# Food Service Management Company Cost Reimbursable Prototype Contract Wisconsin Department of Public Instruction

February 2015

This Request For Proposal (RFP) which is also referred to as the “prototype contract” is provided by the Wisconsin Department of Public Instruction (DPI) and is required for use by school food authorities (SFAs) initiating a cost reimbursable contract with a food service management company (FSMC). In accordance with 7 CFR 210.16, any changes made by the SFA or a FSMC to this prototype contract must be reviewed by DPI before the contract is executed. To comply with this requirement, the SFA must complete the necessary sections of this prototype contract. Then the SFA must submit the completed prototype contract to DPI for review. After DPI reviews the submitted prototype contract, the SFA may release the contract for soliciting proposals.

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

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

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

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

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

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

**Applicable credits** shall have the meaning established in Office of Management and Budget Circulars A-87, C(4) and A-122, Attachment A, A(5), respectively. For availability of OMB circulars referenced in this definition see 5 CFR 1310.3.

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

**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.

**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.

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

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

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

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

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

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

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# Instructions for Completing the FSMC Cost Reimbursable Contract

|  |  |
| --- | --- |
|  | **The SFA will complete all of the information listed below unless otherwise indicated.**  |
|  |  |
| Page 6, Item A: | Insert the name of the SFA. |
|  |  |
|  |  |
| Page 6, Item D: | Insert date, time, and place of pre-bid meeting. Indicate if attendance is required or optional. Indicate if vendor presentations will or will not be scheduled at this time. |
|  |  |
| Page 7, Item E.6: | Complete address where proposal must be submitted.  |
|  |  |
| Page 7, Item E.7: | Insert time and date for final acceptance of proposal. |
|  |  |
| Page 7, Item E.11: | Insert name and telephone number of contact person. |
|  |  |
| Page 8, Section I, Item A: | Insert beginning date. For ending date of June 30, insert the year. |
|  |  |
| Page 8, Section I, Item B: | Check all programs that apply. |
|  |  |
| Page 12, Section I, Item O: | Insert the number of days in which the SFA will make payment on the monthly invoices. Complete the escalator choice and the award criteria.  |
|  |  |
| Pages 13-14, Section II, Item B: | This section designates the program expenses to be incurred by the offeror and the SFA. |
|  |  |
|  |  |
| Page 17, Section IX Item A: | Check the box that applies. This information must agree with the information recorded on Attachments A and B. |
|  |  |
| Page 18, Section IX, Item M: | Circle the appropriate choice. **SFA may also want to include a requirement that selected FSMC employees need to meet the same standards as the SFA employees.** |
|  |  |
| Page 18, Section XI, Item B: | Check the box that applies. |
|  |  |
|  Page 21, Section XVIII: | Insert the number of days of written notice for termination by either party (must not exceed 60 days). |
|  |  |
| Page 21, Section XIX, Item C: | Insert the number of days of written notice for material breach. |
|  |  |
| Page 23, Section XXII, Items B-E: | Insert the amount of each type of insurance coverage as appropriate. |
|  |  |
| Pages 23-24, Section XXIII, Items A.1 and A.2: | Read through each option, and mark as appropriate. |
|  |  |
| Pages 24-25, Section XXIII, Item D: | Complete the projected number of feeding days (second to last bullet). |
|  |  |
| Pages 25-26, Section XXV, Items B.1 and B.2: | (Complete only if proposal includes the Summer Food Service Program (SFSP) and the SFSP will exceed $150,000.) Insert the required amount of the performance bond. Mark through entire item if SFA does not participate in the SFSP. |
|  |  |
| Pages 27-31: | Self-explanatory |
|  |  |
| Page 32: | Once proposal is awarded/accepted, the SFA and the selected FSMC must sign and date in the presence of witnesses. This document now becomes the awarded contract to which the SFA and the selected FSMC must abide. Once signed and dated, a copy must be mailed to:Wisconsin Department of Public InstructionSchool Nutrition Team125 South Webster StreetP.O. Box 7841Madison, WI 53707-7841  |
|  |  |
| Pages 33-65: | Self-explanatory |

**Prohibited Items:**

1. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.
2. Increases in Liability Coverage: The SFA has set the limits for liability coverage in Section XXII. Insurance of this RFP. SFA has determined these limits for liability coverage to be adequate for services described in this RFP. Offerors may not require any additional liability coverage, regardless of dollar value, beyond that which the SFA requires in this RFP. This prohibition would be effective in any situation where the SFA conducts its own procurement or where the selected FSMC procures products on behalf of the SFA. Reference USDA’s Food Nutrition Services Instruction (FNS) 1998-SP-25.

# General Information

1. 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 ***School Food Authority (SFA).***

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

1. Procurement shall be executed through competitive proposals. Competitive proposals involve the use of a solicitation document known as a Request for Proposal (RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR 3016. The SFA must share with perspective offerors sufficient information to make this a meaningful RFP, including monthly claim reimbursements from the previous year and catering activities. **Please note:** catering activities are outside of the fee structure of this contract.
2. The SFA shall provide the RFP at least ten (10) working days prior to the pre-bid meeting.
3. Pre-Bid Meeting (Pre-Bid Meeting should also be noted in public notice.)

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Vendor presentations will/will not be (SFA needs to select one) scheduled at this time. Pre-bid meetings need to take place during normal food service operation hours in order to provide contractors the optimal information needed to make a competitive proposal.

1. **Pre-Bid Meeting:** All FSMCs that intend to respond to this RFP are required/ highly encouraged (SFA needs to select one) to attendthe Pre-Bid Conference.
2. **Questions For Pre-Bid Meeting:** Submit in writing questions regarding the RFP by 12 PM Noon CST on >>>>>Date<<<<< to >>>>>Contact person<<<<< via >>>>>Fax number<<<<< or >>>>>Email address<<<<<. SFA will acknowledge receipt of questions no later than >>>>>Time<<<<< CST on >>>>>Date<<<<<.
	1. Questions submitted prior to the Pre-Bid Meeting will be answered at the Pre-Bid Meeting.
	2. Questions from the floor at the Pre-Bid Meeting must also be presented in writing. These questions may or may not be answered at the Pre-Bid Meeting.
	3. All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Bid Meeting.
3. **Written communication** will override any verbal communication that takes place during the process between any FSMC and SFA.
4. Proposal Submission and Award
5. This prototype contract (also known as the RFP) is provided by the Wisconsin Department of Public Instruction (DPI) and is required for use by SFAs initiating a cost reimbursable contract with a FSMC. In accordance with 7 CFR 210.16, any changes made by the SFA or offeror to this prototype contract must be reviewed by DPI before the contract is executed. In accordance with 7 CFR 210.19, all costs resulting from the awarded contract that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate DPI required changes to the solicitation or awarded contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.
6. The SFA must submit the following procurement documents to DPI and allow at least 15 business days for review prior to executing the awarded contract:
7. newspaper advertisement with date of publication;
8. list of offerors that received the solicitation/contract documents and all addenda issued (include date mailed/delivered);
9. a list of offerors in attendance at the pre-bid meeting along with a written copy of all questions with answers posed from the meeting (provided to all potential offerors);
10. correspondence from FSMCs opting not to submit a proposal (or phone call documentation);
11. the prototype contract, addendum requests, and attachments completed including the Proposal Criteria Analysis (developed by the SFA based on the Award Criteria on page 11). After written notification from DPI that the SFA may proceed with the award, the SFA must provide an executed contract to DPI.
12. 7 CFR 210.19 requires DPI to annually review each contract between any SFA and FSMC to ensure compliance with program regulations. Since this prototype contract is required for cost reimbursable contracts, the review may be limited to amendments made to the awarded contract. Regulations require DPI’s review of any and all amendment(s) to the awarded contract before it is executed.
13. The awarded contract between the SFA and selected FSMC shall be of duration no longer than one year with the option for yearly renewal not to exceed four additional years. The awarded contract between the SFA and the selected FSMC shall be a combination of the specification, terms and conditions of the proposal; selected FSMC proposal, attachments to the proposal and any written clarifications or changes made by SFA and in accordance with the provisions herein. Any amendment or addendum to the awarded contract that were not a part of the original RFP must be mutually signed by both the SFA and selected FSMC. DPI’s review of the awarded contract is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract.
14. DPI is not a party to any contractual relationship between the SFA and selected FSMC. DPI is not obligated, liable or responsible for any action or inaction taken by the SFA or selected FSMC based on this prototype contract and subsequent changes and/or amendments to the prototype contract.
15. Proposals are to be submitted to:

