



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF EDUCATION  
333 MARKET STREET  
HARRISBURG, PA 17126-0333  
[www.education.pa.gov](http://www.education.pa.gov)

**Food Service Management Company (FSMC)  
Request for Proposal (RFP) and COST REIMBURSABLE Contract**

July 1, 2023 to June 30, 2024

Any School Food Authority (SFA) selecting to use a full-service FSMC must prepare a RFP utilizing this document which may not be re-typed or changed in any way. Addendums to the original or renewal year contract are not permitted. Should the SFA and FSMC enter into any addendum, the Division of Food and Nutrition (DFN) will not review the addendum and the language in this document prevails as binding. The standard form contract has open fields where additions can be made on the contract, itself, in lieu of attaching an addendum.

Agreement Page

The Pennsylvania Department of Education (PDE) provides this contract as a service to sponsors, therefore; PDE shall not be named as a party to this contract. The School Food Authority, hereafter referred to as the SFA, is the responsible authority, without recourse to PDE and the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this contract. This includes, but is not limited to, disputes, claims, protests of award or source evaluation.

The FSMC certifies that they shall operate in accordance with all applicable State and Federal regulations.

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

This contract shall be in effect for one year starting **July 1, 2023** through **June 30, 2024** and may be renewed by mutual agreement for up to four additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representative on the date signed.

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SFA

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FSMC

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SFA Authorized Representative Signature

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FSMC Authorized Representative Signature

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Printed Name of SFA Authorized Representative

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Printed Name of FSMC Authorized Representative

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SFA Authorized Representative Title

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FSMC Authorized Representative Title

## General Information

### A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the SFA and the FSMC.

### B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with Title 2 CFR §200.318-§200.327.
2. This contract will be a Cost-Reimbursable contract whereas the FSMC will be paid on the basis of the direct costs (food, labor, and supplies) incurred plus fixed fees (administrative and management fees). Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.
3. The value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.
4. The SFA must determine the existence of the proper pass-through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the Pennsylvania Department of Agriculture (PDA), and on USDA commodity prices pertinent to the time period and shall be in the meal cost that is included in the bidder's proposal.

### C. Pre-Bid Meeting, Bid Submission and Award

#### 1. Pre-Bid Meeting

- a. A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held at

See the timeline, Section D, below for date and time. Attendance is required.

- b. FSMC may bring no more than
- c. Pictures

#### 2. Bid Submission and Award

- a. Proposals are to be submitted to:

Proposals are due before the start of the Public Opening. See the timeline, Section D, below for the date and time of the Public Opening. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

- b. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals in accordance with Title 2 CFR §200.319(c).
- c. The SFA is prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

- d. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
- e. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. DFN will not review or approve any additional forms added to this contract. Any additional forms added to this contract will not be binding.
- f. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- g. The FSMC or authorized representative are expected to be fully informed of all conditions, requirements, and specifications before submitting bids; failure to do so will be at the FSMC's risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to PDE Division of Food and Nutrition's (DFN) final approval of the contract, as dated on page 1 and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (non-profit school food service account) is prohibited until the contract is signed by both parties and final approval is provided by DFN. DFN approval must be initialed on each page of the contract prior to both parties signing of the contract.
- h. If additional information is required, please contact:

D. Timeline

	Scheduled Date & Time	Postponed Date & Time <sup>1</sup>
Pre-Bid Meeting		
Last Date for Questions from FSMC		
SFA provides Answers to FSMC Questions by		
Public Bid Opening <sup>2</sup>		

<sup>1</sup> **Postponed date is for any weather related or other postponements from the original scheduled date.**

<sup>2</sup> **Public bid opening must be at least two weeks after the Pre-Bid meeting or the date the SFA provides answers to FSMC questions, whichever date is later. Take into account the postponed Pre-Bid Meeting date when setting the original public bid opening date.**

## E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. Select one of the following scoring methods:

**One-Step Scoring Method:** The relative value assigned to each criterion must be specified and “Cost” must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other factors). Once the criterion has been evaluated and ranked, the SFA may negotiate with any bidder receiving an average of **the percentage indicated below** or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements. i.e. the scope cannot change). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Percentage required for negotiation:

Total points possible:

- Two-Step Scoring Method:** Technical proposals are evaluated and ranked using the value assigned to each criterion before cost is considered. The SFA may negotiate with any bidder receiving an average of the percentage indicated below or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements. i.e. the scope cannot change). At the conclusion of the negotiation the SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Percentage required for negotiation:

Total points possible:

## F. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. Pursuant to Title 2 CFR §200.318(k), SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must attach their bid protest procedures to this RFP. SFAs must, in all instances, disclose all information regarding a protest to DFN.

#### G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for at least five percent (5%) of the total bid price (Total FSMC Costs) in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

#### H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

#### I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about **July 1, 2023**, and ending **June 30, 2024**, with up to four one-year renewals with mutual agreement between the SFA and the FSMC.

This contract cannot be effective prior to the date of final approval by DFN, as dated on page 1, and signed by both parties.

#### J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

#### K. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

#### L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

#### M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs nor potential FSMCs. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

#### N. Disqualified Bids

1. Non-Responsive Bids – Any FSMC that submits an incomplete proposal that fails to meet the specifications of this RFP shall not be considered in the scoring process. The FSMC may be considered non-responsive and the proposal may not be accepted. Any FSMC that submits a proposal for items or activities not requested by the SFA as specified in the RFP shall not be considered in the scoring process. In such instances, the FSMC also may be considered non-responsive and the proposal may not be accepted.
2. Late Bids – The SFA will not consider any bid received after the exact time specified for receipt.

O. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- Food: limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- Labor: limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.
- Miscellaneous Expenses: paper supplies, equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. All expenses must be allowable and directly allocable to the food service operation.

Q. Additional Information

1. This proposal and contract are based on the SFA's 21-day menu. Please check a box below indicating whether or not additional proposals/worksheets will be considered. (Choose one)

No

Yes, the SFA will consider alternate menus when submitted with the proposal along with the Attachment CR3, Projected Operating Costs (POC), that demonstrate the cost associated with implementation of the alternate menu. The FSMC must also submit an Attachment CR3, POC, on the original menu.

2. Indicate whether or not the SFA provides meals to other sponsors and, if so, list the name of the sponsors to which the SFA provides meals. (Choose one)

No

Yes, the SFA provides/sells meals to other sponsors.

List Name of Other Sponsors:

\*No FSMC employees are allowed to be onsite at these above-listed sponsors.

\*\**Signed Sponsor to Sponsor Agreements* must be in place each year for each sponsor listed above. It is the purchasing sponsor's responsibility to submit to PDE.

3. Indicate the number of proposals to be submitted by the FSMC

paper copies

electronic copies

4. The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. PDE cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in CN programs. The SFA should consult with legal counsel in making those determinations. However, PDE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

If the services of the FSMC are to begin after the start of the school year and the beginning contract term date is later than July 1 (i.e. January 1), enter the beginning contract term date under this section and include that date in the advertisement and solicitation. It must also be addressed at the walk-through. The ending contract term date will always be June 30.

Do not repeat any items/specifications outlined under General Information (A-P) or the Standard Terms & Conditions (1-29).

Section Q –

This information is based on the district operating at full capacity under the National School Breakfast/Lunch Program. Appropriate adjustments will be mutually agreed upon if changes to this information are necessary due to circumstances beyond our control.

**MENU RELATED INFORMATION: Standard Terms and Conditions, #13 - Use of Advisory Group/Menus, Letter B**

The menus and a la carte pricing information (including portion size and price) contained in this document substantially represent the minimum requirements for Food Services in the Wallingford Swarthmore School District during the 2023-2024 year. In writing, the FSMC and the SFA can mutually agree upon changes to offerings, portion sizes and prices charged for any items during the course of this contract.

The District expects all food to be prepared fresh and presented to the students and staff in a manner, which will make the freshness and quality of the food served apparent to all program participants. Food is to be prepared fresh for each lunch period to maximize customer satisfaction.

District is very interested in operating a school lunch program that stresses lower fat foods, fiber rich grains and fresh fruits and vegetables, offering well prepared and well presented selections that will entice both students and adults to make healthier choices.

All salads (side salads and salad plates) should consist of dark green leafy vegetables and at least two other vegetables, and at least 1 vegan option, varied over the course of the week.

Side salads should be served without dressing or dressed just prior to each lunch line. A variety of salad dressings, including low fat and vegan options, are to be offered daily at all sites.

Five different fresh fruits and vegetables should be varied over the course of each week. All items should be properly washed and wrapped as required by local health department requirements.

Pasta **MUST** be offered **with and without sauce** to maximize customer appeal.

Preparation and presentation of food should be consistent at all schools.

Any programs implemented in the District by the FSMC are to be evaluated by the FSMC and the SFA after 15 days. If the program(s) prove unsuccessful, the SFA and FSMC can renegotiate the merits said program in the operation of the District's School Lunch Program.

The FSMC shall:

1. Offer more whole grain options as sides – such as bulgur wheat, whole wheat couscous, quinoa, barley (these are the more popular among kids)
2. Offer more beans as part of side dishes (increases fiber)
3. Reformulate recipes to prevent excessive use of butter, fats, salts and sugars in the cooking and preparation of menu items.
4. Prepare food in batches as close to service time as possible. Newly prepared batches of food shall not be mixed with older batches.
5. Use standardized recipes in all schools throughout the District to insure consistency and quality of menu items. All recipes should be on file in each kitchen and should indicate all ingredients and portion size required insuring that all children receive the proper grade level portions of each meal component.
6. Insure that sufficient food is prepared at all sites to insure that the last child has the same menued meal options as the first student in line.
7. Attractively label all pre-packaged sandwiches and salad platters with major ingredients and price (as appropriate).
8. Provide no less than medium weight utensils but have heavier weight utensils available at all schools if requested.

