FOOD SERVICE MANAGEMENT COMPANY

REQUEST FOR PROPOSAL
AND SUBSEQUENT
CONTRACT

(Name and Address of LEA to replace the Information below)

Alabama Department of Education
Office of Supporting Programs
Division of Child Nutrition
School Programs Section
RECOMMENDED TIMELINE
FOOD SERVICE MANAGEMENT CONTRACT FOR NSLP/SBP

Day 1  SFA elects to consider proposals from FSMC to operate SFA’s Child Nutrition Program. SFA requests Technical Assistance from SA. SA and SFA review template RFP/Contract and negotiates modifications as needed; SFA makes modifications in the RFP based on local policies (changes must be made in red font) and submits modified RFP to SA for approval.

Day 30  SA reviews modified RFP/Contract; when approved, SA notifies SFA of approval in writing. SFA may not proceed to advertise until written approval is received from the SA.

Day 45  SFA advertises in major state publications for the first time.

Day 52  SFA advertises in major state publications a second time.

Day 70  SFA releases RFP/Contract and conducts a pre-proposal conference. Representatives from each FSMC submitting proposals are required to attend. (All amendments to and interpretations of this RFP/Contract shall be in writing.) FSMC representatives survey schools. SFA provides tours of facilities to all potential contractors at the same time. All addenda/amendments received by FSMC.

Day 125  FSMCs submit proposals to SFA.

Day 125  Proposal openings with one or more witnesses. (Indicate date, time and place of opening.) Representatives from FSMCs are not required to attend.

Day 130 - 145  Analyses of proposals based on RFP criteria; top FSMC candidates are invited to give formal presentation to Evaluation Committee; presentations conducted. Evaluation Committee makes written, objective evaluation and recommendation to SFA Administration. Proposal/Contract reviewed by SFA’s attorney; attorney reviews and provides written approval.

Day 146  Draft of all final Contract data/materials, proposal analyses; and all evaluation records submitted to SA for review and approval. SA must approve the Contract prior to obtaining signatures from either party. Districts must allow a minimum of 30 days is requires for the SA review.

Day 176  SA notifies SFA of Contract Approval

Day 177  SFA notifies FSMC that Contract has been approved by SA.

Day 175  Contract is officially awarded and signed by both parties. Notation is made in local BOE minutes. A copy of the entire approved document (RFP/Contract), agreement authorization with official signatures, and copy of school board approval minutes must be provided to the SA immediately after Contract signing. NOTE: SFA may not renew their agreement with ALSDE / SBE until the final signed contract is in place. Contracts received after July 1 will result in withheld Federal Child Nutrition Funds and USDA Commodities.
Day 205  Training of school district Child Nutrition personnel provided by FSMC.

Day 213  First meal service.

* Federal regulation citations concerning food service management company contracts can be found in 7 CFR Part 210 National School Lunch Program.
The FSMC must comply with the following regulations that govern the operation of the Federally-funded Child Nutrition Programs

7 CFR Part 210 - National School Lunch Program

210.8(a) SFA monitoring responsibilities
210.9(b) Annual Agreement:
   210.9(b)(7) Determination of F/RP eligibility by SFAs; and
   210.9(b)(17)&(19) Record retention requirements
210.10 Meal requirements for lunches and requirements for afterschool snacks
210.11 Competitive food services
220.12 Student, parent and community involvement
210.13 Facilities management
210.15 Reporting and recordkeeping
210.16(a) SFA contract parameters with FSMC. Conditions required of the SFA/SA:
   210.16(a)(1) Adhere to procurement standards;
   210.16(a)(2) Operation is in conformance with agreement;
   210.16(a)(3) Periodic on-site visits;
   210.16(a)(4) Control quality of meals/food service and prices; (SFA required to retain control)
   210.16(a)(5) Signature authority; (SFA retains control)
   210.16(a)(6) Appropriate use of commodities;
   210.16(a)(7) Health certification;
   210.16(a)(8) Advisory board;
   210.16(b) Invitation to bid;
   210.16(b)(1) 21-day cycle menu;
   210.16(b)(2) Sanctions for non-performance;
   210.16(c) Contractual agreements;
   210.16(c)(1) Records retention requirement;
   210.16(c)(2) State or local health certification
   210.16(c)(3) Non-payment for unwholesome or non-reimbursable meals; and
   210.16(d) Duration of Contract and required termination clause.
210.21 Procurement (including the Buy American Provision)
### 7 CFR Part 220 — School Breakfast Program