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Public opening will be at (time) \_\_\_\_\_\_\_\_\_\_\_\_ (CST) on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked ***Food Service Management Proposal.*** **Any proposal received after the exact time specified *will not* be considered.** The SFA reserves the right to retain all Proposals for a period of at least sixty (60) days. A FSMC that withdraws its Proposal during this period will be removed from SFA solicitation contact list for up to one year following the withdrawal.
2. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA.
3. To be considered, each offeror must submit a complete response to this solicitation ***using the forms provided.*** No other documents submitted with the proposal will affect the contract provisions contain herein, and there may be no modification to the contract language.
4. Award shall be made to the qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
5. Offeror and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a proposal; failure to do so will be at the offeror’s own risk. Failure or omission of offeror to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The SFA is not liable for any cost incurred by the offeror prior to the signing of the awarded contract by all parties. Paying the selected FSMC from the Child Nutrition Program (CNP) funds is prohibited until the awarded contract is signed.

If additional information is required, please contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Late Proposals

Any proposal received after the exact time specified for receipt in section E. Proposal Submission and Award, subsection 7 of this RFP will not be considered.

1. Awarded Contract

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

**Contract Requirements:** SFA considers this RFP to be legally binding. This RFP and the resulting winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and SFA. It should be understood by the offeror that this means the SFA expects the offeror’s proposal in response to this RFP to satisfy all requirements listed herein. Exceptions should be explicitly noted in offeror’s proposal. Lack of exceptions listed on an offeror’s proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP. All exceptions will be evaluated after the due date during the time of proposal evaluations. No exceptions, addendums, amendments, or other changes to the awarded contract will be allowed thereafter. The only allowable amendments will be the amendment to renew the awarded contract. This amendment will be presented to the contractor by the SFA at the time of renewal. The addition of offeror’s terms and conditions after due date of this RFP will not be allowed.

# Standard Terms and Conditions

# Scope and Purpose

1. **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. The awarded contract shall be for a period of up to one year, beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ending on June 30, \_\_\_\_\_\_\_\_, with up to four 1-year renewals with mutual agreement between the SFA and the selected FSMC.
2. The selected FSMC shall operate in conformance with the SFA’s Permanent Agreement/Policy Statement with DPI.

The SFA must check only those program(s) that will be applicable to the awarded contract. The programs listed below shall be the same as those listed in Attachment L *SFA Site/Building Listing – Services To Be Provided*. If a program is added later (e.g., a breakfast program), the appropriate procurement procedures must be followed. (Reference Section General Information, Item B on page 6.)

□ National School Lunch Program (NSLP) □ A la carte Sales

□ School Breakfast Program (SBP) □ Adult Meals

□ After School Care Snack Program (ASCSP) □ Catering

□ Summer Food Service Program (SFSP) □ Contract Meals

□ Special Milk Program (SMP) □ Wisconsin Elderly Program (WI EN)

□ Wisconsin School Day Milk Program (WSDMP) □ Vending/Concessions

□ Fresh Fruit and Vegetable Program □ Child and Adult Care Food Program (CACFP)

1. The selected FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment K *SFA Site/Building Listing – General Data*.
2. The selected FSMC shall be an independent contractor and not an employee of the SFA. The employees of the selected FSMC are not employees of the SFA.
3. The food service provided by the selected FSMC shall be operated and maintained as a benefit to the SFA’s students, faculty, and staff.
4. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA’s nonprofit food service account. Any profit or guaranteed return shall remain in the SFA’s nonprofit food service account. The SFA and the selected FSMC agrees that the awarded contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as describe under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 7 CFR 3016; these types of contracts are not allowable.
5. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State agency and USDA regarding each of the Child Nutrition Programs (CNP) covered by this contract.
6. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
7. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
8. The selected FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFA’s students will be primary beneficiaries.

The SFA may request of the selected FSMC 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 federal program regulations.

The fixed per meal equivalent rate for a la carte sales (including vending, adult meals, contract meals, and catering) will be determined by one of the following two options;

**Option one**: Computation of Lunch Equivalency Rate (LER) for a la carte sales.

The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.

|  |
| --- |
| **Year One Lunch Equivalency Rate (LER)** |
| 1. Current Year Federal Free Rate of Reimbursement:
 | $ ­­­­\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Current Year State Match Reimbursement Rate:
 | $ ­­­­\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Current Year Value of USDA Entitlement USDA Foods:
 | $ ­­­­\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Total Lunch Equivalency Rate** (Sum of 1+2+3)**:** |  **$ ­­­­\_\_\_\_\_\_\_\_\_\_\_\_** |

If the awarded contract is renewed, the LER will need to be recomputed with current year’s Federal Free Rate of Reimbursement, State Match Reimbursement Rate, and Value of USDA Entitlement USDA Foods.

**Option two**: A fixed fee for all a la carte sales (including vending, adult meals, contract meals, and catering). The offeror will need to provide this fixed fee as part of its proposal.

Note the following;

* + (*Fixed fee*) means an agreed upon amount that is fixed at the start 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.
	+ (*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.

(SFA will need to select which option above before sending out RFP.)

1. The selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA’s food service with classroom instruction.
2. The selected FSMC shall comply with the rules, regulations, policies, and instructions of the State of Wisconsin, DPI and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215 (SMP), 220, 225 (SFSP), 226 (CACFP), 245, 250, 3016, 3017, 3018, and 3019, if applicable.
3. **Allowable Costs:** In accordance with applicable federal regulations, for all cost reimbursable contracts:
4. Allowable costs will be paid from the nonprofit school food service account to the selected FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the selected FSMC or any assignee under the awarded contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
5. The selected FSMC must separately identify each cost submitted for payment to the SFA,
	* 1. the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or
		2. the selected FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
6. The selected FSMC’s determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.
7. The selected FSMC must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The SFA may permit the selected FSMC to report this information on a less frequent basis than monthly, but no less frequent than annually. The selected FSMC must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
8. The selected FSMC must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, DPI, or USDA.
9. No expenditure may be made from the nonprofit school food service account that permits or results in the selected FSMC receiving payments in excess of the selected FSMC’s actual, net allowable costs.
10. *Evaluation of Rebates, Discounts, and Credits:* Offerors will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by offeror, other manufactures and vendor, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA (see “Note CFR § 210.21 Procurement” below). This includes any SFA rebates, discounts, and credits that are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA’s nonprofit food service account.