9. Provide educational, holiday recognition, monotony breakers or spirit-lifter programs to enhance participation in the food service program at least once per month. **FSMC is to submit with their bid a listing of the programs planned for the year.**
10. Prepare monthly menus that include full detail of each of the daily offerings at each school to provide community with all of the available lunch options.
11. Post monthly menus outside of serving lines so customers can make their menu choice before getting in line.
12. Provide to the SFA menus for all schools for their review a minimum of 10 days before each new month. Approved menus are to be submitted to the SFA for posting at least 5 days before the start of the new month.
13. Provide in proposal a full description of the monthly nutrition awareness and nutrition education programs the FSMC offers in each elementary, middle and high school. **Bidder must include a schedule of dates for the monthly nutrition education activities they will conduct each year during the term of the contract and is to also include actual educational materials that they will introduce to students in the cafeteria and in the classroom.** FSMC's nutrition education promotions should encourage children to understand why they should eat foods that are high in fiber and contain vitamins and minerals essential for good health. Monthly nutrition education efforts should stress and offer the food items that should be in children's diets and to include detailed listings of the foods that contain those items.
14. Introduce new food items as well as fresh fruits and vegetables via taste tests and samplings. Suggestions include
  - a. The use of fun food garnishes - food cut up as flowers, food that makes smiley faces, foods cut to look like animals.
  - b. International menus focusing on how a featured food item is used in different parts of the world
15. Offer a full assortment of vegetarian and vegan items at all sites on a daily basis, including a choice of entrees, sandwiches, salads and dressings.
16. Be responsible for the proper transportation of all product and food between buildings. The FSMC is responsible for the purchase, use, maintenance and replacement of necessary transport equipment.
17. Offer only reduced sugar cereals.

### **Elementary Schools**

1. Oranges **must** be cut in sections by the FSMC staff to make them easier for children to eat and enjoy. Other fresh fruits should be sliced/sectioned as well.
2. Only Smart Snack compliant snack offerings may be offered daily.
3. It is suggested that a special weekly menu be distributed to the elementary school faculty and staff as a means to increase adult participation.

### **Middle Schools/High Schools**

1. The Deli/Salad Station (in addition to alternative menu) is to offer sandwiches and salads made-to-order with cold protein salads (all white meat tuna and chicken and turkey salads) and/or fresh roasted meats. Preference would eventually be for all natural products.
2. In addition to the Daily Menu Pattern prepared salad lunch, a self-serve salad bar is to be offered daily as permitted by the local health department at these locations with the following requirements:
  - Fresh green salad, to include at least TWO types of greens.
  - Rotating variety of at least two (2) PROTEIN selections i. e. cheese or mixed salads (egg, chicken and turkey), grilled chicken, hummus, etc. and at least one bean or bean salad selection.
  - A rotating variety of VEGETABLE choices (in addition to the fresh green salad described above) to include at least (six) 6 selections from the following:

carrots, cucumbers, peppers, celery, tomatoes, cole slaw, potato salad, corn, peas, broccoli, cauliflower, spinach, purple onions, mushrooms, radishes, rice salads, pasta salads, macaroni salad, marinated vegetable salad, roasted vegetables, etc.

- Three salad dressings, with at least one low-fat choice and one vegan choice, available at all times. All dressings are to be clearly labeled.
  - A rotating variety of FRUIT choices to include at least two (2) items from the following selections - fresh fruit such as pineapple, apples, pears, melons, kiwi, grapes, berries, canned fruit, prunes, apple sauce, baked fruit crisps and cobblers.
3. French fries, that meet the HHFK Act regulations, may be offered no more than three days a week.
  4. Oranges **must** be cut in sections by the FSMC staff. Other fresh fruits should be sliced/sectioned as well where possible.
  5. Smart Snack compliant snack offerings may be offered daily

### **Menu & Menu Planning Systems**

The FSMC is required to be able to perform on-site nutritional analysis of all menu items and menus. The FSMC must provide, and have available for distribution within 24 hours, a nutrient analysis of all foods and food items used in the school lunch and school breakfast programs.

Each month, the SFA may request a nutrient analysis of the weekly menu for a specific school as a way of monitoring the FSMC's compliance with the HHFKA rules, regulations and updates.

### **Labels & Nutritional Integrity**

The FSMC is to provide the labels for each prepared food item they purchase or process along with recipes for all food items prepared on premises from scratch ingredients, to include main dishes, salad dressings, sauces, soup bases and soups. Recipes should be grade specific. A binder containing all of these items is to be placed in the Nurse's Office in each school building no later than September 15 of the first year of contract/operation, updating the binders for each school as changes occur.

FSMC staff is to be informed of the importance of following these recipes to insure the nutritional integrity and nutritional value assigned to each food item in the required nutritional analysis discussed under the Menu Planning section.

### **Promotions**

The SFA requires the FSMC to promote National School Lunch Week and National School Breakfast Week. Further, the FSMC is to hold monthly tastings of fruits, vegetables and grains to promote healthy eating and exercise in their monthly menus and promotional materials. FSMC should present an on-going nutrition education program that encourages students in all grades to make healthy food choices.

### **Wellness Policy and District Commitment: Standard Terms and Conditions, Scope and Program, Section #1, Letter N**

The Wallingford Swarthmore School District expects the FSMC to become an active participant in its Wellness initiatives and meetings.

### **Donated Government Commodities: Standard Terms and Conditions, Section #4 and #6 - USDA Donated Foods**

The FSMC is to clearly mark all cases of donated government commodities received by them with the month and year they were received, observing first in - first out inventory rotation.

The FSMC is only to order and/or divert donated foods that comply with the SFA's and Wellness Policy and Regulations.

Government donated or purchased food and supplies, purchased or obtained for use in the Wallingford Swarthmore School District School Lunch Program, shall NOT be removed from district premises without the express **written** permission of the District. This policy also applies to leftover foods.

The FSMC is required to submit legible copies of all communications, invoices, etc. received by FSMC from Pennsylvania State and/or federal agencies regarding SFA's donated government commodities, warehousing charges, processing fees, etc. within one (1) day of receipt of such information.

The FSMC must obtain written approval for any and all government donated commodities to be ordered and diverted in this and future years of this contract.

**IMPORTANT PURCHASING NOTICE**

SFA is to be notified of any products other than those grown and processed in the USA or Canada PRIOR to them being sold/offered in the Wallingford Swarthmore School District. It is at the sole discretion of the SFA to allow or disallow products to be used in the Wallingford Swarthmore School District.

**DAILY "MENU PATTERN MEAL" SERVICE**

**ELEMENTARY SCHOOLS, GRADES K-5**

Two hot entrees, pre-plated salad .....

Plus A minimum of one pre-made sandwiches offered on a variety of breads, buns, rolls and wraps.

Plus Choice of tossed side salad DAILY and at least one additional daily vegetable selected from: cooked vegetable, fresh vegetable sticks w/ low fat dip or homemade vegetable soup to supplement proposed menu choices.

Plus Three choices of fruit each day, one of which is fresh - choice of fresh fruit, fruit juice **and** canned fruit - to be varied over the course of the week. Fresh fruit (varied throughout the year) to be selected from assorted melons, seedless grapes, kiwi, bananas, oranges, plums, peaches, varieties of apples, pears, etc., varied over the week. Canned fruit (in light syrup if purchased), fruit crisps, dried fruit, **4 oz full strength fruit juice**, frozen ice juice dessert made from pure fruit juice can also be offered.

Plus A choice of 1% white milk or fat free white and 1% flavored milk.

**\*Salad Plate Lunch** - consisting of **all** meal components, including vegan options, shall also be offered on a daily basis. Salad plate lunches may be prepackaged but should follow proposed menu. Additional varieties may be offered over the course of the week (chicken Caesar salad, chef salad, mozzarella and tomato salad, crudités platter with cheese/protein and raw vegetables such as celery, carrots, cucumbers, peppers, broccoli, and grape tomatoes, and low-fat dip, etc.). All components must be available but they do not have to be offered in one pre-wrapped package.

Friday Pizza can be varied between purchased products and French bread pizza, pizza bagels, pizza made from fresh crusts, etc. The offering a variety of pizza types is encouraged if it increases student participation.

**MIDDLE SCHOOLS GRADES 6-8 /HIGH SCHOOLS GRADES 9-12**

**Hot line, Grill Station, Pasta Station, Deli Station, Salad Station plus.....**

**Plus** One daily homemade soups, including one vegetarian option. Soup can be prepackaged for faster service.

**Plus Deli** - Two daily selection of pre-made cold cut and mixed salad (tuna, egg, chicken, turkey, etc.) sandwiches to be offered on a variety of fiber rich bread products or grains. See additional requirements below. This is in addition to the menued Deli Station Special. Three-bread Peanut Butter & Jelly or Fruit Spread sandwiches may be one of those offered.

**Plus Salads** - consisting of **all** meal components, **both pre-made and self-serve** shall also be offered on a daily basis in accordance with local health department regulations. Pre-made salad plate lunches should follow those listed in the Alternative Menu. Additional selections may be prepackaged but should be varied over the course of the week (chicken Caesar salad, chef salad, mozzarella and tomato salad, crudité platter with cheese/protein and raw vegetables such as celery, carrots, cucumbers, peppers, broccoli, and grape tomatoes, and appropriate dips and dressings, etc.).

**Plus Pizza** – two whole grain selections, in addition to the menued daily selection, may be offered daily. Currently, District holds a whole grain exemption, but prefers the use of whole grains.

**Plus** Fruit choices to include **TWO** different daily **fresh fruits** (varied throughout the year, to include assorted melons, apples seedless grapes, kiwi, bananas, plums, peaches, varieties of, varieties of pears, etc., rotated over the course of the week), **PLUS canned/jarred fruit** (in light syrup if purchased), dried fruit, fruit crisps, fruit cobblers, **PLUS** full strength **fruit juice (4 ounce) or frozen ice juice** dessert made from pure fruit juice.

**Plus** A choice of 1% white milk or fat free white and 1% flavored milk.

Rotating Food Bars or Theme Meals are to be offered each week, varied over the month and year.

Recipes will clearly specify portion sizes to meet grade level nutritional requirements.

