

**OKLAHOMA STATE DEPARTMENT
OF EDUCATION**

CHILD NUTRITION PROGRAMS

**FOOD SERVICE MANAGEMENT
COMPANY
INVITATION TO BID/REQUEST
FOR PROPOSAL
and
CONTRACT**

Organization: _____

Agreement Number, If Applicable: _____

SUMMER 2016

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1. Mail: U. S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
2. Fax: 202-690-7442
3. E-Mail: program.intake@usda.gov

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GENERAL INFORMATION

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for _____, hereinafter referred to as the *Organization*.

The bidder/offerer or Food Service Management Company (FSMC) will be referred to as the *FSMC*, and the contract will be between the FSMC and the Organization.

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

1. To provide appealing and nutritionally sound reimbursable meals according to the programs selected on **page 10** for participants as economically as possible.
2. Increase participation at all levels of the program by improving food quality at the service point, by upgrading equipment and facilities, by seeking participant and parent input, by successful menu variation and planning, by use of excellent marketing technique, and with a strong emphasis on public relations.
3. Provide a management staff and structure to ensure that the Organization's food program is one of consistent top quality and of positive regard by participants and the public.
4. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
5. Establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control, both in production and service.
6. Continue to move toward operating a program that is self-sufficient and does not require any subsidy from other funds.
7. To promote nutritional awareness whenever the food service can.
8. Provide a financial reporting system that meets federal and state requirements.
9. Provide monthly operating attachments and information regarding the food service program.

- B. Procurement Method: _____ (List which method will be used: Small Purchase Procedures [for contracts of \$150,000 or less] or Competitive Proposal [for contracts of more than \$150,000]. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR §3016.)

**FIXED-PRICE BID
(INVITATION FOR BID)**

(Competitive Proposal) Fixed-Price Bid—the FSMC will be paid at a fixed rate per meal/lunch equivalent. The Organization must determine the existence of the proper pass-through value of the donated commodities; i.e., credits or reductions on the invoice in the month of utilization.

The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the Organization in any other manner.

- a. Menu development specific to the operation
- b. Nutrition education materials and program expense
- c. Design services specific to the operation
- d. Education programs
- e. Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
- f. All accounting
- g. All payroll costs and documentation
- h. Administrative dietetic, nutritional, sanitation, and personnel advice
- i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- j. All training costs for FSMC employees
- k. All travel costs for training for FSMC employees
- l. All miscellaneous costs to operate the program; i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- m. One-time performance bond
- n. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance

Award Criteria: Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the bid/proposal. *(NOTE: Price is the primary factor in the award of a contract when using competitive proposals. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Reference: 7 CFR Part 3016.36[d][3][iv].) NOTE: The Organization may delete or add criteria on the list below.*

Weight	Criteria
() points	Service Capability Plan
() points	Experience, References
() points	Financial Condition/Stability, Business Practices
() points	Accounting and Reporting Systems
() points	Personnel Management
() points	Innovation
() points	Cost and Performance Bond
() points	Program Financial Profile
100 points	TOTAL

C. Prebid Meeting

A meeting with interested bidders/offerers to review the specifications, to clarify any questions, and for a walk-through of the facilities with Organization officials will be on _____ at _____. Location: _____ Attendance is *required* *optional*. Vendor presentations *will* *will not* be scheduled at this time.

Fax or e-mail any technical issue and specification questions pertaining to the RFP to the Organization at _____ *no later than* _____ and follow these guidelines:
(Fax) (E-Mail Address) (Time and Date)

1. Specifically reference the section of the RFP in question. These questions will be addressed at the prebid meeting 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 this conference is to allow the Organization the opportunity to provide clarification, respond to questions from potential offerors relative to any facet of this solicitation, and to entertain suggestions for improvement of this document and/or the program.
3. The site tour will begin following the preproposal conference. Prospective offerors are to notify the Organization of their intent to participate by _____ (Time), _____ (Date), so transportation may be made available. Participation in the tour is limited to _____ representatives per offeror. Each FSMC interested must notify _____ (Name of Organization Official) at _____ (E-Mail Address).
4. Prior to and after the preproposal conference, no oral interpretation will be made to any FSMC as to the meaning of the specification. Every interpretation will be in the form of a written addendum to the specification issued by the Organization and mailed to each interested FSMC of record.