**Offerors will need to submit narrative along with all other documents required and describe herein**.

In this narrative the offeror will describe its process for tracking and managing rebates, discounts, and credits in regards to purchases made with funds from the SFA’s school nonprofit food service account with itself, vendors, distributors, manufactures, and other companies related to the services and products described in this solicitation. In this narrative the offeror can also describe how it differentiates itself from other offerors with respect to rebates, discounts, and credits. At a minimum the narrative will need to include the following:

1. A list and description of all rebates, discounts, and credits that offeror estimates it will receive, if awarded the contract, in relation to this solicitation and based on estimations provided herein. The total value of the estimated rebates, discounts, and credits will not be used as an evaluation criterion. However, the offerors ability to describe in sufficient detail how those rebates, discounts, and credits were estimated and the process by which those rebates, discounts, and credits flow back to the SFA will be evaluated. *This information will be used to score how transparent an offeror is with the SFA’s rebates, discounts, and credits. Furthermore, this information will be used to set bench marks to measure contract performance during the terms of the awarded contract and at contract renewal.*
2. A list and description of all types of rebates, discounts, and credits that the offeror may pass through to the SFA if awarded the contract (e.g., volume rates, charge backs, purchasing rebates, other credits and discounts). Be as specific as possible.
3. Describe the offeror’s process of tracking, managing and payment of rebates, discounts, and credits back to customers such an SFA.
4. If applicable, how the offeror uses a third party vendor to manage, handle, pay, and/or process any portion of its rebates, discounts, and credits (e.g., rebate clearinghouse or rebate fulfillment centers).
5. How the offeror is able to aggregate and trace back applicable rebates, discounts, and credits to the SFA.
6. Do you contract directly with manufacturers for the purposes of rebates, discounts, and credits?
7. What percentage of all rebates, discounts, and credits will be retained by offeror as administrative management fee?
8. Does offeror pass through 100 percent of gross manufacturer and vendor rebates, discounts, and credits?
9. Describe any assumptions used for administrative fees or rebates, discounts, and credits that will not be fully disclosed.
10. Provide an estimated percentage of rebates, discounts, and credits to be shared with SFA.
11. Describe the frequency and measurement of rebates. Provide sample rebate reports provided to the SFA including one demonstrating how the rebates will be measured.
12. *Indemnification:* Selected FSMC shall indemnify, defend, and hold harmless SFA from any and all losses, costs, claims, lawsuits, settlements, judgments, fines, penalties, or expenses, including attorneys’ fees and costs, arising from any act or omission of selected FSMC in connection with the awarded contract, including, but not limited to, rebates, discounts, and credits and other manufacturer monies received by selected FSMC, data related to payment and other data or information provided, submitted, transmitted, or certified by or on behalf of selected FSMC, in connection with rebates, discounts, and credits and the awarded contract.
13. *Proprietary Information:* If these rebates, discounts, and credits are considered proprietary, indicate which rebates, discounts, and credits are proprietary and provided them in a separate attached envelop. This envelop will be labeled as proprietary financial information, solicitation number, company name, address, and contact person. For purposes of transparency of the evaluation process, the collective total of all rebates, discounts, and credits proposed will be disclosed and cannot be considered proprietary. This collective total will be referred to as “*Proposed Rebates, Discounts, and Credits: $\_\_\_\_\_\_\_\_\_\_\_*”.

**Note: CFR § 210.21 Procurement.**

(f) *Cost reimbursable contracts* —

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) 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;

(ii)(A) The contractor must separately identify for each cost submitted for payment to the school food authority 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;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) 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; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

1. The selected FSMC shall provide staff to manage the SFA’s food service operations and supervise all employees.
2. **Procurement/Payment Terms/Method:** The selected FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within \_\_\_\_\_\_ business days of the invoiced date. Upon termination of the awarded contract, all outstanding amounts shall immediately become due and payable.

SFAs must use this cost reimbursable contract for cost reimbursable proposals in order to be eligible for reimbursement under USDA Child Nutrition Programs. Any amendment of this contract must be reviewed by DPI prior to execution.

The SFA must determine and receive the full value of USDA Foods, including credits or reductions. The selected FSMC is responsible for reporting this monthly to the SFA. Adjustments may be accomplished on the monthly invoice from the selected FSMC or by an annual adjustment as determined by the SFA. USDA Foods values are to be based on the values posted on DPI’s USDA Foods website and shall include both the basic USDA Foods allocation as well as any bonus USDA Foods.

Cost reimbursable contracts may be subject to an annual escalator provision as stipulated in this contract by the SFA. Adjustment factors may include changes in federal reimbursement rates, changes in third-party cost, or price indices.

**To be completed by the SFA (if applicable). Please check the Consumer Price Index website at** [**http://www.bls.gov/cpi**](http://www.bls.gov/cpi)

**Annual Escalator Adjustment Factor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Award Criteria**: (The SFA may use its own criteria as long as the most heavily weighted factor is cost.)

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

**Weight Criteria**

\_\_\_\_\_ points Cost

\_\_\_\_\_ points Transparency of Rebates, Discounts, and Credits

\_\_\_\_\_ points Investment Costs (Optional see Attachment U)

\_\_\_\_\_ points Guarantees to Food Service Account (Optional)

\_\_\_\_\_ points Experience, References

\_\_\_\_\_ points Involvement of Students, Staff and Patrons

\_\_\_\_\_ points Menu and Portion Sizes (if the 21 day cycle menu is developed by the offeror)

\_\_\_\_\_ points On-site Manager

\_\_\_\_\_ points Promotion of the School Food Service Program

**TOTAL: 100** points

1. The selected FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students’ *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a medical doctor or recognized medical authority that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.
2. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.
3. **Gifts from Offerors:** The SFA’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from offerors submitting proposals to this RFP, any FSMC or contractors nor potential contractors.

# Designation of Program Expenses to be completed by SFA

1. The selected FSMC guarantees to the SFA that the selected FSMC shall be responsible for the expenses as checked under Column I. The selected FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
2. The SFA shall pay those expenses as checked under Column ll.

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

# Signature Authority

1. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

# Free and Reduced Price Meals Policy

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
2. The selected FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and reviewed by DPI in the annual contract between the SFA and DPI for the programs listed in Section I, Item B on page 9, 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.
3. The SFA shall be responsible for the development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The selected FSMC may act as an agent for the SFA related to these responsibilities.
4. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
5. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.

# USDA Foods

1. Any USDA Foods received (when the foods arrive at the school kitchen, SFA storage facility, or selected FSMC storage facility in either raw form or in processed end products) by the SFA and made available to the selected FSMC must accrue solely to the benefit of the SFA’s nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The selected FSMC shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.

Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.

1. The SFA shall retain title to all USDA Foods and the selected FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
2. Selected FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of the SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA’s processing agreements.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the selected FSMC equitably for lunches served to students at the SFA. The SFA’s monthly USDA Foods handling charges [including storage, delivery (if applicable), administration, and processing fees (if applicable)] will be deducted by DPI from the SFA’s monthly federal reimbursement. The SFA’s monthly USDA Foods handling charges will be deducted from the selected FSMC’s monthly meal invoice.
4. Based on actual bulk USDA Foods received, it may be necessary for the selected FSMC to make adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made. The SFA must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

The selected FSMC must credit the 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 entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).

The selected FSMC shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited.

The selected FSMC shall use the USDA Foods values as posted on DPI’s USDA Foods website including the value of USDA Bonus foods.

The selected FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250.

The selected FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA’s food service.

The selected FSMC will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA’s food service.

The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or 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.

The selected FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250.

The selected FSMC will comply with the storage and inventory requirements for USDA Foods.

The distributing agency, subdistributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the selected FSMC’s food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.

The selected FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

The selected FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods.

1. The selected FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
2. The selected FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA’s nonprofit food service, subject to approval of the SFA. The SFA shall consult with the selected FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
3. The selected FSMC shall account for all USDA Foods separately from purchased foods. The selected FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the selected FSMC to maintain the required records under this contract shall be considered *prima facie* evidence of improper distribution or loss of USDA Foods.
4. **Food Safety**
5. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any SFA facility.
6. The selected FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

# Meals

1. The selected FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The SFA shall retain control of the quality, extent, and general nature of the food service.
3. The selected FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on page 9.
4. In order for the selected FSMC to offer a la carte sales food service, the selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
5. The selected FSMC shall provide meals that meet the National School Lunch Program/School Breakfast Program (NSLP/SBP) Meal Pattern requirements.
6. The selected FSMC shall promote efforts to increase participation in the child nutrition programs.
7. The selected FSMC shall provide the specified types of service in the schools/sites listed in the attachment sections of this RFP, which is part of the awarded contract.
8. The selected FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
9. No payment will be made to the selected FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.