**Portion Sizes for the Menu Pattern Meal:**

<b>Item</b>	<b>Portion Size</b>
Chicken Nuggets, Popcorn Chicken, Chicken Tenders – CN label, white meat	2.0 oz. e. q. Elementary, 2.5 oz. e. q. MS 3.0 oz. e.q. HS
Chicken breast, fresh grilled & other preparations made from fresh product, whenever possible. Purchased whole muscle, pre-prepped chicken is also acceptable	Minimum 2.0 oz. e. q. Elementary, 2.5 oz. e. q. MS 3.0 oz. e. q. HS
Tacos	2.0 oz. e. q. Elementary 2.5 oz. e. q. MS 3.0 oz. e. q. HS, PLUS CHEESE
Hot Dog, 8 per lb	2.0 oz e.q.
Hamburger, NOT pre-cooked-Must be of high quality	5/lb elementary, ¼ lb secondary
Grilled Cheese Sandwich	2 oz e. q. cheese Elementary, 2.5 oz. e. q. MS & HS
Meat Sauce	2.0 oz. e. q. Elementary, 2.5 oz. e. q. MS 3 oz. e. q. HS
Pizza, 100% cheese	Min 2 oz protein e. q., all grades
French Bread Pizza	5-6” club/hero roll or equal, 1/4 cup sauce and 2 ounces “100%” cheese or meat/meat alternative
Baked Macaroni & Cheese	MINIMUM 6 oz. elementary, 10 oz. MS & HS
Pasta portion	MINIMUM 6 oz. elementary, 8 oz. MS & HS

Meatballs, w/ pasta or on sandwich	2.5 oz. e. q. cooked Elementary 3.0 oz. e.q.MS & HS
Turkey, Chicken, Roast Beef, Ham Cold Cuts	2.5 oz. + cheese e. q. Elementary 3 oz. + cheese e. q. MS & HS
Mixed Salad Sandwiches – includes egg salad, white meat tuna salad, chicken or turkey salad	2.5 oz e.q. Elementary, 3 oz. e.q.MS & HS

**DAILY Deli Stations at the middle schools and high schools, both menued and daily option sandwiches, are to be offered as a lunch with the other required meal components – meat/meat alternate, bread/grain, fruit, vegetable and choice of milk.**

1. All sandwiches are to be made with a 3.0 oz. e. q. portion of meat/meat alternate or other protein (i. e. beans, etc.).
2. Fresh roasted turkey is to be offered frequently. Jennie-O Oven Roasted Turkey Breast is also acceptable.
3. Ham is to be a low sodium product approved through taste tests conducted in conjunction with the SFA.
4. All cold cuts are to be thinly sliced (shaved).
5. Toppings of lettuce, tomato, onions, pickles and cheese are to be offered at no extra charge.
6. Two thin slices of cheese (American, mozzarella, provolone, Swiss, etc.), totaling between 1/2 and 1 ounce, are to be offered with every sandwich as an option.
7. Sandwiches are to be served on a variety of breads (rye, whole grain, etc.), pita breads, soft tacos, Kaiser rolls, bagels, wraps, gluten free option, etc., all to be offered at the same price.

#### **PROCUREMENT SPECIFICATIONS**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and S.BP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. These provisions now apply to all funds in the food service account and not just to federal reimbursement.

Wherever possible, and within the guidelines stated in the previous paragraphs, the FSMC shall purchase foods which are labeled with a CN label by the manufacturer. In all other cases, the following grades, purchase units, style, weight, ingredients, formulation, etc., are designated as minimum standards and shall be complied with by the Food Service Management Company:

Dairy Products	U. S. Grade A
Butter	USDA 92 Score
Cheese	USDA Grade A
Bread	Emphasis on whole grain breads and pastas
Baked Products	Quality level commensurate with USDA breakfast/lunch requirements.

Meat	USDA Inspected Grade A Choice
Fish	US Government Inspected
Pork	US No. 1 or 2
Poultry	USDA Inspected Grade A
Eggs, Fresh	USDA Grade AA
Frozen Eggs	USDA Inspected
Frozen Fruits/Vegetables	USDA Grade A Choice or better
Canned Fruits	USDA Grade A Fancy, packed in juice or water
Canned Vegetables	USDA Grade A Choice or Fancy
Fresh Fruit/Vegetables	USDA Fancy to USDA #1
Staple Groceries	Quality level commensurate with USDA standards

All processed foods would contain no more than the minimum of sodium, fat, sugar and/or other additives than are absolutely necessary for food preservation and palatability. Additives to avoid are listed below:

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1. Those not on the USDA GRAS list
2. Sodium bisulfate
3. Sodium nitrate
4. Sodium benzoate
5. BHA & BHT
6. L-Cystine
7. Disodium dihydrogen – sodium EDTA

In no event shall more than 30% of the calories in any meal come from total fat and in no event shall more than 10% of the calories in any meal come from saturated fats.

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### **Food and Beverage Procurement Specifications,**

The FSMC is to note the following:

1. Continue to decrease the use of processed foods, using more “from scratch” preparations.
2. Use turkey products in lieu of pork products such as bacon and sausage, when applicable
3. Offer turkey burgers and (CN labeled) veggie burgers in addition to beef burgers.
4. Rotate turkey taco, turkey chili and other entrée items in lieu of higher fat content beef offerings.
5. Except where specifically listed in this bid specification, eliminate all use of products that contain Trans fats, hydrogenated and partially hydrogenated oils, MSG, high fructose corn syrup, artificial sweeteners, artificial colors and artificial flavors to the maximum extent possible.
6. Significantly expand variety of fresh fruits and vegetables that are to be offered every day.
7. The FSMC is encouraged to source fresh fruits and vegetables from local farmers. Local being defined as within 150 miles.
8. Fresh fruits and vegetables must be delivered at least twice per week.
9. All fruit cups are to be 1/2 cup full equivalent using 5 oz. containers.

10. Apples and pears are to be 138 count or larger at the elementary schools, 113 count at the MS and HS. Oranges to be minimum 113 count and sectioned at all sites. Watermelon to be sliced 3/4" thick.
11. Except for nutrient rich donated government commodity items, all vegetable sticks are preferred to be fresh cut.
12. All bagels are to be freshly baked and delivered fresh daily. All rolls, French breads and Italian breads are to be fresh baked and delivered daily as needed for the menu. FSMC must submit samples and receive written approval from the SFA to serve any bread items that are not delivered fresh daily.
13. All hamburger meat/beef is to be freshly ground or frozen fresh ground meat/beef. *For any other hamburger/beef products, the FSMC is to provide samples and receive written approval for any hamburger/beef items to be sold in the SFA's school lunch program.*
14. The FSMC is required to offer ONLY whole muscle chicken products (nuggets, tenders, etc.) in secondary Wallingford Swarthmore School District schools.
15. Fresh brewed caffeinated and decaffeinated coffee and tea can only be sold to students at the High School level.
16. All milk and chicken products are to be hormone free.
17. All menu items, "a la Carte food", beverages and snack items sold should be fresh and/or minimally processed.
18. All menu items, entrees, bread/grains, fruits and vegetables and a la carte items not specifically listed in this bid specification are be subject to SFA approval.
19. It is the responsibility of the FSMC to insure that all breakfast and lunch meals offered and served comply with the HHFKA regulations as it exists at time of serving.
20. The successful FSMC is to purchase all processed donated commodities, processed in the name of the Wallingford Swarthmore School District from the prior FSMC. Said commodities must be within date and in good condition.

<p><b>Food Safety Plan: Standard Terms and Conditions, Section #8 – Health Certifications</b></p>
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1. The Wallingford Swarthmore School District complies with all health and safety regulations as prescribed by the local health, fire and police agencies.
2. Upon award of the contract, the FSMC is required to provide the SFA with a complete copy of their HACCP program, modified for the Wallingford Swarthmore School District which the SFA will keep on file for review by all interested parties.
3. Food Safety Plan must be updated annually.
4. Food stored in refrigerators and freezers shall be wrapped air tight, marked with contents, quantity and date prepared.
5. All kitchen preparation and service equipment shall be maintained through use of cleaning schedule for daily, weekly, monthly and seasonal cleaning. FSMC must have formal sanitation and housekeeping systems and procedures and have on-site schedules for those sanitation and housekeeping systems in each school.
6. Cooks and food service staff are to be trained in the proper use and care of all equipment in their kitchen: steamer, kettle, convection oven, slicer, buffalo chopper, fryolator, dish machine, steam table, warming boxes, etc.
7. The FSMC must immediately notify the SFA, by phone and in writing, of any malfunction of refrigerators, freezers or other equipment owned by the SFA.

8. Upon award of the contract and before the opening of the school year, the FSMC is to provide the District with as copy of their complete sanitation schedule - an item by item list of equipment, tasks to be performed and schedule for cleaning each item, indicating the attention to detail provided by the FSMC in this area. The FSMC must also enforce their HACCP program in the district's schools.
9. Chefs and food service workers are required to attend and pass all County mandated training courses in Safety and Sanitation and to comply with all local and County Health Department regulations.
10. The food service management company should immediately correct any problems or deficiencies found as a result of periodic health inspections. Written documentation of the corrective action implemented must be provided to the Wallingford Swarthmore School District. The food service management company will incur a penalty of \$1,000 per occurrence, for each site that does not pass the Food Facility Inspection Report issued by the Pennsylvania Department of Agriculture and /or The Montgomery County Health Department. The food service management company will conduct monthly internal food and physical safety reviews at no cost to the Wallingford Swarthmore School District, and supply the District with copies of the monthly report/log.
11. Submit legible copies of Department of Health visitation reports within twenty-four (24) hours of receipt of such information. *Reports containing critical violations MUST immediately be brought to the attention of the SFA.*

<p><b>POS System/Cash Counting Procedures: Standard Terms and Conditions, Section #3 – Free and Reduced Price Meals Policy, Letter B</b></p>
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1. The Wallingford Swarthmore School District operates PrimeroEdge Software. The District is responsible for hardware and software maintenance, network support and equipment replacement.
2. Prepayment monies are NOT to be reported as revenue on FSMC Operating Statement until the prepaid meals are served or a la carte purchases are made.
3. SFA mandated cash-handling procedures require that two people verify the daily deposit at each location.
4. The FSMC is required to maintain Daily Cashier Logs of shortages and overages for each cashier in the District. The FSMC is required to submit these forms to the SFA each month along with all other required paperwork.
5. If a school has more than one cash register or POS terminal, individual and combined cashier register reports for each school must be maintained and submitted as part of the FSMC's monthly accounting to the SFA.
6. All deposit slips are to be prepared each day and clearly labeled with the DATE OF CASH COLLECTION, NAME OF THE SCHOOL and marked BREAKFAST, LUNCH, PREPAID, etc., as appropriate.
7. All monies (CASH FROM REGISTER terminals for meals, prepaid meals and a la carte sales) are to be deposited daily into the SFA's school lunch account by the FSMC.

