | L | B |  |  |  |  |  |
| **Menu Planning** | | | | | | | |
|  A single FBMP approach | L | B |  |  |  |  |  |
| **Age-Grade Groups** | | | | | | | |
|  Establish age/grade groups: K-5, 6-8, 9-12 | L | B |  |  |  |  |  |
| **Offer vs. Serve** | | | | | | | |
|  Reimbursable meals must contain a fruit or vegetable (1/2 cup minimum) | L |  | B |  |  |  |  |
| **Monitoring** | | | | | | | |
|  3-year administrative review cycle |  | L, B |  |  |  |  |  |
|  Conduct weighted nutrient analysis on 1 week of menus | L | B |  |  |  |  |  |

Food and Nutrition Service, United States Department of Agriculture

Attachment C.4

**Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Breakfast Meal Pattern** | | | **Lunch Meal Pattern** | | |
|  | **Grades**  **K-5a** | **Grades  6-8a** | **Grades  9-12a** | **Grades**  **K-5** | **Grades**  **6-8** | **Grades**  **9-12** |
| **Meal Pattern** | **Amount of Foodb Per Week (Minimum Per Day)** | | | | | |
| **Fruits (cups)c,d** | **5 (1) e** | **5 (1) e** | **5 (1) e** | **2½ (½)** | **2½ (½)** | **5 (1)** |
| **Vegetables (cups)c,d** | **0** | **0** | **0** | **3¾ (¾)** | **3¾ (¾)** | **5 (1)** |
| **Dark green f** | **0** | **0** | **0** | **½** | **½** | **½** |
| **Red/Orange f** | **0** | **0** | **0** | **¾** | **¾** | **1¼** |
| **Beans/Peas  (Legumes) f** | **0** | **0** | **0** | **½** | **½** | **½** |
| **Starchyf** | **0** | **0** | **0** | **½** | **½** | **½** |
| **Other f,g** | **0** | **0** | **0** | **½** | **½** | **¾** |
| **Additional Veg to Reach Totalh** | **0** | **0** | **0** | **1** | **1** | **1½** |
| **Grains(oz eq) i** | **7-10 (1) j** | **8-10 (1) j** | **9-10 (1) j** | **8-9 (1)** | **8-10 (1)** | **10-12 (2)** |
| **Meats/Meat Alternates (oz eq)** | **0 k** | **0 k** | **0 k** | **8-10 (1)** | **9-10 (1)** | **10-12 (2)** |
| **Fluid milk(cups) l** | **5 (1)** | **5 (1)** | **5 (1)** | **5 (1)** | **5 (1)** | **5 (1)** |
| **Other Specifications: Daily Amount Based on the Average for a 5-Day Week** | | | | | | |
| **Min-max calories (kcal)m,n,o** | **350-500** | **400-550** | **450-600** | **550-650** | **600-700** | **750-850** |
| **Saturated fat  (% of total calories)n,o** | **< 10** | **< 10** | **< 10** | **< 10** | **< 10** | **< 10** |
| **Sodium (mg)n, p** | **< 430** | **< 470** | **< 500** | **< 640** | **< 710** | **< 740** |
| **Trans fatn,o** | **Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.** | | | | | |

aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2013-2014 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).   
b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

cOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2016-2017).

fLarger amounts of these vegetables may be served.

g This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

iAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2013-2014), and in the SBP beginning July 1, 2013 (SY 2016-2017). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2016-2017).

kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2016-2017), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

mThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).   
nDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.  
oIn the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2016-2017).

pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2016-2017 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

Attachment C.5

**Instructions for Lunch Equivalency Determination**

The worksheet on the next page or its equivalent is to be used on a monthly basis to document the number of meals served and charged to the SFA’s child nutrition account.

Based on the type of awarded contract, SFAs must determine if the number of meals charged is consistent with the meals served.

SFAs may choose to use this form. It is not part of the RFP.