# Books and Records

1. The selected FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the selected FSMC prior to the preparation and submission of the claim for reimbursement.
2. The selected FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
3. The selected FSMC shall provide the SFA with a year-end statement.
4. Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the selected FSMC’s records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17), 7 CFR 3016.36(I)(10), and 7 CFR 3019.48(d))
5. The selected FSMC shall not remove federally required records from SFA premises.

# Employees

1. The SFA must designate if ***CURRENT*** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the selected FSMC. Section below must agree with the information reported on Attachment A *Labor Work Sheet, SFA Employees* and Attachment B *Labor Work Sheet, FSMC Employees*.

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

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

 □ Both SFA and Offeror

1. The selected FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B *Labor Work Sheet, FSMC Employees*. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
2. The SFA shall have final approval regarding the hiring of the selected FSMC’s site manager.
3. The selected FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The selected FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of selected FSMC management staff, except the site manager. The selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the selected FSMC.
4. The selected FSMC shall provide Workers’ Compensation coverage for all its employees.
5. The selected FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA’s premises as established by the SFA and which are furnished in writing to the selected FSMC.
6. Staffing patterns, except for the site manager, shall be mutually agreed upon.
7. The selected FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
8. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the selected FSMC.
9. The SFA may request in writing the removal of any employee of the selected FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
10. In the event of the removal or suspension of any such employee, the selected FSMC shall immediately restructure the food service staff without disruption of service.
11. All SFA and/or selected FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
12. The SFA will/will not (SFA must circle one) require the selected FSMC to perform a criminal background check on any of the selected FSMC employees that will be working at the SFA and disclose results to the SFA.

# Monitoring

1. The SFA shall monitor the food service operation of the selected FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.
2. The records necessary for the SFA to complete the required monitoring activities must be maintained by the selected FSMC under this contract and must be made available to the Auditor General, USDA, the State agency, and the SFA upon request for the purpose of auditing, examination, and review.
3. The SFA, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.
4. The SFA, as a CACFP sponsor, is responsible for conducting and documenting the required CACFP site visits of all sites for preapproval and during operation of the program.

# Use of Advisory Group/Menus

1. The SFA shall establish and the selected FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
2. Check the appropriate box below.

□ The selected FSMC will complete menu cycles for all programs.

□ The SFA will complete menu cycles for all programs.

1. The selected FSMC must comply with the 21-day menu cycle and specifications (Attachment M *Minimum Food Specifications* and Attachment N *Lunch Menus*) developed for the NSLP. The selected FSMC must also comply with the menu patterns and cycles as specified by the SFA for the SBP (Attachment O *Breakfast Menus*), ASCSP (Attachment P *After School Care Snack Menus*), SFSP (Attachment Q *Sample Summer Food Service Program Menus*), and CACFP (Attachment S *Sample Cycle Child and Adult Care Food Program Menus*). Any changes made by the selected FSMC after the first initial menu cycle for the NSLP, SBP, ASCSP, SFSP, and/ or CACFP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1))

# Use of Facilities, Inventory, Equipment, and Storage

1. The SFA will make available, without any cost or charge to the selected FSMC, area(s) of the premises agreeable to both parties in which the selected FSMC shall render its services.
2. The SFA may request of the selected FSMC additional food service programs; however, 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. Any additional food service that is a substantive change to the value of the contract which involves a total cost of $150,000 or more must be reviewed by DPI and be competitively procured.
3. Prior to the start of initial operations, the selected FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The selected FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the selected FSMC and the SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the selected FSMC’s Cost of Business and if lesser, the difference shall be subtracted from the selected FSMC’s Cost of Business.
4. In section II, “*Designation of Program Expenses to be completed by SFA*”, part B of this RFP, if SFA designates itself under column II (SFA) as the responsible party for described item; “*Equipment – Expendable*” (e.g., trays, tableware, glassware, utensils, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the selected FSMC. Otherwise, if the selected FSMC is designated in column I (Selected FSMC) with this responsibility, then the selected FSMC shall maintain this inventory at the inventory level as specified by the SFA.
5. The selected 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.
6. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the selected FSMC
7. The selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA’s agreement with the DPI.
8. The selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
9. 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.
10. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the selected FSMC.
11. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
12. The SFA shall not be responsible for loss or damage to equipment owned by the selected FSMC and located on the SFA premises.
13. The selected FSMC shall notify the SFA of any equipment belonging to the selected FSMC on the SFA premises within 10 days of its placement on SFA premises.
14. The SFA shall have access, with or without notice, to all of the SFA’s facilities used by the selected FSMC for the purposes of inspection and audit.
15. The selected FSMC shall not use the SFA’s facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed amendment to the awarded contract which stipulates the fees to be paid by the selected FSMC to the SFA for such facility usage.
16. The selected FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

# Purchases

1. If the selected FSMC is procuring goods or services which are being charged to the SFA under the awarded contract (e.g., equipment), the selected FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions 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.
2. Any purchase of food must meet the specification listed in Attachment M *Minimum Food Specifications*.

# Sanitation

1. The selected FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The selected FSMC shall clean the kitchen and dining room areas as indicated in Attachment K *SFA Site/Building Listing General Data*.
4. The selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
5. The SFA shall clean ducts and hoods above the filter line.
6. The selected FSMC shall comply with all local and state sanitation requirements in the preparation of food.

# Licenses, Fees, and Taxes

1. The selected FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for selected FSMC employees; the selected FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
2. The selected FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The selected FSMC shall comply with all SFA building rules and regulations.

# Nondiscrimination

Both the SFA and the selected FSMC agree that no child who participates in the NSLP, SBP, ASCSP, SFSP, CACFP, SMP, WI EN, and WSDMP will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or physical, mental, emotional, or learning disability.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/complaint_filing_cust.html>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at[program.intake@usda.gov](http://program.intake@usda.gov/).

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

USDA is an equal opportunity provider and employer.

# Emergency Closing

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

# Terms and Termination

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

# Nonperformance by Selected FSMC

1. In the event of the selected FSMC’s nonperformance under this awarded contract and/or the violation or breach of the awarded contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The selected FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the selected FSMC’s negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts.
3. In the event either party commits a material breach, the non-breaching party may terminate the awarded contract for cause by giving \_\_\_\_\_ days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue of the awarded contract.
4. Notwithstanding the breaching provision above, the SFA may immediately terminate of the awarded contract with written notice to selected FSMC for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the awarded contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to USDA or the State agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

# Certification

1. The selected FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).
2. The selected FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the selected FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
3. The selected FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The selected FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.
5. The selected FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
6. The selected FSMC has signed the *Independent Price Determination Certificate*, Attachment V, which was attached as an addendum to the offeror’s proposal and which is incorporated herein by reference and made a part of the awarded contract.
7. The selected FSMC has signed the *Suspension and Disbarment Certification,* Attachment W, which was attached as an addendum to the offeror’s proposal and which is incorporated and made a part of this contract. This is required of contracts of $25,000 or more. (Reference 7 CFR §3017.
8. The selected FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
9. The selected FSMC has signed the *Lobbying Certification*, Attachment X, which was attached as an addendum to the selected FSMC’s proposal and which is incorporated and made a part of the awarded contract. If applicable, the selected FSMC has also completed and submitted Standard Form-LLL, *Disclosure of Lobbying Activities*, Attachment Y, or will complete and submit as required in accordance with its instructions included in Attachment.
10. The selected FSMC shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
11. The selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
12. The federal Supplemental Nutrition Assistance Program (SNAP) provides benefits to low-income households to buy food. In Wisconsin, the program is referred to as FoodShare Wisconsin, or simply “FoodShare”.
13. USDA Regulation 7 CRF Part 16, Equal Opportunity for Religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or “faith-base”) organizations should be able to compete on an equal footing with other organizations for USDA assistance.
14. The selected FSMC shall comply with all other pertinent state and federal laws.