8. The SFA requires the FSMC to submit monthly paperwork on forms as requested by the SFA, clearly showing all revenues and expense categories on a monthly and cumulative year-to-date basis.
9. SFA auditors requires that:
  - a. District personnel make spot check cash audits a number of times throughout the school year.  
If applicable, the FSMC maintains register tapes in a neat and orderly fashion to allow for ease of auditing.

<b>Staffing Requirements: Standard Terms and Conditions, Section #11- Employees</b>
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The FSMC will employ staff for the following positions:

**Food Service Director (FSD):**

1. Employed on a daily, year round basis at the Wallingford Swarthmore School District.
2. Supervise the operation and not function as a Food Service Worker.
3. Must possess strong interpersonal skills, good communication and team building skills in addition to the required food-related skills to be able to communicate effectively with students, staff, parents and administrators. In compliance with "Professional Standards", candidates should have a college degree, several years of management experience in multi-unit school or other food service operations, HACCP and local Board of Health certification, experience in all aspects of food service management such as menu planning, ordering, accountability, food handling, food production, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a quality food service operation.
4. A strong working knowledge of Windows operating systems, Microsoft Excel, Word, Publisher (or similar software) is required as well as actual experience training and working with point-of-service (POS) systems in a public school environment.
5. Required to frequently visit and observe pre- service, service and post service at each location at least 1 time per month.
6. Must meet with each building principal at least twice per year and submit a written report to the SFA.
7. Must have their own on-premises copy of the FSMC's complete bid proposal document, be fully familiar with its contents and be prepared to comply with all bid requirements.
8. Meet or exceed all Federal/State/Local required Professional Standards
9. Perform other duties or responsibilities as required.
10. Responsible for classroom and cafeteria nutrition education.
11. Responsible for creating menus for students with allergies and disabilities.
12. Will meet with vendors to ascertain acceptable product for allergy students.
13. Will work in conjunction with students, parents and school nurses to meet and explain special food needs of students with allergies.
14. Will meet with school nurses and provide all necessary/requested information about student food needs for students with allergies, and follow up with appropriate cautions.
15. Will update all nutritional information on website, recipe books and student programs upon knowledge.
16. Food Service Director will work no more than 8 hours a day, unless preapproved by SFA.
17. Food Service Director will provide Wallingford Swarthmore School District with appropriate resources for their food service website to promote the meal programs.
18. Perform other duties or responsibilities as required

**Administrative Assistant: (One full-time 10 month)**

1. Employed on a daily basis for 46 weeks at the Wallingford Swarthmore School District.
2. Supervised by the FSD and not function as a Food Service Worker
3. Administrative and Organizational experience required

4. Ability to use multiple software systems to implement, maintain and review programs. Proficiency in Microsoft Word, Excel, Access and PowerPoint software, and familiarity with Skyward
5. Knowledge of Federal and State regulations governing child nutrition programs, such as free and reduced price meals, USDA donated food usage, and competitive food sales
6. Knowledge of the principles and practices used in ordering, receiving, and storing food in large quantities
7. Strong Public relation skills and ability to properly represent food service department to parents and general public
8. Perform other duties or responsibilities as required.

**Qualified Chef (1)/Catering Manager:**

1. Employed on a daily basis two weeks prior to the start of school until up to one week after the close of school at the Wallingford Swarthmore School District.
2. Supervise their respective high school kitchens, work with all other SFA kitchens and not to function as regular Food Service Workers, but chefs.
3. To be supervised by the FSD.
4. Must possess strong interpersonal skills, good communication and team building skills in addition to the required food-related skills to be able to communicate effectively with students, staff, parents and administrators. Candidates should have several years of culinary and management experience in multi-unit school or other food service operations, HACCP and local Board of Health certification, experience in menu planning, ordering, accountability, food handling, food production, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a quality food service operation.
5. Possess culinary and knife skills, with the ability to train and develop the skills in food service staff.
6. Observe pre-service, service and post service at each location at least a minimum of 2 times per year.
7. Should review all standardized recipes for grade level compliance and accuracy.
8. Should attend each school's Parent/Teacher meeting (once a year) to provide food product samples and address questions.
9. Expected to be available for catering functions as needed.
10. Ability to demonstrate food preparation to large groups.
11. Possess strong public communication skills oral and written.
12. Perform other duties or responsibilities as required.

The District reserves the right to interview and approve potential candidates and final selection of the FSD, Assistant FSD/Dietician, Administrative Assistant and Chefs.

The District reserves the right to request the removal of the FSD, Assistant FSD/Dietician, Administrative Assistant and Chefs should he/she fail to meet the expectations of the program detailed in this bid specification.

**Food Service Preparation Staff:**

Sufficient food service staff will be employed to provide a high quality food service program that complies with industry standard for meals/labor hour.

Food Service employees are required:

1. To wear approved uniforms, consisting of dresses, skirts or pants and blouses or shirts, aprons, hair restraints and name tags. Smocks may be worn during food preparation and service but not as a single uniform item over street clothes.
2. To wear hair restraints. Gloves are to be worn for the preparation and service of all foods as required by Health Department and professional standards.
3. Not to eat at the serving stations or while serving customers.
4. To refrain from smoking prior to arrival or on any school property. The odor of smoke will not be tolerated.

**Additional staffing requirements:**

1. The FSMC will employ only persons acceptable to the School District. The District should be notified immediately if any employees are transferred or discharged.
2. The FSMC is to take all steps necessary to minimize employee turnover, to provide relief personnel to cover for illness, personal, vacation or other absences and to promptly replace personnel who are terminated or otherwise leave the employ of the FSMC so that the high levels of food quality and customer service are not jeopardized.
3. In conjunction with the SFA, the FSMC shall establish a mutually acceptable time in line standard for all points of service.
4. The food service management company will maintain an adequate substitute staff listing to ensure continuous food service operations.
5. NOTE: Ongoing short-staffing is detrimental to the success of the Wallingford Swarthmore School District school lunch program. To emphasize the severity of the problem and its negative impact on participation, the FSMC may be subjected to a penalty of \$75 per person shortage, per day, per location, for each occurrence of short-staffing. The SFA shall inform the FSMC of their intention to apply the penalties and will deduct the appropriate amount of penalty from the FSMC's monthly billing invoice.
6. The District should be informed of visits, and the purpose of such visits, from FSMC management above the level of the on-site Food Service Director. Written visit reports and checklists should be forwarded to the District within two weeks of each visitation. District should be informed of such visits prior to the date of the visitation.
7. **Resumes should be provided in proposal for any current employees who would meet qualifications and placement for positions described herein.**

**Training Requirements – Standard Terms and Conditions, Section #11 – Employees, Letter F**

In accordance with “Professional Standards,” the FSMC shall provide **training** to all their food service staff for a minimum of **four** hours per employee PRIOR TO THE OPENING OF SCHOOL EACH YEAR and a minimum of **four** additional hours of ongoing training throughout each school year to reinforce employee knowledge and understanding of:

1. Food handling techniques and training of staff regarding proper kitchen procedures and at the cash register
2. Food safety, food handling, food preparation and presentation to insure that all food is flavorful, well prepared and well presented
3. Sanitation and HACCP protocols
4. Food allergies
5. Customer service to insure courteous and prompt service at all times
6. Teaching them the importance of employee sensitivity to children at all grade levels
7. Operation of the Point-of Service system, to train/retrain all cashiers and substitute cashiers before the opening of school each year.
8. Plus any and all state or federally mandated training requirements.

**FSMC proposal is to include a listing, description and schedule of the ANNUAL AND ONGOING training and development programs to meet the above requirements.** All costs associated with FSMC training of hourly employees are to be included in the FSMC labor costs.

Signed attendance sheets will be forwarded to the SFA once training has occurred.

**District Specific Information –**

1. The Wallingford Swarthmore School District does not anticipate any significant changes (increase or decrease) in the student enrollment.
2. The Wallingford Swarthmore School District does not believe a student meal price increase is needed. The District believes its meal prices are adequate to support its food service program. However, if FSMC can indicate either a small price adjustment or scale back of FTE Chef or Administrative assistant for consideration if they can otherwise not make the proposal work profitably
3. The Wallingford Swarthmore School District assumes that the food service management company will manage operations so that at a minimum, revenues will exceed expenses by year end.
4. **The Wallingford Swarthmore School District requires a detailed Transition Plan to be included within your proposal.** The transition plan should contain as much detail as possible, including specific dates and the timeframe for the transition and roll-out of your food service management program. The complete food service program must be fully implemented by the start of July 15, 2023
5. The food service management company MUST agree to include the current industry standard number of full-time on-site employees listed above to manage/supervise the food service program. In addition, the SFA and FSMC must be presented a minimum of two candidates per position. Each candidate must have a minimum of three years' experience working in a National School Lunch Program. The SFA and the FSMC must interview and mutually agree in the selection of the on-site management team.
6. The food service management company, at its expense, shall perform background investigations and clearances as required by Pennsylvania and Federal law. Copies of the clearances MUST be provided to the Wallingford Swarthmore School District. In addition, all employees will have completed Act 126 training.
7. The food service management company MUST agree to provide copies of ALL invoices supporting the FSMC monthly invoice, including detailed food, labor and other costs. Payments will not be issued to the FSMC until satisfactory receipt and review of above items. Failure to meet this requirement will result in a \$75 per day penalty for noncompliance.
8. The food service management company MUST agree to provide an accounting of USDA donated foods on the monthly financial statements in a format approved by the Wallingford Swarthmore School District. The accounting must include at a minimum, the beginning and ending inventory, and commodities received and used. Failure to meet this requirement will result in a \$75 per day penalty for noncompliance.
9. SCHOOL BREAKFAST PROGRAM & NATIONAL SCHOOL LUNCH PROGRAM: The food service management company MUST agree to follow the 21-day menu cycle, exactly as provided in the request for proposal for the first 21 operating days. This menu is to be utilized as the type "A" breakfast and lunch meal selection at all elementary, middle, and high school cafeterias for the first 21 operating days. **In addition, the food service management companies are requested to provide a breakfast and lunch menu if one different from the initial 21 day menu is to be offered immediately following the proposal's mandated 21-day menu cycle.** Said menu must meet nutritional standards, level of food quality and variety as set forth in the RFP.
10. **The food service management company must include a sample copy of a monthly invoice/statement within the proposal.** Expenses must be detailed and all attributable rebates, discounts, and allowances must be disclosed. Donated food usage, inventory, and values will be a part of the monthly report.
11. The food service management company will provide the monthly invoice/statement no later than the 10th calendar day succeeding the month in which the services were rendered.
12. **The food service management company must include a sample catering menu along with proposed pricing information within the proposal.**