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### 7 CFR Part 245—Determining F/RP Eligibility

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### 7 CFR Part 250—Food Distribution*

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*(Note: Should the SFA choose to allow the FSMC to procure processed end products on behalf of the SFA, such procurement must ensure compliance with 7 CFR 250, Subpart C, and with the provisions of the distributing agency’s processing agreements, and must ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. While the FSMC may procure processed end products on behalf of the SFA, it may not itself enter into the processing agreement with the processor.)
REQUEST FOR PROPOSAL
FROM FOOD SERVICE MANAGEMENT COMPANIES
TO PROVIDE MANAGEMENT SERVICES FOR
______________ SCHOOLS
NONPROFIT CHILD NUTRITION PROGRAM

SECTION I
GENERAL INFORMATION

A. Intent

1. The ________________________ Board of Education is accepting competitive proposals for a Food Service Management Company to operate the district’s Child Nutrition Program for a twelve month period beginning ________ and ending ___________.

2. This request should be clearly understood as a “Request for Competitive Proposals” hereinafter referred to as the “RFP”, and not an “invitation for Sealed Bids” as those terms are used and described in the United States Department of Agriculture’s publication, Contracting with Food Service Management Companies, guidance for School Food Authorities, dated June 2008.

3. This RFP is for the purpose of obtaining proposals and ultimately entering into a contract to provide Management services for the _____________ County School’s nonprofit Child Nutrition Program, hereinafter referred to as the “School Food Authority” (SFA). Schools listed in Appendix A are equipped as (on-site or other) _____________ preparation facilities. The Child Nutrition Employees listed in Appendix C are employees of the SFA and shall be given the opportunity to remain SFA employees.

4. The offeror or Food Service Management Company will be referred to as the “FSMC”, and the contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goal of the SFA’s Child Nutrition Program which is to provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing and friendly environment and comply with all laws, regulations, statutes and policies that govern the Child Nutrition Program.

B. Procurement Method

The SFA shall comply with all procurement standards specified in 7 CFR 210.21 when contracting with a FSMC. A competitive proposals process will be used to procure services from the FSMC. All procurement transactions shall be conducted in a manner that provides maximum, open and free competition consistent with Federal regulations as defined in 7 CFR 3015, 3016 and 3019.

C. Pre-Proposal Meeting

Interested offerors must meet to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials. The pre-proposal meeting will be conducted on
_________(date) at ____ (time) at the ____________________ (location). Attendance is required. During the pre-proposal meeting, information and materials pertaining to the district’s Child Nutrition Program will be distributed to each FSMC represented. FSMCs will have the opportunity to ask questions relating to the Child Nutrition Program. FSMCs will also have the opportunity to clarify any information contained in the RFP. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA. Written responses will be distributed by confirmed facsimile and by first class mail to all FSMCs that attend the pre-proposal meeting and will be referred to as Appendix O.

D. Proposal Submission and Award

1. Sealed proposals are to be submitted to: (Name, address of Procurement Officer who will receive and open proposals; telephone number for driving directions):

The public opening of the sealed proposals will be at ______(time) on ______ (date) at ______________ (location). Proposals will not be accepted after this time. Ten copies of the proposal are to be delivered in a sealed envelope marked Food Service Management Company Proposal. Unsealed fax copies are unacceptable. Each proposal must include all required responses and documents at the time of public proposal opening.

2. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.

3. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals should be carefully worded and must convey all of the information requested in order to be considered responsive. Proposals that do not contain all required documents will be considered unresponsive and will be eliminated from consideration. Modification of RFP documents and/or required forms will disqualify the proposal. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing.