# Miscellaneous

1. The selected FSMC shall comply with the provisions of its submitted proposal specifications, which are hereby in all respects made a part of the awarded contract including all agreed to negotiations between SFA and selected FSMC which have been reviewed by DPI.
2. No provision of the awarded contract shall be assigned or subcontracted without prior written consent of the SFA.
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 the awarded contract.
6. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
7. The awarded contract is subject to review by the DPI.

# Insurance

1. The selected FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Wisconsin. A Certificate of Insurance of the selected FSMC’s insurance coverage indicating these amounts must be submitted at the time of the awarded contract. The information below must be completed by the SFA.
2. Comprehensive General Liability – includes coverage for:
3. Premises – Operations
4. Products – Completed Operations
5. Contractual Insurance
6. Broad Form Property Damage
7. Independent Contractors
8. Personal Injury

$\_\_\_\_\_\_\_\_\_\_Combined Single Limit

1. Automobile Liability: $\_\_\_\_\_\_\_\_\_\_\_ Combined Single Unit
2. Workers’ Compensation-Statutory; Employer’s Liability: $\_\_\_\_\_\_\_\_\_\_
3. Excess Umbrella Liability: $\_\_\_\_\_\_\_\_\_\_Combined Single Unit
4. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The selected FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers’ Compensation, and Excess Umbrella.
5. The selected FSMC shall direct its insurance company to provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

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

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

**OR**

* 1. □ Deliver the equipment or other items funded by the investment to the selected FSMC.

**OR**

* 1. □ Lease purchase the equipment or other items funded by the investment from the selected FSMC and continue to pay the selected FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the SFA’s obligation under the Lease Purchase Agreement with the selected FSMC shall be subject to the SFA’s ratification of the rental agreement for each ensuing fiscal year.
1. Except as otherwise expressly provided in this contract, the selected FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the selected FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the awarded contract.
2. The SFA and the selected FSMC shall work together to ensure a financially sound operation.
3. **Assumptions:** Financial terms of the awarded contract are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the awarded contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
	* The SFA’s policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
	* Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
	* Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the awarded contract year, will continue to be available.
	* The government reimbursement rates in effect shall remain materially consistent throughout the year.
	* Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
	* Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA’s premises shall remain materially consistent throughout the year.
	* The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
	* The projected number of full feeding days is: \_\_\_\_\_\_\_\_\_\_.
	* SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

# Trade Secrets and Proprietary Information

1. During the term of the awarded contract, the selected FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the selected FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the selected FSMC), and similar compilations regularly used in selected FSMC’s business operations (trade secrets). The SFA shall not disclose any of the selected FSMC’s trade secrets or other confidential information, directly or indirectly, during or after the term of the awarded contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the selected FSMC. All trade secrets and other confidential information shall remain the exclusive property of the selected FSMC and shall be returned to the selected FSMC immediately upon termination of the awarded contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the selected FSMC and not the SFA. Furthermore, the SFA’s access or use of such software shall not create any right, title interest, or copyright in such software, and the SFA shall not retain such software beyond the termination of the awarded contract. In the event of any breach of this provision, the selected FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA’s obligations under this section are subject to its obligations under the Wisconsin Open Records Law, Wisconsin Statute Sect. 19.31-19.39. This provision shall survive the termination of the awarded contract.
2. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State agency and USDA shall have unrestricted rights including copyrights.

# Summer Food Service Program (SFSP)

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

1. The SFA shall be responsible for determining eligibility of all SFSP sites.
2. Bonding requirements.
	* + - 1. Bid bond guarantee (when the SFSP portion of the proposal exceeds $150,000):

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

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

* + - * 1. Performance bonds (when the SFSP portion of the contract exceeds $150,000):

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

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

1. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
2. The selected FSMC must comply with the cycle menu developed by the SFA for the SFSP (Attachment Q *Summer* *Food Service Program Menus*) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
3. The SFA shall maintain responsibility for submitting SFSP claims for reimbursement and comply with 7 CFR Part 225.15(a) which requires that sponsors operate the food service in accordance with the provisions of 7 CFR Part 225; any instructions and handbooks issued by FNS under 7 CRF Part 225 and any instructions and handbooks issued by the State agency which are not inconsistent with the provisions of 7 CFR Part 225.

# Child and Adult Care Food Program (CACFP)

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

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

1. The SFA shall be responsible for determining eligibility of all CACFP sites.
2. The SFA is responsible for ensuring the selected FSMC conforms to its agreement with the State agency as per all requirements as specified at7 CFR Part 226.21.
3. The SFA is responsible for the administration of the CACFP according to 7 CFR Part 226 (e.g., submitting the reimbursement claim, monitoring sites if applicable).
4. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. The selected FSMC must comply with the cycle menu developed by the SFA for the CACFP, Attachment S.
6. The SFA shall not delegate any CACFP management responsibilities to the selected FSMC as specified in the Food and Nutrition Instruction 792-2, Rev.1 and as specified at 7 CFR 226.15(c).
7. The financial terms of the awarded contract are based upon the existing conditions and the following assumptions, the awarded contract (1) may be terminated at the end of the current term or (2) may continue under the same terms as written, whichever is mutually agreed upon.
8. The SFA’s policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
9. The government reimbursement rates in effect shall remain materially consistent throughout the year.
10. Meal components and quantities required by the CACFP remain consistent with prior years.
11. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
12. The projected number of full feeding days is: \_\_\_\_\_\_\_\_\_\_.

**Fixed Cost per Meal:** CFR § 250.50 Contract requirements and procurement, (b) Types of contracts; the SFA may enter into a fixed-price or a cost-reimbursable contract with a FSMC, except that SFA in CACFP is prohibited from entering into cost-reimbursable contracts, in accordance with 7 CFR part 226. Under a fixed-price contract, the SFA will pay a fixed cost per meal provided or a fixed cost for a certain time period.

The fixed cost per meal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# PROJECTED OPERATIONS – REVENUE

**FOR PROGRAMS AND SITES TO BE CONTRACTED**

**(To be completed by SFA)**

**IN-SCHOOL REVENUE**

**Based on \_\_\_\_\_\_\_\_\_\_\_Days of Service**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Breakfast Programs: | **Meals** |  | **Price** |  | **Total** |  |
|  Elementary Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|   |  |  |  |  |  |  |
|  Secondary Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Adult | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Subtotal Breakfast |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| Lunch Program: |  |  |  |  |  |  |
|  Elementary Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Secondary Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Adult | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Subtotal Lunch |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |  |
| After School Care Snack Program: |  |  |  |  |  |  |
|  Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_  |  |
|  |  |  |  |  |  |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  Adult | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Subtotal Snack |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Special Functions (Catering) #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X \_\_\_\_\_\_\_\_\_\_\_\_ = | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| A la Carte, if applicable | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Concession Revenue, if applicable | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Vending Machine Sales Total Revenue | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Contract Meals | $ \_\_\_\_\_\_\_\_\_ |
|  |  |
| Non-Reimbursable Meals | $ \_\_\_\_\_\_\_\_\_ |
|  |  |
|  **TOTAL *IN-SCHOOL* REVENUE =** | $\_\_\_\_\_\_\_\_\_\_ |