13. **The food service management company is required to include a detailed listing/break-out of all expenses included in the Other Direct and Other Expense categories within the proposal.**
14. The food service management company must provide any audit related documents to the Wallingford Swarthmore School District within (45) forty-five calendar days following fiscal-year end. Failure to comply with this requirement will result in a \$75 per day penalty for noncompliance.
15. The food service management company shall be financially responsible for any loss of funds resulting from theft or mishandling of deposits by their employees.
16. The food service management company shall present a written plan to promote sustainability and recycling at the start of each school year.
17. The food service management company will continue and expand the adult meal opportunities

**Additionally, the FSMC is required to:**

1. Comply with all District required recycling initiatives that may occur during the life of this contract.
2. To meet with Client each month and present a report that includes:
  - a. The important school lunch activities of the prior month, including the impact of any events/activities on increasing student and adult participation.
  - b. School lunch activities for the upcoming month.
  - c. Participation report by school and student eligibility by month and comparison to prior year.
3. To provide the SFA with monthly Profit & Loss accountability. Information provided must include all revenues and expenses by specific categories with easy-to-read monthly and year-to-date cumulative detail on forms acceptable to the SFA's Assistant Superintendent for Business or his/her representative.
4. **To provide in proposal a detailed plan for increasing ADP through improved quality and expanded menu offerings and methods of service at all schools.** Your proposed plan should include a discussion of the food service concept(s) to be offered at each site, suggested menus, equipment needs and proposed costs and staffing requirements. In order to support participation success, **please provide over all starting and ending ADPs.**
5. Actively participate and seek opportunities for Farm to School opportunities. Must be willing to use produce from the school gardens in the menu, label school grown items for promotion, and work with other groups as necessary to expand the Farm to School program.
6. Submit all applicable grants for equipment, Fresh Fruit and Vegetable Grant, participate in the Department of Defense Produce Program. etc.
7. Support sustainability in purchasing and operation.

**SNOW DAYS or WORK STOPPAGE:** If, in the event of "Snow Days" or "Work Stoppage" at the schools, it becomes necessary to cancel the serving of breakfast and/or lunch, the bidder will assume all responsibility. This is inclusive of a State or local school shut downs due to an act of God, pandemic, etc.

<b>EVALUATION OF PROPOSALS: General Information, Section E, Award Criteria</b>
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The following describes how each of the criterion in the One-Step Scoring Method will be evaluated:

1. Cost / Pricing (20 Points)

Proposal pricing will be evaluated in two ways. First, the average meal equivalent rate of all proposal submissions will be compared against that of the lowest average meal equivalent rate.

Second, each bidder's aggregate ancillary costs for administrative and management fees shall be listed as a per meal cost.

To Determine Average Meal Equivalent Rate (15 points awarded to lowest cost declining in value incrementally in ranking order):

$$\frac{\text{Total Cost}}{\text{Total Meal Equivalents}} = \text{Average Meal Equivalent Rate}$$

To Determine Aggregate Ancillary Cost (5 points awarded to lowest cost declining in value incrementally in ranking order):

$$\frac{\text{Administrative + Management Fee}}{\text{Total Cost}} = \text{Aggregate Ancillary Cost \%} = 5 \text{ points}$$

2. Corporate Experience & References (18 points)

The corporate experience of the bidder will be evaluated based upon documented experience on similar projects and engagements, including:

- A. The overall reputation of the bidder and business operations.
- B. The quality of the bidder's Food Service Management and other relevant services including ability to meet schedules, operate with a minimum of disruption, and adhere to a budget. The past relationship of the bidder with customers with particular emphasis on partnering, teamwork, communication, and cooperation.
- C. The bidder's experience in working on governmental, school or other educational facilities.
- D. The bidder's experience in operating food service programs of similar scope and size including the number of meal/meal equivalents served daily and specific programs operated.
- E. The bidder's over all starting and ending ADPs in current districts
- F. Points for corporate references will be awarded based upon an evaluation of the bidder's work for previous clients receiving similar services to those proposed by the bidder for this contract. Proposals must include a minimum of three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is: Name of individual or company services were provided for, Address of individual or company, Name of contact person, Telephone number of contact person, Type of services provided and dates services were provided, E-mail address.
- G. Additional references may be submitted but will not be considered for points. Points will be deducted for cancelled or non-renewed contracts. The bidder MUST disclose in its proposal ALL cancelled and non-renewed contracts pertaining to the USDA's Child Nutrition Programs within the past 5 years. *Failure to disclose this information in its entirety shall be grounds for rejection of the proposal.*

3. Service Capabilities (17 points)

- A. Goals & Specific recommendations for improving current operations to include estimated increases in student participation and any changes to personnel and equipment.
- B. Detailed transition plan indicating the activities, procedures, timetable, and support personnel involved in the implementation of services whose roles are clearly identified.
- C. The variety of additional menu offerings to be made available.

- D. Innovative offerings. For example, a smoothie bar at the High School would be an especially attractive offering.

A,B,C,D shall award up to 10 points

An up to 7-point bonus shall be awarded to the bidder whose proposal for staffing levels best meets the needs of the SFA. Lesser points may be awarded to runner ups. Staffing levels shall be evaluated using Meals Equivalents Per Labor Hour, as well as a comparison of wage rates and benefits costs to the current market and industry standard.

To Determine Meal Equivalents Per Labor Hour:

$$\frac{\text{Total Labor Hours}}{\text{Total Meal Equivalents}} = \text{Meal Equivalents Per Labor Hour}$$

4. Personnel Management (15 points)

Proposals shall be evaluated and a total of up to 15 points shall be awarded to bidders based on the following criteria:

- A. Project Organization Chart and Staffing Approach
- B. Position Descriptions and Resumes of Proposed Management Candidates

5. Accounting and Reporting Systems (10 points)

Proposals shall be evaluated and a total of up to 10 points shall be awarded to bidders based on the following criteria:

- A. Communication of vital information in management reports
- B. Consideration of reference information with respect to reporting

6. Promotion of the School Food Service Program (10 points)

- A. Bidder's philosophy regarding promotion (increasing awareness and participation) of the school food service program
- B. Bidder's plan for implementing this philosophy in schools including specific examples along with documentation of efforts and accomplishments regarding promotions at other schools

7. Involvement of Students, Staff and Patrons (5)

Bidder's plan regarding involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, and discussion of nutritional issues on an ongoing (3 times a year) basis.

8. Food Quality & Nutritional Content of Meal Offerings (5)

- A. Bidder's food quality standards above and beyond the minimum standards called for in the solicitation. Quality Assurance process in place.
- B. Farm to School Program - Bidder's plan regarding involvement in Farm to School program

B. Evaluation Process

The evaluation committee may consider the following options & steps:

- 1. Proposals deemed non-responsive or missing required documentation may be eliminated from further consideration.
- 2. The SFA may contact the bidder for clarification of any part of its response. Such clarification may be requested in writing.
- 3. The Evaluation Committee may use other sources of information to perform its evaluation.

Failure to include in proposal information as requested in Section Q may result in the rejection of proposal. This information includes the following:

- Transition Plan
- Sample of Monthly Invoice
- Sample Catering Menu
- Plan to Increase ADP
- Proposed Lunch and Breakfast Menu for after initial 21 days if applicable
- List of Educational Programs for the Year
- Schedule of Dates for Nutritional Activities
- List of Training with Topic and Dates

Wallingford Swarthmore School District will entertain alternative proposals on an individual basis. For Example, small adjustments to pricing and alternative staffing proportions will be considered, if the District believes that the changes are worthwhile. Alternative proposals should meet the RFP timeline. WSSD seeks the best partner to provide a high quality food and nutrition program for their students.

Wallingford Swarthmore School District reserves the right to operate on the best available National School Lunch and Breakfast Federal Program structure.

Wallingford Swarthmore School District reserves the right to remove any or all of their schools from the National School Breakfast/Lunch Program.

## Standard Terms and Conditions

### 1. Scope and Purpose

- A. The FSMC shall operate in conformance with the SFA's Policy Statement/Agreement with PDE.
- B. The SFA *currently operates* the programs indicated below with a checkmark:

National School Lunch Program (NSLP)	Child and Adult Care Food Program (CACFP)
Extended School Year	At-Risk Supper
School Breakfast Program (SBP)	Special Milk Program (SMP)
Afterschool Snack Program (ASP)	Vending
Summer Food Service Program (SFSP)	A la Carte
Seamless Summer Option (SSO)	Community Eligibility Provision (CEP)

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program and both parties must agree to the addition. The SFA also reserves the right to remove CN programs.

- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a resource to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
- E. The FSMC shall comply with the rules, regulations, policies, and instructions of PDE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
- F. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's non-profit school food service account. Any profit or guaranteed return shall remain in the SFA's non-profit school food service account. If there is a guaranteed return, it can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's non-profit school food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under Title 7 CFR §210.9(b)(2).
- G. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under Title 7 CFR §210.16(c).
- H. The SFA shall be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract. The SFA shall not relinquish any prohibited responsibilities to the FSMC.
- I. The SFA shall retain control of the CN program's food service account and overall financial responsibility for the CN programs.
- J. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) These prices shall not be established by the FSMC. However, the FSMC may provide recommendations.