D. Bid/Proposal Submission and Award

1. Bids/proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. Return this ITB/RFP document with all attachments filled out as required and signed, along with the following items.
 - a. LETTER OF TRANSMITTAL. The Letter of Transmittal is to include:
 - (1) An introduction of the FSMC.
 - (2) 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.
 - b. EXECUTIVE SUMMARY. Provide an Executive Summary which:
 - (1) Briefly describes the FSMC's approach to the proposal.
 - (2) Indicates any major requirements that cannot be met by the FSMC.
 - (3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.
 - c. DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain at least the following information:
 - (1) *Service Capability/Plan*
 - (a) Submit in writing definite goals/specific recommendations for improved current operations to include estimated increases in participation and any changes to personnel and equipment.
 - (b) FSMC shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
 - (c) Describe the variety of menu offerings to be made available in your service plan and at what frequency.
 - (d) FSMC shall submit a proposed organizational chart for the on-site FSMC management team.

(2) *Experience, References*

- (a) Describe the FSMC's experience as managers and consultants of food service operations in general.
- (b) 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 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 the FSMC's performance, as well as the annual budget for each location.
- (c) Include résumés or listings of the qualifications of the proposed resident food service director (FSD) candidates. Final determination of the FSD must have the approval of the district.
- (d) Include résumé and background of person who will supervise the work of the resident FSD and how the FSMC will ensure the best performance. Describe the FSMC's internal criteria for bonus opportunities for both the resident FSD and his or her next reporting level.
- (e) Include a list of any locations that have failed to renew their contracts with respondent within the past three years and contact names/phone numbers.
- (f) Include a table of company organization and a plan for the administrative management, supervision, and staffing proposed under the specifications of this contract.

(3) *Financial Condition/Stability, Business Practices*

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

(4) *Accounting and Reporting Systems*

Describe complete accounting procedures the FSMC would use for:

- (a) Inventory control
- (b) Method of recording, checking, and reporting sales
- (c) Internal control of cashing handling
- (d) Internal audit systems
- (e) All regular accounting forms used with detailed explanations of their importance
- (f) All regular reports used with detailed explanation of their operation and importance
- (g) Data collection for purposes of evaluating the effectiveness of new and current programs

Provide examples of the reports the FSMC will provide the Organization and the frequency of each. List any value-added administrative/back office assistance the FSMC will offer the Organization (and costs, if extra).

(5) *Personnel Management*

- (a) What is the FSMC's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff?
- (b) Describe training and development programs the FSMC will provide for employees and management personnel. Include detailed FSMC budget for training.
- (c) How does the FSMC attempt to improve employee morale and reduce turnover?

(6) *Innovation*

- (a) How would the FSMC's food service program in the Organization differ from current operations? Describe the costs and benefits of the FSMC's proposed changes.
- (b) Describe how changes would be implemented. Include a staffing model, if different from current staffing?
- (c) How would the FSMC involve employees to use their expertise and experience in making future innovations?
- (d) Examples of service and merchandising programs.
- (e) How would the FSMC modify company *turnkey* programs to meet the Organization's individual needs?

(7) *Promotion of the Food Service Program*

- (a) What is the FSMC's philosophy regarding promotion (increasing awareness and participation) of the Summer Food Service Program (SFSP)?
- (b) How would the FSMC implement this philosophy in our Organization? Give examples of the FSMC's efforts and results in other Organizations.

(8) *Involvement of Participants*

Give examples, by client, of the FSMC efforts and results regarding involvement of participants' selection of menus, discussion of nutritional issues, etc., including examples of surveys and how results/requests were responded to and what actions were taken.

(9) *Cost Information*

- (a) Provide a complete breakdown and itemized detail of the proposed fee/meal, for at least the following major components:
- (b) Payroll/benefits (must tie to Worksheets 1-B and 2-B or 2-B)
- (c) On-site FSMC staff expenses
- (d) On-site program expenses (including consumable proprietary materials; i.e., posters)
- (e) Indirect/overhead/central support expenses
- (f) Training expenses

2. **Assumptions.** Financial terms of the Agreement are based upon the conditions of the latest full year of operation and the following assumptions:

- a. Legislation, regulations, and reimbursement rates that create changes in the SFSP and any other program indicated on **page 10** shall remain materially consistent throughout the year.
- b. The projected number of full feeding days equals _____ (to be completed by the Organization). If there is a material change in conditions, including, without limitation, changes to these assumptions, the contract:
 - May be terminated at the end of the current term.
 - Continue under the same terms as written, whichever is mutually agreed upon.

The term *materially consistent* shall mean that a change does not materially increase the FSMC's cost of providing management service or materially decrease the net revenue derived from the Organization's operation.

3. One original and _____ copies of the sealed proposals are to be submitted to:

Public opening will be at (Time) _____ on (Date) _____. Bids/proposals will not be accepted after this time. 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 offeror. Return of the complete document is required.