# PROJECTED OPERATIONS - REVENUE, PAGE 2

**(To be completed by SFA)**

**FEDERAL REIMBURSEMENT**

**Based on \_\_\_\_\_\_\_Days of Service**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Breakfast Program:** | **Meals** |  | **Price** |  | **Total** |  |
|  Free | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Free, Severe Need | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Reduced Price Severe Need | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
| Total Breakfast |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| **Lunch Program:** |  |  |  |  |  |  |
|  Free | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
| Total Lunch |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| **After School Care Snack Program:** |  |  |  |  |  |  |
|  Free | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Reduced Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Full Price | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
| Total Snacks |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| **Total Special Milk Program**  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| **Summer Food Service Program (If applicable):** |  |  |  |  |  |
|  Breakfast | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Lunch/Supper | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Snacks | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
| Total SFSP |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
| **Child and Adult Care Food Program (If applicable):** |  |  |  |  |  |
|  Breakfast | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Lunch/Supper | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
|  Snacks | #\_\_\_\_\_\_\_\_\_\_\_\_ | X | \_\_\_\_\_\_\_\_\_\_\_\_ | = | $\_\_\_\_\_\_\_\_\_\_\_ |  |
| Total CACFP |  |  |  |  |  | $\_\_\_\_\_\_\_\_\_\_ |
|  | **TOTAL FEDERAL REIMBURSEMENT** | **$\_\_\_\_\_\_\_\_\_\_** |

# PROJECTED OPERATIONS - REVENUE, PAGE 3

**(To be completed by SFA)**

 **WI Elderly Nutrition\* $ \_\_\_\_\_\_\_\_\_**

 **WI School Day Milk\* $ \_\_\_\_\_\_\_\_\_**

 **State Match\* $ \_\_\_\_\_\_\_\_\_**

 **State Breakfast Aids\* $ \_\_\_\_\_\_\_\_\_**

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

 \* Complete using the most recent program reimbursement received from DPI.

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

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

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

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

# PROJECTED OPERATIONS – EXPENDITURES

**FOR PROGRAMS AND SITES TO BE CONTRACTED**

**(To Be Completed by Offeror)**

**Based on \_\_\_\_\_\_\_\_ Days of Operations**

|  |  |
| --- | --- |
| **Food and Milk** |  |
| Enter the amounts of food and milk purchased and received.  |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| USDA Foods Value |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bonus USDA Foods Value |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| USDA Foods processing and handling charges |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| **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. |  |
|  |  |
| **Other Direct** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than $1,500 per repair), equipment, rental, and extermination. |  |
|  |  |
| **Expendable Equipment** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter the amount of each piece of equipment which has an expected service life of less than one year and an acquisition cost less than $1,500. |  |
|  |  |
| **Nonexpendable Equipment** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter the amount of each piece of equipment which is not consumed in use and is of durable nature with an expected service life of one or more years and has an acquisition cost of $1,500 or more. Please break out items by line on Attachment T. |  |
| **Implementation Cost**Enter the amount of costs associated with the implementation of the program. Please break out items by line item on Attachment T.  |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Non-reimbursable Expenses** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost purchased foods, lost USDA Foods, etc). |  |
|  |  |
| **A la Carte Sales (If not included above)** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter total expenditures related to extra 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 meals (i.e., food, labor, supplies, etc). |  |
|  |  |
| **Vending/Concessions** |  $\_\_\_\_\_\_\_\_\_\_\_\_ |
| Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc.) |  |
|  |  |  |  |   |
| **Other** |  |  |  |  $\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |
|  | **Subtotal Expenditures:** |  |  |  $\_\_\_\_\_\_\_\_\_\_\_  |
|  |
|  | **Less USDA Foods Value****Less Rebate, Discounts, Credits, if applicable** |  |   |  ($\_\_\_\_\_\_\_\_\_\_\_\_)($\_\_\_\_\_\_\_\_\_\_\_\_) |
|  |  |  |  |  |
|  | **Less USDA Foods Specific Rebates, Discounts and Credits** |  |  | ($\_\_\_\_\_\_\_\_\_\_\_\_)  |
|  |  |  |  |  |
|  | **Total Expenditures:** |  |  |  $\_\_\_\_\_\_\_\_\_\_\_\_ |

# PROJECTED OPERATIONS – EXPENDITURES, PAGE 2

Total Revenue $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Operational Expenditures $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Rebates, Discounts and Applicable Credits $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offeror’s Fixed Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Profit or Loss $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# AGREEMENT PAGE

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

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

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

FSMC NAME:

FSMC ADDRESS:

 Date:

SIGNATURE (Authorized Representative):

PRINT NAME

TITLE:

PHONE:

FAX NUMBER:

E-MAIL:

(SFA will complete section below this line)

### Awarding of the Contract:

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

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

SFA NAME:

SFA ADDRESS:

 Date:

SIGNATURE (Authorized Representative):

PRINT NAME

TITLE:

PHONE:

FAX NUMBER:

E-MAIL:

#

# LIST OF CONTRACT ATTACHMENTS

**ATTACHMENT TITLE**

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

# ATTACHMENT A: LABOR WORK SHEET - SFA

(To be completed by the SFA for SFA employees)

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **JOB TITLE** | **HOURLY****RATE****($)** | **DAILY****HOURS** | **NUMBER****OF DAYS****PAID** | **TOTAL****ANNUAL****WAGE****($)** | **UNEMPLOYMENT COMPENSATION** |
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| Total Labor | $ |
| Retirement | $ |
| Substitute Pay | $ |

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

# ATTACHMENT B: LABOR WORK SHEET- FSMC

(To be completed by the Offeror for FSMC employees)

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **JOB TITLE** | **HOURLY****RATE****($)** | **DAILY****HOURS** | **NUMBER****OF DAYS****PAID** | **TOTAL****ANNUAL****WAGE****($)** | **UNEMPLOYMENT COMPENSATION** |
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| Total Labor | $ |
| Retirement | $ |
| Substitute Pay | $ |

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

# ATTACHMENT C: FRINGE BENEFIT COST WORK SHEET - SFA

(To be completed by the SFA for the SFA employees)

List Annual Cost for the Year \_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EMPLOYEE NAME** | **HOSPITALIZATION****(Medical)****$** | **DENTAL****$** | **VISION****$** | **LONGEVITY****OR ANNUITY****$** | **LIFE****$** | **RETIRE-****MENT****$** | **OTHER1****$** | **TOTAL****$** |
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| **TOTAL COSTS** | **$** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |

**1 Include Paid Time Off (PTO), Holiday pay and Sick pay**

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.***

# ATTACHMENT D: FRINGE BENEFIT COST WORK SHEET - FSMC

(To be completed by the Offeror for the FSMC employees)

List Annual Cost for the Year \_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EMPLOYEE NAME** | **HOSPITALIZATION****(Medical)****$** | **DENTAL****$** | **VISION****$** | **LONGEVITY****OR ANNUITY****$** | **LIFE****$** | **RETIRE-****MENT****$** | **OTHER1****$** | **TOTAL****$** |
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| **TOTAL COSTS** | **$** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |

**1 Include Paid Time Off (PTO), Holiday pay and Sick pay**

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.***

# ATTACHMENT E: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

LUNCH PROGRAM

(To be completed by SFA)

|  |  |  |  |
| --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **PROJECTED REIMBURSABLE MEALS**Average Daily Number of Meals by Category(Free, Reduced-Price, and Paid Meals) | **CONTRACT MEALS****(Meals sold to other schools)\*** |
| **# OF MEALS** |
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| **TOTAL** |  |  |  |

\*Do not include Special Functions

# ATTACHMENT F: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

BREAKFAST PROGRAM

(To be completed by SFA)

|  |  |  |  |
| --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **PROJECTED REIMBURSABLE MEALS**Average Daily Number of Meals by Category(Free, Reduced-Price, and Paid Meals) | **CONTRACT MEALS****(Meals sold to other schools)\*** |
| **# OF MEALS** |
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| **TOTAL** |  |  |  |

\*Do not include Special Functions

# ATTACHMENT G: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

AFTER SCHOOL CARE SNACK PROGRAM

(To be completed by SFA)

|  |  |  |  |
| --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **PROJECTED REIMBURSABLE SNACKS**Average Daily Number of Snacks by Category(Free, Reduced-Price, and Paid Meals) | **CONTRACT MEALS****(Snacks sold to other schools)\*** |
| **# OF SNACKS** |
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| **TOTAL** |  |  |  |

\*Do not include Special Functions

# ATTACHMENT H: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

### CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - SNACK

### (To be completed by SFA)

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| --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **PROJECTED REIMBURSABLE MEALS AND SNACKS**Average Daily Number of Meals and Snacks by Category(Free, Reduced-Price, and Paid Meals) | **CONTRACT MEALS AND SNACKS****(Meals and Snacks sold to other schools)\*** |
| **# OF MEALS AND SNACKS** |
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| **TOTAL** |  |  |  |

\*Do not include Special Functions

# ATTACHMENT “I”: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

SPECIAL MILK PROGRAM

(To be completed by SFA)

|  |  |  |  |
| --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ENROLLMENT** | **PROJECTED REIMBURSABLE MILKS**Average Daily Number of Milks by Category(Free, Reduced-Price, and Paid Meals) | **CONTRACT MILKS****(Milks sold to other schools)\*** |
| **# OF MILKS** |
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| **TOTAL** |  |  |  |

\*Do not include Special Functions

# ATTACHMENT J: SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY PARTICIPATION (ADP)

(Total number of meals by category served in the previous summer divided by the total operating days for the summer.)