**FOOD SERVICE MANAGEMENT COMPANY MONTHLY LUNCH EQUIVALENCY WORK SHEET (Example)**

**Month/Year:**

Once this contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalencies for each month.

1. Actual Meal Counts: Based on meal counts—for the purpose of making the meal count computation, include all Child Nutrition Programs (i.e., National School Lunch Program [NSLP] meals, School Breakfast Program [SBP] meals, After-School Snack Program [ASP] meals, contract meals, Seamless Summer Option [SSO] meals, Child and Adult Care Food Program [CACFP] meals, if applicable). The number of lunches, breakfasts (2 breakfasts equal 1 lunch), and snacks (4 snacks equal 1 lunch) served to children shall be determined by actual count.

**Based upon \_\_\_\_\_\_Days of Services**

*A. Breakfast Meals*

Contract Breakfasts \_\_\_\_\_\_\_\_\_

SBP Breakfasts \_\_\_\_\_\_\_\_\_

SSO Breakfasts \_\_\_\_\_\_\_\_\_

CACFP Breakfasts \_\_\_\_\_\_\_\_\_

Total Breakfasts \_\_\_\_\_\_\_\_\_ ÷ 2 = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch Equivalent

(Do Not Round)

*B. Lunch Meals*

Contract Lunches \_\_\_\_\_\_\_\_\_

SBP Lunches \_\_\_\_\_\_\_\_\_

SSO Lunches \_\_\_\_\_\_\_\_\_

CACFP Lunches \_\_\_\_\_\_\_\_\_

Total Lunches \_\_\_\_\_\_\_\_\_ = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch Equivalent

*C. Snack Meals*

Contract Snacks \_\_\_\_\_\_\_\_\_

SBP Snacks \_\_\_\_\_\_\_\_\_

SSO Snacks \_\_\_\_\_\_\_\_\_

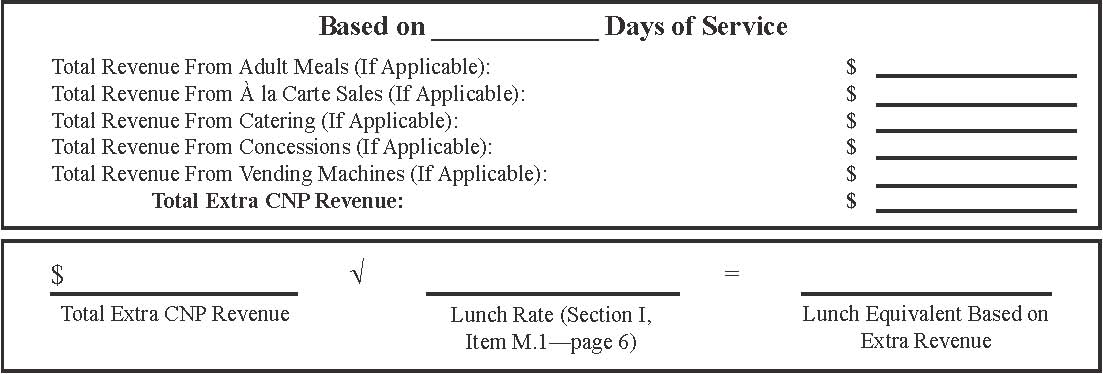
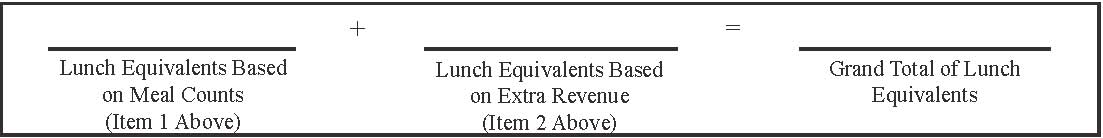
CACFP Snacks \_\_\_\_\_\_\_\_\_

Total Snacks \_\_\_\_\_\_\_\_\_ ÷ 4 = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lunch Equivalent

(Do Not Round)