4. The Organization reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
5. To be considered, each offerer must submit a complete response to this solicitation *using the forms provided*. No other documents submitted with the ITB/RFP contract will affect the contract provisions, and *there may be no modifications to the ITB/RFP/contract language*.
6. Once all ITBs/RFPs are reviewed after the deadline has expired, the Organization will negotiate with the top _____ FSMCs (to be completed by the Organization). Yes No

If negotiations take place, all FSMCs that are selected for negotiation will be notified in the same manner and at the same time. The notice shall include the deadline for each FSMC to submit its final and best offer.

The final award shall be made to the qualified and responsible offerer whose proposal is responsive to this solicitation. A responsible offerer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. Organizations 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.

7. Offerers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offerer's own risk, and he or she cannot secure relief on the plea of error. The Organization is not liable for any cost incurred by the offerer prior to the signing of a contract by all parties.
8. Fax or e-mail any additional questions that may arise as a result of the site visits to the Organization at _____ (Fax Number) or _____ (E-Mail Address) by _____ (Time) on _____ (Date). Include a return fax and phone number, 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.
9. Offerers who submit a proposal in response to this ITB/RFP may be required to give an oral presentation and software demonstration. This provides an opportunity for the Offerer to clarify or elaborate on his/her proposal. This is a fact-finding and explanation session only and does not include negotiation. The Organization will schedule the time and location of these presentations. Oral presentations are strictly an **OPTION** of the Organization and may or may not be conducted.

E. Late Bids/Proposals

Any bid/proposal after the exact time specified for receipt will not be considered. Any bid/proposal en route, either in the mail or other locations in the Organization will not be considered timely and will be returned unopened. Bids/proposals received after the deadline will be late and ineligible for consideration. Bids/proposals received after the date and hour designated are automatically disqualified and will not be considered. The Organization is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the FSMC to ensure that its bid/proposal reaches the Organization by the designated date and hour.

F. Final Contract

The complete contract includes all documents included by the Organization in the ITB/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).

G. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. 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, Oklahoma.

H. Errors or Omissions—The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specification, the FSMC shall promptly notify the contract person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

I. Ownership of all data, materials, and documentation originated and prepared for the Organization pursuant to the ITB/RFP shall belong exclusively to the Organization and be subject to inspections in accordance with the Oklahoma Open Records Act.

STANDARD TERMS AND CONDITIONS

I. Scope and Purpose

A. **Duration of Contract.** The effective date may be different than July 1, but the termination date must be June 30. Keep in mind that the effective date may not occur prior to the date on which the contract is signed. 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.

B. **Types of Meals/Functions to Be Provided:** The FSMC shall operate in conformance with the Organization's agreement with the Oklahoma State Department of Education Child Nutrition Programs Section (the *State Agency*).

The programs the Organization operates and wants the FSMC to administer are indicated below. The program(s) listed here should agree with those listed in Attachment A-1. If a program is added later (i.e., a CACFP program), the appropriate procurement procedures must be followed. **NOTE: If a program/function is added after the contract is awarded, the Organization must rebid the FSMC services if the new program represents or creates a material change to the contract.** (Reference Item B on page 3.)

Child and Adult Care Food Program (CACFP) Summer Food Service Program (SFSP)

C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the Organization in Attachment A-1.

D. The FSMC shall be an independent contractor and not an employee of the Organization. The employees of the FSMC are not employees of the Organization.

E. The food service provided shall be operated and maintained as a benefit to the Organization's participants and staff.

F. All income accruing as a result of payments by adults, federal and state reimbursements, and all other income from sources such as donations, grants, and loans shall be deposited in the Organization's food service account. Any profit return shall remain in the Organization's food service account. The Organization 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 §210.16(c) and 7 CFR §3016.

G. The Organization shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State Agency and USDA regarding each of the CNP covered by this contract.

H. The Organization shall retain control of the CNP food service account and overall financial responsibility for the CNP and maintain a nonprofit food service.

The FSMC shall comply with the rules, regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Part 225 (SFSP) and 7 CFR Part 226 (CACFP), if applicable; and all food nutrition services, instructions, policies, and guidance, if applicable.

- I. Payment Terms/Method: The FSMC shall invoice Organization at the end of each month for amounts due based on on-site records. The Organization shall make payment within _____ business days of the invoice date.

At the discretion of the Organization, substitutions may be made for nondisabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions other than **MILK** shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods. Such statement shall be signed by a medical doctor or a recognized medical authority.

- J. The Organization will make the final determination of the opening and closing dates of all SFSP/CACFP sites.

- K. Gifts From FSMC: The Organization’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

II. Signature Authority

- A. The Organization shall retain signature authority for the State Agency’s application/agreement of the programs indicated in Section I, Item B on **page 10**, and the monthly claim for reimbursement.