Projected Average Number of Meals by Category

SUMMER FOOD SERVICE PROGRAM

(To be completed by the SFA)

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

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **ADDRESS** | **GRADE****LEVELS[[1]](#footnote-1)** | **SELF-PREP, SATELLITE, ETC.[[2]](#footnote-2)** | **NO. OF SERVING PERIODS (LUNCH)** | **BEGINNING AND ENDING TIMES OFMEAL SERVICE** | **NO. OF SERVING DAYS** |
| **BREAKFAST** | **LUNCH** | **SNACK** |
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# ATTACHMENT L: SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED1

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

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **SITE OR SCHOOL** | **BREAKFAST** | **LUNCH** | **SNACK** | **SFSP** | **SMP** | **Fresh Fruit and Vegetable Program** | **WSDMP** |
| **MEAL[[3]](#footnote-3)** | **OFFER VERSUS SERVE** | **A la Carte****Sales** | **CON-****TRACT MEALS** | **ADULT MEALS** | **MEAL2** | **OFFER VERSUS SERVE** | **A la Carte SALES** | **CON-****TRACT MEALS3** | **ADULT MEALS** |
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# ATTACHMENT M: MINIMUM FOOD SPECIFICATIONS

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

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

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

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

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

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

Attachment M (continued…): MINIMUM FOOD SPECIFICATIONS

# Exhibit A: Meal Pattern Requirements

|  |  |  |
| --- | --- | --- |
|  | **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 greenf | 0 | 0 | 0 | ½  | ½  | ½  |
|  Red/orangef | 0 | 0 | 0 | ¾  | ¾  | 1¼  |
|  Beans/peas (legumes)f | 0 | 0 | 0 | ½  | ½  | ½  |
|  Starchyf | 0 | 0 | 0 | ½  | ½  | ½ |
|  Otherf,g | 0 | 0 | 0 | ½  | ½  | ¾ |
| Additional vegetable 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) | 0k | 0k | 0k | 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. |

1. In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
2. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
3. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
4. For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).
5. The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
6. Larger amounts of these vegetables may be served.
7. 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).
8. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
9. At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
10. In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
11. There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
12. Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
13. The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
14. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
15. In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
16. Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

Attachment M (continued…): MINIMUM FOOD SPECIFICATIONS

### Summer Food Service Program Meal Pattern

|  |  |  |  |
| --- | --- | --- | --- |
| **Food Components** | **Breakfast** | **Lunch or Supper** | **Snack1** **(Choose two****of the four)** |
| **Milk** |
| * Milk, fluid
 | 1 cup (8 fl oz)2 | 1 cup (8 fl oz)3 | 1 cup (8 fl oz)2 |
| **Vegetables and/or Fruits**  |
| * Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice
 | ½ cup | ¾ cup total4 | ¾ cup |
| * An equivalent quantity of any combination ofvegetables(s), fruit(s), and juice
 | ½ cup (4 fl oz) |  | ¾ cup (6 fl oz) |
| **Grains and Breads5** |
| * Bread
 | 1 slice | 1 slice | 1 slice |
| * Cornbread, biscuits, rolls, muffins, etc.
 | 1 serving | 1 serving | 1 serving |
| * Cold dry cereal
 | ¾ cup or 1 oz6 |  | ¾ cup or 1 oz6 |
| * Cooked pasta or noodle product
 | ½ cup | ½ cup | ½ cup |
| * Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads
 | ½ cup | ½ cup | ½ cup |
| **Meat and Meat Alternates** (Optional) |
| * Lean meat or poultry or fish or alternate protein product7
 | 1 oz | 2 oz | 1 oz |
| * Cheese
 | 1 oz | 2 oz | 1 oz |
| * Eggs
 | ½ large egg | 1 large egg | ½ large egg |
| * Cooked dry beans or peas
 | ¼ cup | ½ cup | ¼ cup |
| * Peanut butter or soynut butter or other nut or seed butters
 | 2 tbsp | 4 tbsp | 2 tbsp |
| * Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored
 | 1 oz | 1 oz= 50%8 | 1 oz |
| * An equivalent quantity of any combination of the above meat/meat alternates
 | 4 oz or ½ cup | 8 oz or 1 cup | 4 oz or ½ cup |

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

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2. Shall be served as a beverage, or on cereal, or use part of it for each purpose.
3. Shall be served as a beverage.
4. Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5. All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.
6. Either volume (cup) or weight (oz) whichever is less.
7. Must meet the requirements in Appendix A of the SFSP regulations.
8. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

Attachment M (continued…): MINIMUM FOOD SPECIFICATIONS

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

The meal must contain, at a minimum, each of the components listed in at least the amounts indicated for the specific age group in order to qualify for reimbursement.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Age 1 and 2 | Age 3 through 5 | Age 6 through 12i |
| BREAKFAST |  |  |  |
| 1. Milk, fluid j
 | ½ cup | ¾cup | 1 cup |
| 1. Juice a, fruit, or vegetable or
 | ½ cup | ½ cup | ½ cup |
| Fruit(s) or vegetable(s) | ¼ cup | ½ cup | ½ cup |
| 1. Grains/Breads b:
 |  |  |  |
| Bread  | ½ slice | ½ slice | 1 slice |
| Cornbread, biscuits, rolls, muffins, etc.b | ½ serving | ½ serving | 1 serving |
| Cereal: |  |  |  |
| Cold dry | ¼ cup or 1/3 ozc | 1/3cup or ½ ozc | ¾ cup or 1 ozc |
| Hot cooked | ¼ cup total | ¼ cup | ½ cup |
| Cooked pasta or noodle products | ¼ cup | ¼ cup | ½ cup |
| LUNCH OR SUPPER |  |  |  |
| 1. Milk, fluid j
 | ½ cup | ¾ cup | 1 cup |
| 1. Meat or meat alternate:
 |  |  |  |
| Meat, poultry, fish, cheese | 1 oz | 1+½ oz | 2 oz |
| Alternate protein productsg | 1 oz | 1+½ oz | 2 oz |
| Yogurt, plain or flavored, unsweetened or sweetened | 4 oz or ½ cup | 6 oz or ¾ cup | 8 oz or 1 cup |
| Egg | ½ egg | ¾ egg | 1 egg |
| Cooked dry beans or peas | ¼ cup | 3/8 cup | ½ cup |
| Peanut butter or other nut or seed butter | 2 Tbsp | 3 Tbsp. | 4 Tbsp |
| Peanuts or soynuts or tree nuts or seeds | ½ oz = 50%d | ¾ oz = 50%d | 1 oz = 50%d |
| 1. Vegetable and/or fruit e (at least two)
 | ¼ cup total | ½ cup total | ¾ cup total |
| 1. Grains/Breadsb:
 |  |  |  |
| Bread  | ½ slice | ½ slice | 1 slice |
| Cornbread, biscuits, rolls, muffins, etc.b | ½ serving | ½ serving | 1 serving |
| Cereal, hot cooked | ¼ cup total | ¼ cup | ½ cup |
| Cereal, cold, dry | ¼ cup or 1/3 ozc | 1/3 cup or ½ ozc | ¾ cup or 1 ozc |
| Cooked pasta or noodle products | ¼ cup | ¼ cup | ½ cup |
| SNACK |  |  |  |
| 1. Select two of the following four components:
 |  |  |  |
| 1. Milk, fluid j
 | ½ cup | ½ cup | 1 cup |
| Juice a,f, fruit, or vegetable **or** | ½ cup | ½ cup | ¾ cup |
| Fruit(s) or vegetable(s) | ½ cup | ½ cup | ¾ cup |
| 1. Grains/Breadsb:
 |  |  |  |
| Bread | ½ slice | ½ slice | 1 slice |
| Cornbread, biscuits, rolls, muffins, etc.b | ½ serving | ½ serving | 1 serving |
| Cereal: |  |  |  |
| Cold dry | ¼ cup or 1/3 ozc | 1/3 cup or ½ ozc | ¾ cup or 1 ozc |
| Hot cooked | ¼ cup | ¼ cup | ½ cup |
| 1. Meat or meat alternate
 |  |  |  |
| Meat, poultry, fish, cheese | ½ oz | ½ oz | 1 oz |
| Alternate protein products g | ½ oz | 1/2 oz | 1 oz |
| Egg, large h | ½ egg | ½ egg | ½ egg |
| Cooked dry beans or peas | 1/8 cup | 1/8 cup | ¼ cup |
| Peanut butter or other nut or seed butter | 1 Tbsp | 1 Tbsp | 2 Tbsp |
| Peanuts or soynuts or tree nuts or seeds | ½ oz | ½ oz | 1 oz |
| Yogurt, plain or flavored, unsweetened or sweetened | 2 oz or ¼ cup | 2 oz or ¼ cup | 4 oz or ½ cup |