4. The FSMC is required to respond to this RFP in the format as described beginning on page 70 (NOTE: change page number if needed) of this document. The FSMC may provide collateral documents that further display the company’s products and services including notebooks, brochures, pictures and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined and required in this RFP. All required documents must be presented in the same order and labeled in the same manner as shown on Page 72. Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.

5. The RFP is composed of six sections:

   Section I. General Information
   Section II. Required Qualifications of FSMCs
   Section III. Definitions Applicable to All RFP/Contract Sections
   Section IV. Specific Requirements
   Section V. Standard Terms and Conditions
Section VI. Required Format for FSMC’s Response to the RFP

6. The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is an FSMC whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. An Evaluation Committee, appointed by the SFA’s Procurement Officer, will review and evaluate all written proposals based on pre-established criteria, will observe presentations from highest ranking offerors, and will make final recommendations to the SFA’s Board of Education.

7. Offerors, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror’s own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the offeror prior to the approval of the Contract by the SA and the signing of a contract by all parties. Paying the FSMC from Child Nutrition funds is strictly prohibited until the contract is signed.

8. If clarification is needed, address a written request to:

(name and address of SFA’s Procurement Officer)

E. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered.

F. Pre-Award Clarification

The SFA reserves the right to conduct final discussions and negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the Contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

G. Final Contract

The submitted RFP, including all attachments and all documents submitted by the offeror, will become the official Contract when approved, awarded and signed. The final contract must be approved by the State Agency prior to obtaining signatures from the BOE or FSMC.

H. Conflict of Interest

The SFA’s officers, employees or agents shall neither solicit nor accept gratuities, favors, (including gifts, incentives, paid trips and fees) nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.
SECTION II.
REQUIRED QUALIFICATIONS OF
FOOD SERVICE MANAGEMENT COMPANIES

Food Service Management Companies (FSMCs) must meet the following qualifications in order for the proposal to be considered responsive.

Each FSMC must submit for consideration such records of work and further evidence as may be required by the SFA regarding experience, financial standing and assurance that they have suitable resources (financial, personnel, management experience) to satisfactorily complete the work specified. Failure to furnish such a record of work and/or evidence of capacity to perform the duties as defined in the RFP shall be sufficient cause for the proposal to be disqualified. Any false or misleading statements therein shall be sufficient cause for the proposal to be disqualified. The qualification data shall be submitted by each FSMC along with the sealed proposal and shall include the information listed below.

1. The FSMC must be incorporated or licensed to do business in the State of Alabama.

2. The FSMC must submit a bid bond or certified check in the amount of 10% of the current projected annual operating costs to show good faith; the bid bond or certified check must be enclosed.

3. The FSMC must submit an assurance by a surety authorized to conduct business with the State of Alabama. The successful FSMC, upon award of the Contract, will issue a performance bond in the amount of the Contract. Simultaneously, with the delivery of the executed Contract, the successful FSMC must provide to the SFA the executed surety bond, as required to be held as security for the SFA for the faithful performance by the FSMC of all terms of the Contract.

4. It is preferred that the FSMC have been doing business with similar SFAs and must be familiar with Federal and State regulations pertaining to the operation of a nonprofit Child Nutrition program.

5. Annual reports for financial statements must be certified by a Certified Public Accountant for the past year and must be included in the pre-qualification data.

6. An authorized representative of the FSMC must certify acceptance of the criteria and the basis for selection of an FSMC.

Please include a letter in the proposal response which adequately addresses items 1 – 7 above marked as “Attachment A” with the proposal.
EVALUATION CRITERIA

1. The per meal equivalent guarantee - Lowest per meal equivalent guarantee offered by any FSMC divided by the per meal equivalent guarantee offered by this FSMC, the result of the division shall be multiplied by thirty (30) to obtain the maximum points to be awarded this potential FSMC.

2. Management Fee Price Proposal – Lowest per meal equivalent fee offered by any FSMC divided by the per meal equivalent fee offered by this FSMC, the result of the division shall be multiplied by twenty (20) to obtain the maximum points to be awarded this potential FSMC.