III. Free and Reduced-Price Meals Policy

- A. The Organization shall be responsible for the establishment and maintenance of the free and reduced-price meals’ eligibility roster.
- B. The FSMC shall implement an accurate *point of service* count using the counting system submitted by the Organization in its application to participate in the CNP and approved by the State Agency for the programs listed in Item B on **page 10**, 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 USDA Regulation 7 CFR §245.8.

- C. The Organization shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals. The Organization shall be responsible for the determination of eligibility for free or reduced-price meals in accordance with 7 CFR §245.

The Organization shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals.

An employee of the FSMC **may** **may not** (Organization must indicate) perform for the Organization in various aspects of the application process of eligibility for SFSP/CACFP meals. If the Organization allows this, the FSMC employee must comply with all requirements for these processes, including limited disclosure of individual eligibility information. However, the Organization is ultimately responsible for ensuring that all requirements are being met and the information on the application remains the property of the Organization and cannot be used or possessed by the FSMC for any use other than to determine eligibility for free or reduced-price meals.

IV. Health Certifications/Food Safety

- A. The Organization shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any Organization facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the Organization in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations.
- C. The FSMC shall adhere to a food safety program for all preparation and service of SFSP/CACFP meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.

V. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the Organization.
- B. The Organization shall retain control of the quality, extent, and general nature of the food service.
- C. All meals prepared by the FSMC must be unitized with milk.
- D. The FSMC shall offer meals to all eligible children participating in the programs indicated in Section I, Item B on **page 10**.
- E. The FSMC shall provide meals that meet USDA meal pattern requirements (see the Appendix on **page 46**).
- F. 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 Organization for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

VI. Books and Records

- A. The FSMC shall maintain records as the Organization will need to support its claim for reimbursement and shall, at a minimum, report claim information to the Organization promptly at the end of each month. Such records shall be made available to the Organization upon request.
- B. The FSMC shall maintain records at the Organization to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. The FSMC shall provide the Organization with a year-end statement.
- D. The Organization shall conduct an internal audit of food, labor, and other large expense items quarterly as well as performing random audits on smaller expense categories.
- E. 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 three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the Organization and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit.
- F. The FSMC shall not remove federally required records from Organization premises upon contract termination. These records are outlined in the SFA Agreement with the State Agency.

VII. Employees

- A. The Organization must designate if **CURRENT** Organization employees, including site and area managers as well as any other staff, will be retained by the Organization or be subject to employment by the FSMC. This must agree with the information reported on Worksheets 1-A, 1-B, and 2-B.

For the duration of the contract (and any renewal years for the contract (if any), employees will be retained by:

- Organization (See Worksheet 1-A.)
 - FSMC (See Worksheets 1-B and 2-B.)
 - Both Organization and FSMC (See Worksheets 1-A, 1-B, and 2-B.)
- B. The FSMC shall provide the Organization with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Worksheets 1-B and 2-B. Specific locations and assignments will be provided to the Organization two full calendar weeks prior to the commencement of operation.
 - C. The Organization shall have final approval regarding the hiring of the FSMC's site manager.
 - D. 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 Organization-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 nonmanagement staff who are employees of the FSMC.
 - E. The FSMC shall provide Workers' Compensation coverage for its employees.
 - F. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the Organization's premises as established by the Organization and which are furnished in writing to the FSMC.

- G. The FSMC shall maintain its own personnel and fringe benefits policies for its employees.
- H. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- I. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- J. The Organization shall provide sanitary toilet and handwashing facilities for the employees of the FSMC.
- K. The Organization may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- L. 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.
- M. All Organization and/or FSMC personnel assigned to the food service operation at each site shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- N. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual. (Reference State Law §40-172.)
- O. Regarding the FMSC staff positions designed on Worksheet 1-B, the FSMC shall not use or assign personnel occupying these positions for the benefit of any other entity; i.e., consulting, training, or out-of-district unless the Organization approves does not approve (to be completed by the Organization). The FSMC shall not use or assign personnel on the Organization payroll for the benefit of any other entity or out-of-district.

XIII. Monitoring

- A. The Organization shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service operation is in conformance with the Organization's agreement to operate the program in accordance with USDA program regulations.
- B. The records necessary for the Organization 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 Organization upon request for the purpose of auditing, examination, and review.
- C. The Organization, as an SFSP sponsor is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

IX. Use of Advisory Group/Menus

- A. The FSMC must comply with the 4-week menu cycle and specifications (Attachment B) developed by the Organization.