1. Must be full strength fruit or vegetable juice.
2. Bread, pasta or noodle products, and cereal grains shall be whole grain or enriched, cornbread, biscuits, rolls, muffins, etc., shall be made with whole grain or enriched meal or flour.
3. Either volume (cup) or weight (oz), whichever is less.
4. No more than 50 percent of the requirement shall be met with tree nuts or seeds. Tree nuts and seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry or fish.
5. Serve 2 or more kinds of vegetable(s) and/or fruit(s). Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
6. Juice may not be served when milk is the only other component.
7. Alternate protein products may be used as acceptable meat alternates if they meet the requirements on the following page.
8. One-half egg meets the required minimum amount (one ounce or less) of meat alternate.
9. Youth ages 13 through 18 must be served minimum or larger portion sizes than those specified for ages 6 through 12.

j Fluid milk must be fat free (skim) or low fat (1 percent) milk for children 2 years and older.

Attachment M (continued…): MINIMUM FOOD SPECIFICATIONS

### Alternate Protein Products

1. What are the criteria for alternate protein products used in the Child and Adult Care Food Program?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.

2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:

a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.

b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).

c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. (''When hydrated or formulated'' refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).

d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this attachment.

e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.

f. For an alternate protein product mix, manufacturers should provide information on:

(1) The amount by weight of dry alternate protein product in the package;

(2) Hydration instructions; and

(3) Instructions on how to combine the mix with meat or other meat alternates.

1. How are alternate protein products used in the Child and Adult Care Food Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.

2. The following terms and conditions apply:

a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.

b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

1. How are commercially prepared products used in the Child and Adult Care Food Program?

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

# ATTACHMENT N: SAMPLE 21- DAY CYCLE LUNCH MENU

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

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

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

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

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

# ATTACHMENT Q: SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM MENU

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

# ATTACHMENT R: HOLIDAY SCHEDULE

Holiday Schedule to be inserted here by SFA.

# ATTACHMENT S: SAMPLE CYCLE CHILDAND ADULT CARE FOOD PROGRAM MENU

Complete a 14 day menu cycle adhering to the CACFP meal pattern.

# ATTACHMENT T: IMPLEMENTATION COSTS BY LINE ITEM

|  |  |
| --- | --- |
| **Item** | **Cost** |
| Office Supplies |  |
|  |  |
|  |  |
| IT (software) |  |
|  |  |
|  |  |
| Signage |  |
|  |  |
|  |  |
| Expendable Equipment |  |
|  |  |
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|  |  |
|  |  |
|  |  |
| Nonexpendable Equipment |  |
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# ATTACHMENT U: INVESTMENT NONEXPENDABLE EQUIPMENT

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| --- | --- |
| **Item** | **Cost** |
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# ATTACHMENT V: INDEPENDENT PRICE DETERMINATION CERTIFICATE

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

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

Name of Food Service Management Company Name of School Food Authority

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:

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.

Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.

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

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

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

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

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

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

Signature of Food Service Management Company’s 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 above.**

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

Signature of School Food Authority’s Title Date

Authorized Representative

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

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**

# ATTACHMENT W: SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -

**Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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 next page.)**

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.

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

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

Organization Name PR/Award Number or Project Name

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

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

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

Signatures Date

# INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”*,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, w*ithout modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# ATTACHMENT “X”: LOBBYING CERTIFICATION

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

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

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

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

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Name/Address of Organization

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Name/Title of Submitting Official

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

Signature Date

# ATTACHMENT Y: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM –LLL **APPROVED BY OMB**

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

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

**(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

|  |  |  |
| --- | --- | --- |
| 1. **Type of Federal Action**

□ A. Contract□ B. Grant□ C. Cooperative Agreement□ D. Loan□ E. Loan Guarantee□ F. Loan Insurance | 1. **Status of Federal Action**

□ A. Bid/Offer/Application□ B. Initial Award□ C. Post Award | 1. **Report Type**

□ A. Initial Filing□ B. Material Change **For Material Change Only:** Year: \_\_\_\_\_\_\_\_ Quarter: \_\_\_\_\_\_\_ Date of Last Report: \_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**

□Prime □SubawardeeTier, if known \_\_\_\_\_\_\_\_ Congressional District, if known: \_\_\_\_\_\_\_\_\_ | 1. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known: \_\_\_\_\_\_\_\_\_ |
| 1. **Federal Department/Agency:**
 | 1. **Federal Program Name/Description:**

CFDA Number, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Federal Action Number:** *(if known*)
 | 1. **Award Amount:** *(if known***)**
 |
| 1. a. **Name and Address of Lobbying Entity:** *(if individual, last name, first name, MI)*
 | 10. b. **Individual Performing Services:** *(including address if different from No. 10 a) (Last name, first name, MI)* |
| 1. **Amount of Payment:** *(check all that apply)*

 **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Actual □ Planned □  | 1. **Type of Payment**: *(check all that apply)*

□ A. Retainer □ B. One-Time Fee □ C. Commission □ D. Contingency Fee □ E. Deferred □ F. Other: *(specify)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Form of payment:** *(check all that apply)*

□ A. Cash Nature\_\_\_\_\_\_\_\_\_\_\_\_□ B. In-kind (specify) Value\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.

(Attach Continuation Sheets if necessary) |
| 1. **Continuation Sheets Attached:** Yes □ No □
 |
| 1. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The 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. The 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 no less than $10,000 and no more than $100,000 for each such failure.
 | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Federal Use Only Authorized for Local Reproduction |

# INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item1). 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
11. 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).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. 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.
14. Check the appropriate box. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the 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.
16. Check whether Continuation Sheets are enclosed.
17. 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.

1. List grade groups that have access to meal service [↑](#footnote-ref-1)
2. Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated. [↑](#footnote-ref-2)
3. SFA must declare if FSMC needs to provide vending and concessions at any given site. [↑](#footnote-ref-3)