- K. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries.
- L. Guarantee: The Projected Operating Costs (POC), Attachment CR3, supporting the guarantee must be submitted. The FSMCs guarantee (Breakeven, return, or loss) dollar amount is documented in section 7 of the POC. The estimated yearly income must support the stated guarantee. If the FSMC proposes a guaranteed return, loss, or breakeven, it must be **unlimited**. Guarantee options are listed below:
1. Guaranteed Loss: The FSMC guarantees that the SFA's invoiced Financial Obligation as stated on the POC shall exceed gross receipts for the current year by no more than stated and documented on Attachment CR3. The FSMC agrees to reimburse the SFA for the amount by which the SFAs actual deficit for the current year is greater than the Guaranteed Deficit for the current year.
  2. Guaranteed Breakeven: The FSMC guarantees the SFA's invoiced Financial Obligation as stated on the POC for the current year shall at a minimum, equal the SFA's documented gross receipts for the current year.
  3. Guaranteed Return: The FSMC guarantees that the documented gross receipts for the current year shall exceed the SFA's invoiced Financial Obligation as stated on the POC for the current year by at least the amount documented on Attachment CR3. The FSMC agrees to reimburse the SFA for the amount by which the SFA's actually return for the current year is less than the Guaranteed Return for the current year.
  4. No Guarantee.
- M. Guarantee Conditions and Assumptions: The FSMCs obligation to reimburse the SFA shall remain in effect only during the current year and any renewal year and is contingent upon the following conditions and assumptions remaining in effect for the current year. In the event one or more of the following conditions and assumptions does not remain in effect for the current year, the FSMC may reduce its reimbursement to the SFA by an appropriate amount:
1. Reimbursement rates for the food service program will not be less than those stated in the RFP.
  2. The per meal commodity value of USDA donated foods **offered** will not be less than the per meal commodity value of USDA donated foods received during the prior year.
  3. The number of full-service days on which breakfast and lunch are served will be at least the serving days listed on Attachment CR3. The participation and number of service day estimates for SFSP and CACFP shall be excluded from the guaranteed assumptions.
  4. The average daily student enrollment for the current year will be within two percent of the number stated on Attachment 1 – Averaged Daily Participation.
  5. The number of students eligible to receive free and reduced-price meals compared to the total student enrollment will not decrease from that provided on Attachment 1 – Average Daily Participation.
  6. The SFA will not require the FSMC to take an action which will cause the cost of wages and/or benefits for the FSMCs food service employees to exceed the levels set forth on Attachment 4 Summary, Attachment 4 Details, Attachment 5 Summary and Attachment 5 Details.
  7. The selling prices of school breakfast, lunch, and afterschool snacks will be no less than the meal prices listed on Attachment 1 – Average Daily Participation.
  8. Should costs reflected on Attachment CR3 be materially higher than projected due to price changes as documented by the Consumer Price Index for All Urban Consumers (CPI-U), U.S. base for food away from home, the guarantee will be commensurately reduced.
  9. No strikes, work stoppages, or school closings, and all make-up days due to inclement weather were implemented.

10. There will be no changes in Federal, State or local regulations which cause financial impact to the Food Service Program.
- N. 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 Local Wellness Policies and state or federal program regulations. Specially exempted fundraiser foods or beverages may only be sold at the frequency specified by DFN per Title 7 CFR §210.11(b)(4).
- O. The FSMC must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event as required by Title 7 CFR §210.10(d)(4).
- P. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Local Wellness Policy including the nutrition guidelines as required.
- Q. The FSMC shall make modifications and substitutions in school meals for students whose disabilities restrict their diet. Meal modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern. There will be no additional charge to the student for such substitutions or modifications.
- R. The SFA is responsible for all contractual agreements the SFA enters into in connection with the CN programs.
- S. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- T. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
- U. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and DFN.
- V. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- W. This contract constitutes the entire contract between the SFA and the FSMC.
- X. 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.
- Y. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- Z. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- AA. This contract must be reviewed and approved by DFN prior to execution, as noted in the final approval on page 1.

## 2. Signature Authority

- A. The SFA shall retain signature authority for the policy statement/agreement to participate in the CN programs, including but not limited to the School Nutrition Program Financial Form, the Verification Report, and the on-line submission of the sponsor application/site information and other reports, and requests to PDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CN Program Electronic Application and Reimbursement System (CN PEARS).
- C. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.
- D. The FSMC may not be given access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.

### 3. Free and Reduced Price Meals Policy

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster. This may not be delegated to the FSMC.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN programs and approved by DFN, as required under Title 7 CFR §210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under Title 7 CFR §245.8 and prevent erroneous meal counts. The FSMC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did not receive a reimbursable meal. The SFA must have a system in place to monitor this.
- C. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced price meals and/or free milk. This may not be delegated to the FSMC.
- D. The SFA shall be responsible for obtaining the Direct Certification List from COMPASS or PrimeroEdge (as applicable), as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced price meals and/or free milk from parent/guardian. This may not be delegated to the FSMC.
- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR §210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status. These activities may not be delegated to the FSMC.
- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk. This may not be delegated to the FSMC.
- G. The SFA shall be responsible for verifying household applications for free and reduced price meals and follow-up activities as required by federal regulations. The SFA position responsible for completing the verification process (this may not be delegated to the FSMC) is

### 4. USDA Donated Foods

- A. The SFA shall retain title to all USDA donated foods.
- B. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the non-profit school food service account.
- C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
- D. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's non-profit school food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- E. The FSMC will use all donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
- F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements of Title 7 CFR Part 250 subpart C, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.

H. The FSMC shall perform the following activities in accordance with Title 7 CFR §250.50(d): (check all that apply)

Preparing and serving meals using donated foods.

Ordering or selection of donated foods (in coordination with the SFA).

Storage and inventory management of donated foods.

Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA.

5. Crediting For and Use of Donated Foods

A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).

B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:

1. Procure processed end products on behalf of the SFA, or

2. Act as an intermediary in passing donated food value in processed end products on to the SFA.

C. All crediting must be done on no less than a monthly basis.

D. The FSMC must provide clear documentation of the crediting showing the value received from the donated foods. As determined by PDA's Bureau of Food Assistance in accordance with Title 7 CFR §250.51(c), the following methods shall be used for valuing donated foods:

a. Processed donated foods are credited based on the product values stated on the USDA November Material Price List pertinent to the appropriate School Year.

b. All other donated foods are credited based on the product values at the time the foods are received by the SFA, using either PDA's January Commodity Price List or PDA's July Commodity Price List. (Commodity Price Lists are available on PAMeals.)

E. Following Title 7 CFR §210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

6. Inventory, Storage and Record Retention of USDA Donated Foods

A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products. At the termination of the contract, the SFA (choose one) will allow the FSMC to keep other unused donated foods.

will retain all other unused donated foods.

B. The FSMC will comply with the storage and inventory requirements for donated foods.

C. The SFA, the Comptroller General, PDA, PDE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with Title 7 CFR §250.54(b).

E. The SFA must maintain the following records relating to the use of donated foods:

1. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.

2. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.

3. The actual donated food values used in crediting.

- F. The FSMC must maintain the following records relating to the use of donated foods:
  1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
  2. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.
  3. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- G. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the non-profit school food service operation, as required in Title 7 CFR Parts 210, 220, 225, or 226, as applicable. The SFA position responsible for this monitoring process is
- H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's non-profit school food service in the school year. The annual Agency Summary Report provided by PDA's Bureau of Food Assistance is the basis for the donated food values.

## 7. Renewal Assumptions

- A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change is outlined in Section Q and approval is granted by DFN, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

1. The SFA reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by DFN.
2. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

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

3. Legislation, regulations, and reimbursement rates that create changes in the CN program shall be enforced on their effective date.
4. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
5. The government reimbursement rates in effect shall remain materially consistent throughout the year.
6. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
7. 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 contract term and any subsequent contract renewal years.

8. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
  9. The projected number of full feeding days that shall remain materially consistent in renewal years are
  10. If participating in Seamless Summer Option (SSO), the projected number of full feeding days for SSO that shall remain materially consistent in renewal years are  
If participating in Summer Food Service Program (SFSP) see Section 27.B.
  11. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
- B. Contract Cost Increase: The FSMC may negotiate at the end of each one-year contract period for a cost increase. If there is an increase in the Administrative and Management Fees, it cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year. The addition of new line items to the budget is not allowable in renewal years. The CPI-U can be used as a gauge for proposed increases to operating costs. However, the SFA must be able to justify approval for operating costs exceeding the CPI-U.
  - C. All contract renewals shall be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by DFN and signed by both parties. Failure to have renewal contracts fully executed prior to July 1, will lapse this contract and require the SFA to re-bid the contract.
  - D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If DFN determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, DFN may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and being in compliance with program regulations.
8. Health Certifications
    - A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
    - B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under Title 7 CFR §210.16(c).
    - C. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
    - D. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
    - E. The SFA shall immediately correct any problems found as a result of a health inspection. The FSMC must support and cooperate with the necessary corrections.
  9. Meals
    - A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
    - B. The SFA shall retain control of the quality, extent, and general nature of the food service.
    - C. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN programs.
    - D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
    - E. The FSMC shall provide meals in the CN programs that meet the requirements as established in Title 7 CFR Part 210, Part, 215, Part 220, Part 225, and Part 226.

- F. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1, letter B.
  - G. The FSMC shall promote maximum participation in the CN programs. Proposal shall include plan for FSMC to increase participation, if applicable, and any cost that will be incurred as a result of the plan. Any guarantee dependent on participation must identify the change to the guarantee based upon participation factors.
  - H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
  - I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
10. Books and Records and Reports
- A. The FSMC shall maintain and provide to the SFA, on a monthly basis, detailed (itemized) documented cost records (supported by invoices, receipts, etc.). This documentation must be retained on-site by the SFA. The FSMC is required to identify the amount of each discount, rebate, and other applicable credits. All costs must be fully supported, mutually agreeable to the SFA and the FSMC and be allowed by federal regulations. The FSMC shall submit the detailed monthly documentation no later than the tenth (10<sup>th</sup>) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5<sup>th</sup>) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement. The SFA shall reconcile Edit Check worksheets and daily/monthly meal counts against student attendance records and daily transaction worksheets/logs.
  - B. The FSMC shall maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories. This includes, but is not limited to invoices, receipts, and timesheets to support all expenses charged to the SFA.
  - C. The FSMC shall provide the SFA with a year-end statement.
  - D. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories. This includes, but is not limited to, conducting inventory counts and analyzing and reconciling invoices, receipts and time sheets on no less than a quarterly basis. The SFA shall maintain documentation for a period of three (3) years from the end of the contract term (including renewals) to which they pertain.
  - E. Should the SFA have any concern as to the FSMC's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by PDE, the SFA shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.
  - F. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.
  - G. Books and records of the FSMC pertaining to the CN program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
  - H. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.334).
  - I. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
  - J. The SFA is responsible for ensuring resolution of program review and audit findings.