4. New marketing strategies/training plans to be implemented. Maximum fifteen (15) points.

5. Experience of On-Site Management Company Staff. On-Site Company Staff with a minimum of two (2) years experience with the National School Lunch/Breakfast Programs is preferred. One point will be earned for every year of experience over the two year minimum preference. (Resumes will be reviewed by the SFA and candidates will be interviewed to determine selection of on-site management personnel.) However, only the experience within the last ten (10) years will be considered. Maximum ten (10) points.

6. Management Company Experience. Only companies with experience operating the National School Lunch/Breakfast Programs will be considered. Points will be awarded based on the recommendations provided by other school districts in which the FSMC has operated within the past 7 years. Maximum five (5) points.
SECTION III.
DEFINITIONS APPLICABLE TO
ALL RFP/CONTRACT SECTIONS

Accounting Periods – each month throughout the fiscal year from July 1 to June 30.

Addenda are written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, deletions, clarifications or corrections.

After School Snack Program – a component of the National School Lunch Program to reimburse schools for providing nutritious snacks to children in after school programs. The after school program must be operated by a school that participates in the NSLP, the after school program must provide structured, supervised, regularly scheduled care in an after school setting and the program must include education and/or enrichment activities.

Agreement – All terms and conditions provided by the SFA in the RFP and FSMC’s written responses to the RFP.

Appendices – documents to be provided by the SFA to the FSMC as part of the RFP/Contract.

Attachments – documents to be provided by the FSMC in response to the RFP/Contract.

ADA – Average Daily Attendance; daily student attendance averaged over a specified period of time divided by the total number of school days

ADM – Average Daily Membership – total school enrollment within the SFA

ADP – Average Daily Participation – The average number of children, by eligibility category, participating in the program each operating day. These numbers are obtained by dividing (a) the total number of free lunches claimed during a reporting period by the number of operating days in the same period; (b) the total number of reduced price lunches claimed during a reporting period by the number of operating days in the same period; and (c) the total number of paid lunches claimed during a reporting period by the number of operating days in the same period.

Board is the Local Board of Education of the School Food Authority (SFA). The SFA’s Board of Education will provide final approval or disapproval to the Evaluation Committee’s recommendation.

Child Nutrition Program is the preparation and service of food to the SFA’s students, staff, employees and authorized visitors. The Child Nutrition program may include, but is not necessarily limited to the National School Lunch Program, the School Breakfast Program, the After School Snack program, the Seamless Summer Food Service Program, catering services and a la carte food service.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government.

CN (Child Nutrition) Label indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

Contract Award is the awarding of a contract to a successful offeror signifying the acceptance of the proposal.

Competition is the process by which two or more companies attempt to secure the business of a customer by offering the most favorable terms as to price, quality and service.
**Competitive Foods** are any foods sold on the school campus that compete with the school breakfast and lunch programs. Violation of the state’s Competitive Foods Policies may result in reclaims of Federal funds to support the SFA’s school breakfast or lunch programs.

**Contract** is a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the FSMC. The SFA’s RFP and the contractor response to the RFP are made a part of the final contract document.

**Contract Documents** – any letters, forms, attachments or other documents the offeror submits with the proposal and any documents provided by the SFA in the context of this RFP.

**Administrative Review/Coordinated Review Effort (CRE)** – a system of federal/state reviews of school district meal programs. The CRE is designed to evaluate SFA’s compliance with meal service and claiming requirements and provide technical assistance to improve program management. Where the SFA is out of compliance with federal and/or state regulations, a Corrective Action Plan is required and funds may be withheld until such time as compliance is achieved. The SA will conduct a CRE in the first year of each Contract between the SFA and FSMC.

**Current Year** is the period beginning July 1 and ending June 30.

**Decimals** - Meal charges are to be carried out four (4) decimal places, if applicable.

**Direct Cost** – a cost that is incurred specifically for one activity that can be identified specifically with that cost. In order to qualify as a direct cost in the NSLP, the Child Nutrition Program must receive a direct bill or invoice for a specific cost incurred only by the Child Nutrition Program and no other program.