**Lunch Equivalents Based upon Meal Counts (A+B+C)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Non-Program Revenue (NPR): Based on NPR revenue received—NPR (extra) CNP revenue shall include sales from adult meals, à la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions as allowed by state and federal regulations.
2. Grand Total:

Attachment C.6

**Definitions**

The following definitions shall apply within this document and its attachments:

1. **Accounting Periods** means a specific period of time (e.g., each month)

2. **Allowable Cost** means costs that are allowable under 2 CFR Part 225, “Cost Principles for States, Local Governments, and Indian Tribes”, 2 CFR Part 220, “Cost Principles for Educational Institutions”, and 2 CFR Part 230, “Cost Principles for Non-Profit Organizations”, as applicable, and their Attachments, and 7 CFR Parts 3015, 3016, and 3019, as applicable.

3. **Applicable Credit** is a discount, rebate, or other type of credit that must be given to the SFA

and detailed in the invoice as such §210.21B

1. **Charge** means any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA.
2. **Contract** means this RFP and any attachments that have been added as allowed by the FSMC’s proposal
3. **Cost-reimbursable contract** means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
4. **Direct Cost** is any allowable cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the contracted services. The term “Direct Cost” does not include any cost allocated to SFA as charges, the General and Administrative Expense Fee, or any Management Fees.

8. **Effective Date** means July 1, of the school year contracted.

9. **Fixed Fee** means an agreed upon amount that is fixed at the inception of the contract. In a

cost reimbursable contract, the fixed fee includes the contractor’s direct and indirect

administrative costs and profit allocable to the Contract.

10. **FSMC’s Proposal** is the Food Service Management Company’s response to the RFP

11. **General and Administrative Expense Fee** is FSMC’s fee for those services provided at SFA’s Food Service Locations, which shall include all of the following: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating FSMC Management Personnel, Dietetic Services (Administrative and Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice, **but does not include any costs billed to SFA as Charges or Direct Costs.** **Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Expense Fee.**

12. **Material Change** is a change made by one party or both parties to the terms and conditions of the contract that significantly impacts the compensation given to the bidder. Adding the Seamless Summer Option; changing the menu planning option, vending; increasing costs, adding another school that is not a part of your organization are considered material changes. If you are adding another building, which is already a part of your SFA or adding a breakfast or snack program to your SFA, it is not considered a material change.

13. **Non-Program Meal Equivalent** can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost producing ala carte items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the ala carte revenue by the per meal sum of the Federal and State Free reimbursement plus value of USDA entitlement and bonus donated foods. Ala carte revenue should include all sales to adults and ala carte sales to students. (FSMC Guidance for SFA’s, April 2009, pages 3-10-3-11)

14. **Non-profit School Food Service Account** is the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

15. **Program(s) or Child Nutrition Program(s)** means the USDA Child Nutrition Programs in which SFA participates.

16. **Program Funds** are all funds that are required to be deposited into the Non-profit School Food Service account.

17. **Proposal** is the Food Service Management Company’s response to the RFP.

18. **RFP – Request for Proposals** is the SFA’s request for a contract and all of its attachments.

19. **Services** are the services provided and responsibilities of FSMC as described in this contract.

20. **SFA or School Food Authority** means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the program therein or be otherwise approved by FNS to operate the program. 7 CFR § 210.2.

21. **SFA’s Food Service Facilities** are the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services

22. **SFA’s Food Service Program** includes the preparation and service of food to SFA’s students, staff, employees, and authorized visitors, including all programs identified in SFA’s RFP, which may include the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Seamless Summer Option (SSO), Summer Food Service Program (SFSP), the Fresh Fruit and Vegetable Program (FFVP), Afterschool snack program, and the ala carte food service.

23. **SFA’s Food Service Location(s)** means the schools or other locations where program meals are served to SFA’s schoolchildren.

24. **ADE/CNU** means the Arkansas Department of Education, Child Nutrition Unit.

25. **USDA** means United States Department of Agriculture, Food and Nutrition Service.