## 11. Employees

- A. The SFA reserves the right to interview and approve the on-site food service manager/director.
- B. The SFA must designate if the **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 FSMC. (Choose One)
  - Employees will be retained by the SFA.
  - Employees will be retained by the FSMC.
  - Employees will be retained by the SFA and FSMC.
  - There are currently no SFA employees, charged to the non-profit Food Service Account.
- C. The SFA must have a written code of conduct for all employees, which the FSMC must uphold for all employees working with the food program. (Title 2 CFR §200.318(c)).
- D. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
- E. The FSMC must provide time sheets for each FSMC employee and indicate the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that each employee and pro-rated employee worked and the percent of time that the employee worked in each location.
- F. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- G. The SFA must identify a SNP director who is an employee of the SFA. The SNP director must meet the minimum Professional Standards hiring and annual training requirements. In addition, the SNP director must ensure program oversight, including but not limited to, ensuring that the FSMC's food service director and all food service staff also meet the Professional Standards requirements (Title 7 CFR §210.30). Directors must accrue eight (8) hours of food safety training upon hire and every five (5) years thereafter. The SNP director responsibilities will be fulfilled by this position:
- H. The SFA and FSMC must ensure that all food service employees meet and continue to meet all of the Professional Standards for hiring and training requirements. All trainings must be documented in PrimeroEdge Teamwork.
- I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
- J. Staffing patterns shall be mutually agreed upon.
- K. The FSMC shall not hire employees in excess of the number required for efficient operation.
- L. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- M. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
- N. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- O. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- P. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.

- Q. The FSMC shall provide proof that each prospective employee working with children has had a Pennsylvania State Criminal History Background Check and a Federal Criminal History Record that is not more than one (1) year old. (Section 111 of the Public School Code. See Act 48 of 2003 Section 111 for specific convictions that this applies to.)
- R. The FSMC shall provide proof that each prospective employee working with children has had the required number of hours of approved child abuse recognition and reporting training. (Act 31 of 2014)

## 12. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per Title 7 CFR §210.16. On-site monitoring is required regardless of the number of sites. An On-Site Review Checklist (Monitoring Form) for monitoring can be found on PEARS/Applications/Download Forms under section SNP-Forms. Further, if there is more than one 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 Title 7 CFR §210.8. The SFA position responsible for performing all on-site reviews is
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

## 13. Menus/Advisory Boards

- A. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in section 1, letter B of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu). Minor changes made by the FSMC after the first 21-day cycle must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. Major changes to the menu are not allowable unless included as part of the RFP process and acceptable by the SFA as indicated in Section Q. FSMC proposals must identify if they plan to change the 21-day menu included in the RFP, as indicated by the SFA in Section Q. If so, the FSMC must identify how it will change the menu and the financial impact to revenues and expenses.
- B. The SFA is responsible for the formation and establishment of an advisory board composed of parents, teachers, and students meeting periodically to assist in menu planning and other activities related to food service. The FSMC may participate in these periodic meetings as deemed appropriate by the SFA. The establishment of the advisory board may not be delegated to the FSMC.  
The advisory board will be overseen by this position:  
The frequency of advisory board meetings will be:
- C. The SFA must maintain records of the advisory board including agenda, meeting minutes, and detailed sign-in sheet indicating role of attendees as either parents, teachers, or students. These records must be made available, upon request, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or state or federal representatives and auditors.

## 14. Use of Facilities, Inventory, Equipment & Storage

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The 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 CN programs.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
- D. The FSMC shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.

- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with PDA.
- G. The SFA shall provide the FSMC with one set of keys for all food service areas secured with locks.
- H. The SFA shall provide the FSMC with local telephone service.
- I. 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.
- J. Check one of the following regarding equipment:

The SFA is not requesting the FSMC to propose purchase of equipment. The FSMC may not propose purchase of equipment in proposal and equipment may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.

The SFA is allowing the FSMC to propose equipment necessary for implementation or enhancement of operation. The FSMCs may recommend equipment for the SFAs food service operation in an amount not to exceed \_\_\_\_\_ . If the SFA approves the recommendation, the SFA will procure and finance the equipment.

The SFA must obtain preapproval from DFN for each item of equipment costing \$5,000 or greater through the Capital Expenditure Request process if non-profit school food service account funds are going to be used at any time during the process for the purchase.

The SFA is allowing the FSMC to propose equipment necessary for implementation or enhancement of operation. The FSMC may finance equipment for the SFAs food service operation in an amount not to exceed \_\_\_\_\_ , for the life of the contract including optional renewal. Any equipment not included in FSMC proposal may not be charged, directly or indirectly, to the SFA throughout the duration of the contract. **If this option is selected, the SFA may provide specifications in Section Q, Additional Information.**

The SFA must obtain preapproval from DFN for each item of equipment costing \$5,000 or greater through the Capital Expenditure Request process if non-profit school food service account funds are going to be used at any time for the purchase (even if the FSMC purchases).

The FSMC shall be subject to the same procurement requirements to which the SFA is subject in purchasing equipment and may not serve as a vendor when purchasing equipment on behalf of the SFA. Ownership of the equipment will vest in the SFA immediately upon purchase of the equipment. The SFA shall repay the FSMC at the rate agreed upon when the equipment is purchased.

If the contract expires or is terminated prior to 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 this Contract, either (choose one)

Retain the property and continue to make payments in accordance with the amortization/payment schedule.

Pay the remaining balance immediately.

Deliver the equipment or other items funded by the investment to the FSMC. Dependent upon the amount paid compared to the amortized value, one of the respective parties may be credited.

- K. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- L. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- M. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

- N. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
- O. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- P. The 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 agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- Q. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- R. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

## 15. Purchases

- A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:

The SFA will do all purchasing for the non-profit school food service.

The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying.

The FSMC bills the SFA for food when used. At the option of the SFA, the SFA will buy the ending inventory from the FSMC.

- B. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
- C. Under Title 7 CFR §210.21(f)(i):
  1. Only allowable costs will be paid from the non-profit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
  2. The FSMC must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
  3. Proprietary information, such as brand name, may be redacted, provided sufficient information is provided for SFA to reconcile monthly billing invoice against supporting documentation.
  4. The FSMC must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified.
  5. The FSMC must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
  6. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation to the SFA and, upon request, to DFN, or USDA.
- D. No expenditure may be made from the non-profit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the non-profit school food service account that permits or results in the FSMC receiving payments in excess of the FSMC's actual, net allowable costs.
- E. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products. The SFA may just apply a preference, they cannot make this a requirement.

## 16. Nonprogram Foods

- A. Nonprogram foods include any non-reimbursable foods and beverages purchased using funds from the non-profit school food service account. This would include, but is not limited to, a la carte; catering; vending, second meals and non-reimbursable suppers.
- B. The FSMC must identify the following on the monthly invoice:
  - Costs of all reimbursable meals;
  - Costs of all nonprogram foods.
- C. The SFA is responsible for maintaining documentation of all revenues for reimbursable meals and all revenues for nonprogram foods.
- D. Documentation to identify the separation of:
  - Revenues of reimbursable meals from revenues of nonprogram foods
  - Costs of reimbursable meals from costs of nonprogram foods

This documentation must be made available to the Auditor General, USDA, PDE, PDA, and the SFA upon request for the purpose of auditing, examination, and review.

## 17. Payment Terms/Method

- A. Invoices
  1. The FSMC shall invoice the SFA monthly for amounts due based on on-site records. The SFA shall make payments within 30 days of the invoiced date.
  2. Invoices must be itemized by cost categories such as food, including commodities, labor, supplies, rebates, discounts, credits, etc. Detailed (itemized) cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. This documentation must be retained on-site by the SFA.
  3. The FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment as required by Title 7 CFR §210.21(f)(iv). An example of the invoice, identifying commodities (USDA entitlement balances), discounts, rebates and credits must be included with the proposal.
  4. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by federal regulations.
  5. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses. (Used in the Attachment CR3, Projected Operating Costs of the proposal.)
  6. DFN may randomly request SFAs to submit copies of invoices for compliance with the above items.
  7. The payment of interest and late fees from the non-profit school food service account fund is prohibited.
  8. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

B. Advance Payment – Indicate whether or not the SFA will consider an advance payment.

No, the SFA will not consider providing an advance payment to the FSMC.

Yes, the FSMC may provide an explanation regarding the financial benefits of allowing an advance and the SFA may consider a request from the FSMC for an advance payment for operational expenses. If an advance is paid it must be reconciled by the end of the first six months from the start of each school year (July 1).

If after the SFA has considered and agreed to paying an advance, the advance will be paid (choose one):

Using the general fund. A loan agreement between the general fund and the non-profit school food service account must be in place.

Using the non-profit school food service account.

C. Payment Incentives – Indicate whether or not the SFA will consider payment incentives. (Choose one)

No, the SFA will not consider any payment incentives such as discounts or credits for prompt payment, electronic payment, etc.

Yes, the SFA will consider payment incentives such as discounts or credits for prompt payment, electronic payment, etc. Payment incentives only apply if the invoice is paid according to payment terms.

18. Buy American

- A. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- B. The FSMC must document and the SFA must approve any exceptions to Buy American. Exceptions are allowable when the domestic foods are not produced or manufactured in the US in sufficient and reasonably available quantities; or competitive bids reveal the costs of a US product are significantly higher than the non-domestic product.
- C. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- D. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

19. Sanitation

- A. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the Attachment 2, Cost Responsibility Detail Sheet.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

20. Licenses, Fees and Taxes

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

## 21. Civil Rights

- A. Both the SFA and FSMC hereby agrees that it will comply with:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);
  9. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract;
  10. The USDA nondiscrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
- B. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- C. By accepting this assurance, the SFA and FSMC agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

22. Emergency Closing

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

23. Term and Termination

- A. The SFA or the FSMC may terminate the contract for cause or for convenience by giving 60 days written notice.
- B. At any time, because of circumstances beyond the control of the FSMC or the SFA, either party may terminate the contract by giving 10 days written notice to the other party.
- C. Force Majeure. Neither the FSMC nor the SFA shall be responsible to the other for losses should the fulfillment of the terms of the contract be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent.
- D. The SFA is protected under the Commonwealth of Pennsylvania's Tort Claims Act (act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

24. Nonperformance by the FSMC

- A. The FSMC is required to provide a Performance Bond in the amount of (dollar amount or percentage of the total bid price [Total FSMC Costs]) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent full and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed.
- B. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- C. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.
- D. The SFA shall notify DFN in the event of nonperformance by the FSMC.