**Duration** of the contract must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date should not be prior to the date the contract is signed. Annual Renewals will be permitted. The contract will state the date by which the renewal must be executed by both the SFA and FSMC, March 1. Although four (4) one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts, must be stated in the RFP and the Contract, as applicable. These alterations cannot result in substantive changes to the original contract. If the school district (SFA) determines that significant changes are necessary, the SFA must re-bid the contract. The following changes would normally not substantially change the contract:

**Number of Schools** - new schools added;

**Changes in Enrollment** - decreases and increases in student enrollment and the corresponding change expected in participation;

**Changes in Price** - meal price changes (determined by the SFA);

**Cost Increases** - cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers); and

**Meal Equivalency** - minor adjustments to the per meal equivalency.

Examples of substantive changes which could require the SFA to re-bid the contract include: the addition of a program, such as the SBP; major changes to the formula for determining meal equivalency; a major shift in responsibilities for SFA/FSMC staff; and significant changes in the basis for determining guaranteed returns.

**Exhibits** – documents the FSMC may choose to use to calculate their maximum allowable cost per meal.
Expendable Equipment – Items utilized in the preparation of food, including but not limited to pots, pans and kitchen utensils. Expendable equipment also includes any item used in the nonprofit Child Nutrition Program with a useful life of more than one meal service and with a purchase value per unit of $4,999.99 or less.

Food Based Menu Planning – A menu planning approach that requires specific food group components in specific amounts for defined established grade groups.

Food Service Facilities are the areas, improvements, personal property and facilities made available by the SFA to the FSMC for the provision of the Child Nutrition Program services.

FNS is Food and Nutrition Service of the United States Department of Agriculture.

FSMC is the Food Service Management Company.

FSMC’s Responsibility requires each FSMC to fully acquaint himself with conditions relating to the scope and restrictions attending the execution of this request for proposal (contract). The failure or omission of a FSMC to acquaint himself with existing conditions within the LEA, the county or state shall in no way relieve the FSMC of any obligation with respect to the proposal or contract.

Firm, Fixed-Price Contract. All contracts between FSMCs and SFAs in Alabama are firm, fixed-price contracts. The FSMC is required to perform the work described in the Contract for a firm, fixed price to be negotiated between the FSMC and the SFA. The firm, fixed price will include all costs associated with fulfilling the terms of the Contract. No additional costs will be allowed in conjunction with the Contract. The price is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. In order to provide for monthly payments, the contract may require monthly progress reports, listed by contract line item number, and allow for payment of that portion of the work upon submission of each report. Upon satisfactory completion of the work and delivery of all items required, the contractor is paid the remaining contract amount. The firm-fixed price contract includes any management fee and/or administrative allowance for the financial reporting, legal, tax and audit services and management oversight provided to client locations by FSMC at the regional and corporate levels. Such allowance shall be in an amount mutually agreed upon between the FSMC and the SFA and will be stated as an amount per (i) meal served under the National School Lunch Program and (ii) meal equivalents served.

Gross Receipts – The total of all cash receipts and reimbursements received by the SFA and other revenue under the SFA’s nonprofit Child Nutrition Program.

Indirect Cost – is a cost of a general nature which is not readily identifiable with the activities of the Child Nutrition Program and incurred for a common or joint purpose benefiting more than one activity or cost objective.

Indirect Cost Rate – is a device for determining in a reasonable manner the proportion of indirect costs the Child Nutrition Program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published by ALSDE annually by July 1.

Management Fee is a component of the fixed, firm price contract and includes FSMC’s allowance for the financial reporting, legal, tax and audit services and other management services provided at the FSMC’s regional and corporate levels. The management fee is included in the firm, fixed price.