X. Use of Facilities, Inventory, Equipment, and Storage

- A. The Organization will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The FSMC and the Organization shall inventory the equipment owned by the Organization at the beginning of the contract period, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils.
- C. 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 Organization.
- D. The Organization 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.
- E. The FSMC shall maintain adequate storage procedures and inventory in conformance with the Organization's agreement with the State Agency.
- F. The FSMC shall provide the Organization with one set of keys for all food service areas secured with locks.
- G. The Organization shall provide the FSMC with local telephone service.
- H. The Organization 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.
- I. The Organization shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- J. All food preparation and serving equipment owned by the Organization shall remain on the premises of the Organization.
- K. The Organization shall not be responsible for loss or damage to equipment owned by the FSMC and located on the Organization premises.
- L. The FSMC shall notify the Organization of any equipment belonging to the FSMC on Organization premises within ten days of its placement on Organization premises.
- M. The Organization shall have access, with or without notice, to all of the Organization's facilities used by the FSMC for purposes of inspection and audit.
- N. The FSMC shall not use the Organization's facilities or personnel to produce food, meals, or services for other organizations without the approval of the Organization. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the Organization for such facility usage.
- O. The Organization, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the Organization.
- P. The FSMC shall surrender to the Organization, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

XI. Purchases—**Organization must indicate one of three options:**

- A. The Organization will do all purchasing for CNP.
- B. **Fixed-Price bids:** The FSMC will buy the beginning inventory from the Organization. Inventory that is descriptive by item case count and price must be maintained, along with supporting documentation.

Include the following provisions:

- Organizations are required to purchase, to the maximum extent practicable, domestic products specified in 7 CFR Part 210.21(d)(2)(i).
- Definition of domestic product (i) a food product that is processed in the United States using agricultural commodities that are produced in the United States. (7 CFR Part 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. (7 CFR Part 250.23[a])

XII. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the Organization.
- B. The Organization shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment G.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the Organization and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The Organization shall clean ducts and hoods above the filter line.
- F. The Organization shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XIII. 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 Organization 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 Organization building rules and regulations.

XIV. Nondiscrimination

Both the Organization and the FSMC agree that no child who participates in the CACFP or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability. To see the full discrimination statement, see **page 2** of this document.

XV. Emergency Closing

- A. The Organization shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The Organization shall notify the FSMC of any delay or other emergency situations.

XVI. Term and Termination

- A. The Organization or the FSMC may terminate the contract for cause by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the Organization as well as the FSMC, the FSMC or the Organization may terminate the contract by giving _____ days written notice to the other party. (The Organization must determine the number of days. The maximum number of days must not exceed 30.)
- C. Neither the FSMC nor the Organization 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 Organization, respectively, and which, by the exercise of due diligence, it was unable to prevent.

XVII. Nonperformance by FSMC

- A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the Organization shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay the Organization 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.
- C. In the event either party commits a material breach, the nonbreaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the nonbreaching party may elect to continue this agreement.

- B. 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 1 1/2 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.
- C. 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 Part 60.
- D. 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.
- E. The FSMC shall comply with the *Buy American* provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
- F. The FSMC has signed the *Certification of Independent Price Determination*, Attachment H, which was attached as an addendum to the FSMC's bid/proposal and which is incorporated herein by reference and made a part of this contract.
- G. To ensure that an Organization does not enter into a contract with a debarred or suspended FSMC, each Organization must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform federal suspension/debarment certification has been established, and the collection of paper certifications is no longer mandatory. An Organization may meet the requirements by either of the two methods listed below (Organization must check one):
 - Checking the Excluded Parties List System. This is available on the Internet at <<http://epls.gov>>.
 - Collecting a certification that the FSMC is neither excluded nor disqualified. (See Attachment I.)
- H. 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 Part 15).

Notwithstanding the breaching provision above, the Organization may terminate this contract for breach/neglect as determined by the Organization with written notification to the FSMC when considering such items 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 Organization. The Organization 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 transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

XVIII. Certifications

- A. 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).

- I. The FSMC has signed the Lobbying Certification, Attachment J, which was attached as an addendum to the FSMC's bid/proposal and which is 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 K), or will complete and submit as required in accordance with its instructions included in Attachment K.

XIX. Miscellaneous

- A. The FSMC shall comply with the provisions of the bid/proposal specifications, which are hereby in all respects made a part of this contract.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of the Organization.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the Organization are to be used.
- E. Payments on any claim shall not preclude the Organization 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.
- F. The Organization shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the State Agency.
- H. By submitting a bid/ proposal, the Offerer covenants and agrees that it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim for, or have right to cancellation or relief from, the contract because of any misunderstandings or lack of information.