25. Certifications

- A. The FSMC shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §3701-3708, as supplemented by the Department of Labor regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.
- B. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.

- C. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR §210.21(d).
- D. The FSMC shall sign the Certification Regarding Debarment and Suspension, Appendix D, which is made a part of this contract. (Title 2 CFR Part 180) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government, or any other entity receiving Federal funds, or suspended from entering contracts during a time when the FSMC is being investigated for a legal action which is being taken to debar the FSMC from contracting activities.
- E. The FSMC shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at <https://www.epa.gov/enforcement/report-environmental-violations>.
- F. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- H. The FSMC shall sign the Lobbying Certification, Appendix E, which is made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Appendix E. If no lobbying activity occurred, the FSMC is still required to sign the Disclosure of Lobbying Activities, Appendix E. (Title 2 CFR Part 418)
- I. The FSMC shall sign the Certification of Independent Price Determination, Appendix F, which is incorporated herein by reference and made part of this contract.

26. Insurance

- A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Pennsylvania. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
- B. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person for general liability.
  - 1. General Liability
  - 2. Worker's Compensation
  - 3. Vehicle Insurance
  - 4. Umbrella Liability
- C. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
- D. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
- E. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

27. Summer Food Service Program (SFSP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)
- A. If participating, then the SFA shall offer free meals to all eligible children participating in the SFSP. If the FSMC will operate the SFSP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the SFSP (Attachment SFSP1, SFSP Projected Operating Costs). In accordance with Title 7 CFR §225.15 the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
  - B. SFAs that contract with FSMCs for some or all aspects of the management of the food service program may allow the FSMC to conduct the same activities for SFSP that are performed for NSLP. The FSMC is prohibited from performing the same activities that are prohibited through NSLP, such as but not limited to:
    - 1. Submitting claims
    - 2. Monitoring administrative and site staff
    - 3. Determining income eligibility and maintaining individual income eligibility statements.
  - C. SFAs are reminded that although some tasks may be delegated to the FSMC, the SFA maintains responsibility for program oversight and ensuring that all SFSP requirements are met.
  - D. The SFSP will operate from \_\_\_\_\_ to \_\_\_\_\_.

28. Child and Adult Care Food Program (CACFP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

If participating, then the SFA shall offer meals to all eligible children and adults participating in the CACFP, respectively. If the FSMC will operate the CACFP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the CACFP (Attachment CACFP1, CACFP Projected Operating Costs). In accordance with Title 7 CFR §226.15 the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 226.

29. Trade Secrets and Proprietary Information

- A. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the 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 FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the contract. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the contract.
- B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights.

## Appendix A

### SFA Certification of Acknowledgement

Initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, \_\_\_\_\_, on behalf of **the SFA**, have read and fully understand the contents of this contract. I understand that **the SFA** must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that **the SFA** is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.

Initial Here:

- B. I certify that I have chosen a Cost Reimbursable contract, and will follow the respective procedures.

Initial Here:

- C. I certify that I will not enter into a contract with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

Initial Here:

- D. I certify that I, nor any employees (including School Board members) of **the SFA**, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e. gifts, golf outings, meals, etc.).

Initial Here:

- E. I certify that I will appropriately and in a timely manner respond to all bid protests and concerns raised by potential FSMCs.

Initial Here:

- F. I certify that **the SFA** has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here:

- G. I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here:

- H. I certify that **the SFA** will be legally responsible for the conduct of the non-profit school food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here:

- I. I certify that this **SFA Position** will fulfill the SNP director responsibilities. The SNP director must meet the minimum Professional Standards hiring and annual training requirements and provide program oversight, including but not limited to, ensuring that the FSMC's food service director and all food service staff also meet the Professional Standards requirements (Title 7 CFR §210.30). Directors must accrue eight (8) hours of food safety training upon hire and every five (5) years thereafter.

Initial Here:

- J. I certify that **the SFA** shall retain control of the CN programs' non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to CN PEARS, COMPASS, or PrimeroEdge Student Eligibility System.

Initial Here:

K. I certify that CN programs are the responsibility of **the SFA** and **the SFA** is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here:

L. I certify that **the SFA** will be responsible for determining student eligibility for all applicable programs and that the FSMC will have no involvement in the process.

Initial Here:

M. I certify that **the SFA** will retain all records for the current year plus three years from the end of the contract including any renewals.

Initial Here:

N. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here:

O. I certify that **the SFA** will monitor the FSMC in order to ensure compliance with USDA regulations.

Initial Here:

P. I certify **the SFA** will create an advisory board composed of students, teachers, and parents to assist in menu planning.

Initial Here:

Q. I certify that **the SFA** will not delegate any of the above responsibilities to the FSMC.

Initial Here:

R. I hereby certify that neither **the SFA** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here:

S. I further certify that neither **the SFA** nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of Federal funds.

Initial Here:

T. I certify that the FSMC is not a paid consultant or contractor with **the SFA** in any other capacity than for this contract.

Initial Here:

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **the SFA**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **the SFA** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Printed Name of SFA Authorized Representative \_\_\_\_\_

SFA Authorized Representative Title \_\_\_\_\_

SFA Authorized Representative Signature \_\_\_\_\_

## Appendix B

### FSMC Certification of Acknowledgement

Initial below next to each statement certifying that you have read and fully understand the contents of this contract.

- A. I certify that I, \_\_\_\_\_ on behalf of **the FSMC**, have read and fully understand the contents of this contract.

Initial Here:

- B. I certify that I, nor any of the employees of **the FSMC**, have not received any solicitations from any **the SFA** employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e. golf outings, meals, etc.) have been provided.

Initial Here:

- C. I certify that employees of **the FSMC** will be trained to understand and comply with all necessary trainings including the current written Code of Conduct authored by **the SFA**.

Initial Here:

- D. I certify that all of **the FSMC** food service employees meet the minimum Professional Standards requirements.

Initial Here:

- E. I certify that **the SFA** will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the USDA regarding each of the CN programs covered by this contract.

Initial Here:

- F. I certify that **the FSMC** will not have control of the CN programs' non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.

Initial Here:

- G. I certify that **the SFA** will be responsible for determining student eligibility for all applicable programs and that the FSMC will have no involvement in the process.

Initial Here:

- H. I certify that **the FSMC** will follow the 21-day menu for the first 21-days of service, without change.

Initial Here:

- I. I certify that all food will be in compliance with the current meal standards and Local Wellness Policy.

Initial Here:

- J. I certify that **the FSMC** will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Initial Here:

- K. I hereby certify that neither **the FSMC** nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here:

L. I further certify that neither **the FSMC** nor any of its principals/authorized representatives has a reported criminal background that would affect the involvement in CN programs.

Initial Here:

M. I certify that **the FSMC** is not a paid consultant or contractor with **the SFA** in any other capacity than for this contract.

Initial Here:

I certify under penalty of perjury that the information on these forms is true and correct, and that I will immediately report to **the SFA** any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of **the FSMC**, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, **the FSMC** does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Printed Name of FSMC Authorized Representative

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FSMC Authorized Representative Title

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FSMC Authorized Representative Signature

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Appendix C

Acknowledgement of Personnel Relationships

Yes  No (choose one), **the SFA** employs the same person/people that is/are employee(s) of **the FSMC**.

If Yes, we the undersigned certify that the employee(s):

- Does/will not have a real or apparent conflict of interest.
- Does/will not participate in the selection, award, or administration of the contract.
- Does/will not have access to or control of the food service financial account.
- Does/will not be involved in the establishment of the selling prices for all reimbursable and non-reimbursable meals, a la carte items, adult meals, catering, or vending items.
- Does/will not have access to CN PEARS, COMPASS, or the PrimeroEdge Student Eligibility System.
- Does/will not be involved in the completion, distribution or collection of the parent letters and household applications for free and reduced price meals.
- Does/will not be involved in the determination or verification of eligibility for free and reduced price meals.

Employee Name	SFA Position Title and Job Duties	FSMC Position Title and Job Duties

\_\_\_\_\_  
SFA

\_\_\_\_\_  
FSMC

\_\_\_\_\_  
SFA Authorized Representative Signature

\_\_\_\_\_  
FSMC Authorized Representative Signature

\_\_\_\_\_  
Printed Name of SFA Authorized Representative

\_\_\_\_\_  
Printed Name of FSMC Authorized Representative

\_\_\_\_\_  
SFA Authorized Representative Title

\_\_\_\_\_  
FSMC Authorized Representative Title

Appendix D

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, “Debarment and Suspension” (Title 2 CFR Part 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals:
  - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FSMC \_\_\_\_\_  
Printed Name of FSMC Authorized Representative \_\_\_\_\_  
FSMC Authorized Representative Title \_\_\_\_\_  
FSMC Authorized Representative Signature \_\_\_\_\_

Appendix E

Certification Regarding Lobbying

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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.

FSMC

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Printed Name of FSMC Authorized Representative

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FSMC Authorized Representative Title

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FSMC Authorized Representative Signature

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Appendix E

**Disclosure of Lobbying Activities**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**Applicable**                      **Not Applicable**  
 (This form must be signed regardless of Applicability)

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

Disclosure of Lobbying Activities  
Continuation Sheet SF-LLL-A

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

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

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

Independent Price Determination Certificate

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

\_\_\_\_\_  
SFA

\_\_\_\_\_  
FSMC

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

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

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

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

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

\_\_\_\_\_  
FSMC Authorized Representative Signature

\_\_\_\_\_  
FSMC Authorized Representative Title

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

\_\_\_\_\_  
SFA Authorized Representative Signature

\_\_\_\_\_  
SFA Authorized Representative Title

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

## Appendix G

### Sample Minimum Food Specifications

These are minimum specifications. The SFA is encouraged to provide more details that align with the 21-day menu.

#### Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be Government inspected.

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

#### Dairy Products

All dairy products must be Government inspected.

- Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
- Frozen eggs must be USDA inspected.
- Milk shall be 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 pudding 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.