Meal Equivalents are the common denominator for calculation of the management fee and the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents by the Equivalency Factor. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program meals and Summer Food Service Program lunches served to children and adults shall be determined by actual count. The number of breakfast meals served to children under the School Breakfast Programs and Summer Food Service Program shall be divided by two, and the number of after-school snacks served to children through the National School Lunch Program shall be divided by four. A la carte meal equivalents shall be computed by
dividing a la carte revenues by $3.00. A la carte revenue shall include a la carte sales to students
and adults. Catered meals are not included in meal equivalents. The meal equivalent formula may be
calculated as follows:

1. One student lunch = 1 meal equivalent
2. Three student breakfasts = 2 meal equivalent
3. Three student snacks = 1 meal equivalent
4. A la carte revenues divided by $3.00 = 1 meal equivalent

*A la carte includes: all adult meals, all student a la carte, all vended, catered, special
functions. (Any sale of food other than a student reimbursable meal).

**National School Lunch Program (NSLP)** – The program offers financial assistance for each lunch
served to children, and additional financial assistance for each lunch served free or at a reduced price
to eligible children. The maximum amount reduced price students may be charged is 40 cents. To
receive federal assistance, lunches must provide one-third of the Recommended Dietary Allowance
(RDA) for protein, calcium, iron, Vitamin A, Vitamin C, by specific age/grade groups.

**Non-expendable Equipment** is defined as any item with a per unit purchase of $4,999.99 or more.

**Nonprofit Child Nutrition Program** – all Child Nutrition program operations conducted by the SFA
are principally for the benefit of students within the school district. All revenues obtained through the
nonprofit school Child Nutrition Program will be used solely for the operation or improvements of the
Child Nutrition Program.

**Nutrition Analyses** provide detailed nutrition information on planned program menus. All menus
must be planned to meet the 2010 Dietary Guidelines for Americans. The FSMC proposal will include
a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be
available for all program meals planned and served daily during the contract period(s). (The nutrition
analysis software program used must be approved by USDA.)

**Nutrition Standards** – minimum nutrient requirements as prescribed by the US Department of
Agriculture (7 CFR 210) or the Alabama Healthy Snack Standards for Foods and Beverages at
School.

**Offeror** – a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC
responding to the RFP.

**OMB Circular A-102, Attachment O** - the official Federal regulations governing procurement
activities of State and local grantees of Federal funds and specifically addresses procurement
activities of local Child Nutrition Programs receiving Federal funds issued by USDA.

**On-site** is defined as the physical location of the food preparation facilities of the school district as
presented in RFP.

**Pre-proposal Conference** is a face-to-face meeting between representatives of the SFA and
representatives of FSMC; the meeting helps ensure that each FSMC understands the Requirements
of the Request for Proposals.

**Product Identification (ID)** - Product identifications are limited to requirements that can be verified
on delivery or information essential for communication between contractor and SFA. Product
identifications must be supplied with the RFP for all items without a CN label to insure quantity and
quality. Product identifications or descriptions are not specifications.

**Proposal** is a complete and properly signed response to the RFP. The proposal is presented as
described in the section of the proposal that lists the Required Format for Submitting the Proposal.
The entire RFP will become the legal contract when approved, awarded and signed.

**Public Proposal Opening** is the process of opening and reading the content of proposals for the first
time, at the date, time and location specified in the Request for Proposals.
Public Access to Procurement Information - No documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the FSMC’s response to the RFP becomes public record. Commercial or financial information obtained in response to this RFP may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal they consider to contain proprietary information. These documents marked “Proprietary” will not be disclosed.

Qualified Offeror – an offeror who is qualified by experience, equipped to perform the work required, furnish the items indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

Request for Proposal (RFP) is the document that communicates to potential FSMCs the requirements of the school district. The RFP must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

Right of Non-Commitment or Rejection - This RFP solicitation does not commit the school district or SFA to award a contract or to pay any costs incurred in the preparation of a proposal. The district or SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to reject in part or in its entirety this proposal if it is in the best interest of the district or SFA to do so.