XX. Insurance

- A. 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 Oklahoma. 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 Organization.
- B. Comprehensive General Liability—includes coverage for:
 - 1. Premises—Operations
 - 2. Products—Completed Operations
 - 3. Contractual Insurance
 - 4. Broad Form Property Damage
 - 5. Independent Contractors
 - 6. Personal Injury

\$ _____ Combined Single Limit
- C. Automobile Liability: \$ _____ Combined Single Limit
- D. Workers' Compensation—Statutory; Employer's Liability—\$ _____
- E. Excess Umbrella Liability: \$ _____ Combined Single Unit

- F. The Organization 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 Organization for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to the Organization of cancellation of insurance policies 30 days before such cancellation is to take effect.

XXI. Optional Requirements to Be Included—To be completed by the Organization

- A. The Organization will will not (Organization must indicate) reimburse for reasonable cellular telephone expenses 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.
- B. The Organization will will not (Organization must indicate) reimburse for travel expenses for on-site FSMC staff only 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 Organization employees.
- C. The Organization will will not (Organization must indicate) reimburse reasonable mileage expense of the Director for allowable local travel related to the contract based on the same mileage rate as received by Organization employees. This mileage rate is \$ _____ .
- D. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the Organization harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the Organization, its employees or agents. This clause shall survive termination of the Agreement.
- E. The Organization will will not (Organization must indicate) require the FSMC to perform a security (background) check on any FSMC employee that will be working at the Organization.
- F. Limitation on Nonperformance for Deficit Operations (Guarantee). The Organization and the FSMC shall work together to ensure a financially sound operation. If food service operations result in a deficit during the initial contract year, the FSMC shall reimburse the Organization 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 any deficits in subsequent years if contract is renewed.
- G. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, 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 Organization's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - Legislation, regulations, and reimbursement rates that create changes in the program shall remain materially consistent throughout the year.

- The government reimbursement rates in effect shall remain materially consistent throughout the year.
- Meal components and quantities required by the USDA remain consistent with prior years.
- 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 are: _____
- Organization 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.

XXII. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the Organization 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 district 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 district 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 district 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 district, the district 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 district. Furthermore, the district's access or use of such software shall not create any right, title interest, or copyright in such software and the district shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The district's obligations under this section are subject to its obligations under the Oklahoma Open Records Act. This provision shall survive termination of the Agreement.
- B. Any discovery, invention, software, or programs, the development of which is paid for by the Organization, shall be the property of the Organization to which the State Agency and USDA shall have unrestricted rights. (Reference 7 CFR §3016.34[b].)

Codes of Conduct (7 CFR Part 3016.36[b][3])

Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, or agent; any member of his immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee or subgrantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's or subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Contract Provisions (7 CFR Part 3016.36[i][1][2][4][6][8][9])

Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (contracts more than the simplified acquisition threshold). ***This provision is referring to include instruction and/or process on what needs to be included in the contract pertaining to this provision. This is not a copy and paste provision.***

Termination for cause and for convenience by the grantee or subgrantee, including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000). ***This provision is referring to include instruction and/or process on what needs to be included in the contract pertaining to this provision. This is not a copy and paste provision.***

Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)—all contracts and subgrants for construction or repair (reason to include: repairs made to equipment).

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers—reason to include: substitutes may be considered labor.)

Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract: ***This provision is referring to include instruction and/or process on what needs to be included in the contract pertaining to this provision. This is not a copy and paste provision.***

Awarding agency requirements and regulations pertaining to copyrights and rights in data: ***This provision is referring to include instruction and/or process on what needs to be included in the contract pertaining to this provision. This is not a copy and paste provision.***

XXIII. SFSP—Additional Requirements, if applicable

A. The Organization shall be responsible for determining eligibility of all SFSP sites.

B. Bonding requirements.

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.
2. Bid/proposal guarantee (when the SFSP portion of the bid exceeds \$150,000):

Offerer shall submit with his or her bid a bid guarantee in the amount of \$ _____ (FSMC must indicate). This amount shall be _____ % (Organization must indicate) (not less than 5 percent or more than 10 percent of the value of the contract), which shall be in the form of a firm commitment in the way of a bid bond. No sponsor or State Agency shall allow FSMCs to post any ***alternative*** forms of bid bonds, including but not limited to, cash, certified checks, letters of credit, or escrow accounts. (Reference 7 CFR §225.15[m][5][7].)

3. Performance guarantee (when the SFSP portion of the contract exceeds \$150,000):

The FSMC must obtain a performance bond in the amount of \$ _____ (FSMC must indicate). This amount shall be _____ % (Organization must indicate) (not less than 10 percent nor more than 25 percent of the value of the contract) which shall be in the form of a firm commitment in the way of a performance bond. No sponsor or State Agency shall allow FSMCs to post any *alternative* forms of performance bonds, including but not limited to, cash, certified checks, letters of credit, or escrow accounts. Performance bonds for the successful offeror shall be held for the duration of the contract. (Reference 7 CFR §225.15[m][6][7].)