**D: For FSMC USE ONLY**

**The following pages are to be completed by the FSMC.**

**The originals will be filed with ADE CNU no later than March 15, 2019.**

**Copies of the forms are to be attached to the final contract upon acceptance by the SFA.**

Attachment D.1

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

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

Name of Food Service Management Company Name of School Food Authority

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

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

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed 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 for the purpose of restricting competition.

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

B. Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in the Offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; OR
2. He or she is not the person in other Offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

Signature of Food Service Management Company’s Title Date

Authorized Representative

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of School Food Authority’s Title Date Authorized Representative

***NOTE: Accepting a bidder’s offer does not constitute award of the contract.***

Attachment D.2

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

**(Before completing certification, read instructions on reverse.)**

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Attachment D.3

**INSTRUCTIONS FOR SUSPENSION AND DEBARMENT 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 he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment D.4

**LOBBYING CERTIFICATION**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in federal funds.

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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

Name/Title of Submitting Official

Signature Date

Attachment D. 5

**DISCLOSURE OF LOBBYING ACTIVITIES**

**APPROVED BY OMB**

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**

**TO 31 U.S.C. 1352**

**(SEE REVERSE FOR PUBLIC DISCLOSURE)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **Type of Federal Action:**   * 1. Contract   2. Grant   3. Cooperative Agreement   4. Loan   5. Loan Guarantee   6. Loan Insurance | 2. **Status of Federal Action:**   * 1. Bid/Offer/Application   2. Initial Award   3. Postaward | | | | | | 3. **Report Type:**   * 1. Initial Filing   2. Material Change   **For Material Change Only:**  Year \_\_\_\_\_\_ Quarter \_\_\_\_\_\_  Date of Last Report \_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**   Prime Subawardee  Tier \_\_\_\_\_\_\_\_\_\_\_ , if known:  Congressional District, if known: | | | | 5. **If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:**  Congressional District, if known: | | | | |
| 6. **Federal Department/Agency:** | | | | 7. **Federal Program Name/Description:**  CFDA Number, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| 8. **Federal Action Number:** *(if known)* | | | | 9. **Award Amount:** *(if known)*  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| 10. a. **Name and Address of Lobbying Entity:** *(if individual, last name, first name, MI)* | | | | b. **Individual Performing Services:** *(including address if different from No. 10a) (Last name, first name, MI)* | | | | |
| 1. **Amount of Payment:** *(check all that apply)*   $  Actual  Planned | | | | 13. **Type of Payment:** *(check all that apply)*   * Retainer * One-Time Fee * Commission * Contingency Fee * Deferred f. * Other: *(specify)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| 12. **Form of Payment:** *(check all that apply)*  a. Cash Nature  b. In-kind (specify) Value | | | |
| 14. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary) | | | | | | | | | |
| 15. **Continuation Sheets Attached:** Yes | |  | No | |  |  | | | |
| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | | | | Signature: Print Name: Title: Telephone Number: Date: | | | | |
| Federal Use Only: Authorized for Local Reproduction | | | | | | | | | |

Attachment D.6

**INSTRUCTIONS FOR COMPLETION OF SF-11**

**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 a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered 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 first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if 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 Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).

1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
2. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
3. Check the appropriate box. Check all boxes that apply. If other, specify nature.
4. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
5. Check whether Continuation Sheets are attached.
6. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment D.7

**VALIDATION**

***Note: Proposals must be manually signed on this form in the space provided below.***

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing, a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

If the answer is *Yes*, please explain the circumstances on a continuation page.

Offeror, in compliance with this RFP, has examined the specifications and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products and is able to furnish the services/products in the timeframe specified and at the rates set forth in this proposal. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: \_\_\_\_\_\_ Minority-owned or \_\_\_\_\_\_ Female-owned.

Company Name Signature of Representative

Company Address Typed Name of Representative

City, State, Zip Title

Telephone Number Fax Number

Date Email