- C. The Organization shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- D. The FSMC must comply with the 4-week menu cycle developed by the Organization for the SFSP (Attachment F) and include it in the ITB/RFP. The Organization shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The Organization shall inform the State Agency of menu changes for the SFSP.
- E. Meals shall be delivered according to the following delivery schedule:

1. Delivery shall be made with the contractor to the facility(ies) in accordance with the order from each facility.
2. Meals shall be delivered daily, unloaded, and placed in the facility by the contractor’s personnel at the location and time noted by the Organization.
3. Meals will be delivered/picked up/served at the time(s) indicated. (Check the applicable meal[s], and indicate time of service.)

	Delivered/Picked Up	Served
<input type="checkbox"/> Breakfast	_____ a.m.	_____ a.m.
<input type="checkbox"/> A.M. Supplement (SFSP/CACFP)	_____ a.m.	_____ a.m.
<input type="checkbox"/> Lunch	_____ a.m./p.m.	_____ a.m./p.m.
<input type="checkbox"/> Supper (SFSP/CACFP)	_____ p.m.	_____ p.m.

4. Meals will be furnished in the following manner:
- Meals will be available for pick up by facility personnel.
 - Meals will be delivered to the facility by FSMC personnel.
 - Food will be portioned in bulk containers.
 - FSMC will provide portioning utensils.
 - FSMC will not provide portioning utensils.
 - Food will be portioned in individual serving containers.
5. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
6. Number of meals and delivery times:

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at the facility before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE

REVENUE/EXPENDITURES FOR SUMMER FOOD SERVICE PROGRAM (SFSP)
 (To Be Completed by Organization)

Data shown is based on the most recent full-service year: _____

REVENUES (FEDERAL REIMBURSEMENT)—			
Operating	Meals	Rate	Total
Breakfast	# _____	x _____	= \$ _____
Lunch/Supper	# _____	x _____	= \$ _____
Snack	# _____	x _____	= \$ _____
Total Revenue (SFSP)			\$ _____

EXPENDITURES—	
Operating:	
Cost of Food and Milk	\$ _____
Food Service Labor, Payroll Taxes, and Benefits	_____
Nonfood Supplies	_____
Utilities	_____
Rental of Facility	_____
Rental of Equipment	_____
Use Allowance of Equipment	_____
Transportation of Children/Meals (Rural Sponsors Only)	_____
Other (Specify) _____	_____
Total Operating	\$ _____
Administrative:	
Administrative Salaries	\$ _____
Payroll Taxes and Benefits	_____
Office (Maintenance, Rental, Supplies)	_____
Utilities	_____
Mileage (Administrative Purposes Only)	_____
Audit/Legal Fees	_____
Communications (Telephone, Postage, Outreach)	_____
Publication Fee	_____
Other (Specify) _____	_____
Total Administrative	\$ _____
Total Expenditures (SFSP)	\$ _____

Summary:	
Total Revenue	\$ _____
Total Expenditures	\$ _____
Profit or (Loss)	\$ _____

DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE

REVENUE/EXPENDITURES FOR CHILD AND ADULT CARE FOOD PROGRAM
 (To Be Completed by Organization)

Data shown is based on the most recent full-service year: _____

REVENUES (FEDERAL REIMBURSEMENT)—					
Child and Adult Care, if applicable:					
	Meals		Blended Rate	=	Total
Breakfast	# _____	x	_____	=	\$ _____
Lunch/Supper	# _____	x	_____	=	\$ _____
Snack	# _____	x	_____	=	\$ _____
At-Risk Snack	# _____	x	_____	=	\$ _____
					\$ _____
					Total CACFP
					TOTAL FEDERAL REIMBURSEMENT
					\$ _____

EXPENDITURES	
Cost of Food and Milk	\$ _____
CACFP Food-Related Supplies	_____
Food Service Labor and Benefits	_____
Administrative Labor and Benefits	_____
Administrative Costs	_____
Other (Specify) _____	_____
	Total Expenditures (CACFP)
	\$ _____

Summary:	
Total Revenue	\$ _____
Total Expenditures	\$ _____
Profit or (Loss)	\$ _____

AGREEMENT

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

The offerer certifies that all terms and conditions within the ITB/RFP 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 this Agreement to be signed by their duly authorized representatives.

ATTEST:

ORGANIZATION:

Name of Organization

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

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MINIMUM FOOD SPECIFICATIONS

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

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

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

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

Fruits and Vegetables—

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

Baked Products—

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

Staple Groceries—

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

MENU CYCLE FOR SUMMER FOOD SERVICE PROGRAM

Attach a sample 4-week cycle SFSP menu prepared by the Organization.

COST RESPONSIBILITY DETAIL SHEET

The Organization has deemed the following cost responsibility schedule to be a necessary 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 Organization’s operation, must be assigned by the Organization and included in the ITB/RFP. The column selected by the Organization for each expense represents whether the Organization or FSMC is *ULTIMATELY* responsible for that cost.

DESCRIPTION	FSMC	Organization	N/A*
FOOD:			
Food Purchases			
Commodity Processing Charges			
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			

*Not Applicable

The items listed below with two asterisks (**) are direct cost items that may or may not apply to the Organization. At local discretion, based upon actual practice and need, the Organization should assign cost responsibility for those items applicable to its operation or designate them as not applicable.

DESCRIPTION	FSMC	Organization	N/A*
OTHER EXPENSES:			
**Paper/Disposable Supplies			
Cleaning/Janitorial Supplies			
**Tickets/Tokens			
China/Silverware/Glassware:			
Initial Inventory			
Replacement During Operation			
Telephone:			
Local			
Long Distance			
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 in RFP)			
**Vehicle Maintenance			
**Courier Services (i.e., Bank Deposits, School Deliveries)			

*Not Applicable

DESCRIPTION	FSMC	Organization	N/A*
**Storage Costs:			
Food			
Supplies			
**Office Supplies			
**Printing			
**Promotional Materials			
**Cellular Phones (see page 25)			
**Mileage (see page 25)			
** Lodging (see page 25)			
**Per Diem (see page 25)			
**Taxes			
Sales			
Other			
**License Fees			
OTHER: (Add other expenses charged to food service. Overhead expenses incurred by the FSMC cannot be included.)			

*Not Applicable

Cleaning responsibilities are listed below:

DESCRIPTION	FSMC	Organization	N/A*
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 & Chairs			
Thorough Cleaning of Dining Room Tables & Chairs			
Cafeteria Walls			
Kitchen Walls			
Light Fixtures			
Windows			
Window Coverings			
Hoods			
Grease Filters			
Duct Work			
Exhaust Fans			
OTHER: (List Below)			

*Not Applicable

ATTACHMENT H

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the Organization and Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Name of Organization

A. By submission of this offer, the Offerer 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 Offerer 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 Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer 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 Offerer certifies that:

1. He or she is the person in the Offerer'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 Offerer'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 Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of Organization's
Authorized Representative

Title

Date

NOTE: Accepting an offerer's offer does not constitute award of the contract.

**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 Orders 12549 and 12689, Debarment and Suspension, Title 2 CFR, §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

(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

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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$150,000 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 \$150,000 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 \$150,000 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

**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)**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/Offer/Application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Postaward</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing</p> <p><input type="checkbox"/> b. Material Change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number: <i>(if known)</i></p>	<p>9. Award Amount: <i>(if known)</i></p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i></p>	<p>b. Individual Performing Services: <i>(including address if different from No. 10a) (Last name, first name, MI)</i></p>	
<p>11. Amount of Payment: <i>(check all that apply)</i></p> <p>\$ _____</p> <p>Actual <input type="checkbox"/> Planned <input type="checkbox"/></p>	<p>13. Type of Payment: <i>(check all that apply)</i></p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-Time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingency Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other: <i>(specify)</i> _____</p>	
<p>12. Form of Payment: <i>(check all that apply)</i></p> <p>a. Cash Nature _____</p> <p>b. In-kind (specify) Value _____</p>		
<p>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11:</p> <p align="center"><small>(Attach Continuation Sheets if necessary)</small></p>		
<p>15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which 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 \$150,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone Number: _____</p> <p>Date: _____</p>	

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use 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).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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 ITB/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 ITB/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 Organization, 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 E-Mail

APPENDIX

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

Select all three components for a reimbursable breakfast:

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ and/or vegetable
1 grains/breads ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread, biscuit, roll, or muffin or cold dry cereal or hot cooked cereal or pasta, noodles, or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Select all four components for a reimbursable lunch or supper:

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit, and/or vegetable
1 grains/breads ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread, biscuit, roll, or muffin or hot cooked cereal or pasta, noodles, or grains
1 meat/meat alternate	2 oz 2 oz 2 oz 1 large 1/2 cup 4 Tbsp 1 oz 8 oz	lean meat, poultry, or fish ³ , or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter nuts and/or seeds or yogurt ⁴

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat, poultry, or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.