School Breakfast Program (SBP) – The program offers financial assistance for each breakfast served children and guidance to establish and operate a program. The breakfast program can help closed the nutrition gap by providing children with nutritious breakfasts at school. The program is especially important in improving the nutrition and dietary habits of at-risk children, who may receive breakfast free or at a reduced price. The maximum amount reduced price students may be charged is 30 cents. Breakfasts must provide one-fourth of the Recommended Dietary Allowance (RDA) for protein, calcium, iron, Vitamin A, Vitamin C, by specific age/grade groups.

School Food Authority (SFA) is the school district. As the SFA, the School District is legally responsible to ensure that nonprofit Child Nutrition program complies with the SFA’s Agreement with the State Board of Education and complies with Federal and State laws, regulations and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP) and where approved by formal agreement amendment, the Seamless Summer Food Service Program (SSFSP). The SFA is required by law to retain responsibility for its Child Nutrition Program.

Certification and Validation – It is required that the FSMC be compliant with USDA Healthy, Hunger free Kids Act 2010 regulations which addresses requirements for meal pattern reimbursement. See below for specific meal pattern and regulatory requirements.

Smallwares – Non-disposable items utilized in the service of food.

Signature Authority - The SFA shall retain signature authority on the Child Nutrition Program Agreement, Free and Reduced Price Policy Statement and any and all claims made for reimbursement.

Specifications are written descriptions of what the purchaser requires and, consequently what a bidder must offer to be considered eligible for a bid award.

Special Food Service Functions requested by the SFA shall be provided at a firm price mutually agreeable to the contractor and SFA. The contractor and the SFA shall agree as to what portion of this cost is to be reimbursed to the contractor and what portion will be paid directly by the SFA. All cost related to special functions shall be submitted in an invoice that is separate from the monthly billing for Child Nutrition Program Services and shall not be considered when determining the number...
of meal equivalents for which the contractor will be paid a management fee or the performance of the contractor as it relates to compliance with the meal equivalent cost guarantee. No USDA commodities can be used for such functions. In addition, no food, labor, and supplies appropriated for the daily Child Nutrition programs may be used for these special food service functions.

**State Agency (SA)** is the AL Department of Education. The National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASSP), and Seamless Summer Food Service Program (SSFSP) are administered for the state through the Child Nutrition Section.

**Term of the Contract** is one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

**USDA** is the United States Department of Agriculture.

**USDA Commodity Processing** refers to items produced on Processing Contracts from USDA donated commodities. The FSMC must credit the SFA for the value of actual commodities and for commodities contained in processed end products that the FSMC obtains from a processor on behalf of the SFA, in accordance with SFA, in accordance with 7 CFR 250.51(a) regardless of the method of procurement. The specific method of crediting utilized, which may be by invoice reductions, refunds, or another means applied to the monthly invoice (in accordance with 250.51(b), must be indicated in the proposal/contract.

**USDA Commodities are Considered Received** when the foods arrive at the school cafeteria, or SFA or FSMC storage facility, in either raw form or in processed end products.

**USDA Commodity foods** (including both entitlement and bonus foods) must be credited to the recipient agency for the value of all commodity foods received for use in the SFA’s meal service in a school year or fiscal year.
SECTION IV
SPECIFIC REQUIREMENTS

A. The contract awarded as a result of this RFP shall be effective for the school year beginning July 1, and _____ ending June 30, ____. The contract may, at the discretion of the SFA, be renewed annually for up to four additional years.

B. The FSMC shall provide the following services:

1. The preparation and service of food to students, SFA employees and guests of the SFA, in accordance with the description of the menu style described in this RFP/Contract.

2. The collection of daily cash sales shall be in accord with the cash collection procedures of the SFA as described in the approved Free/Reduced Price Meal Policy and the daily collecting and counting of all meals served by category in accord with the Free/Reduced Price Meal Policy approved by the State Board of Education.

3. The maintenance of all records as needed by the SFA to support its claim for reimbursement; at a minimum, the FSMC shall report claim-related data to the SFA, promptly at the end of each month.

4. The retention of all records for a period of three years after the submission of the final Claim for Reimbursement for the fiscal year; if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the issues raised by the audit.

5. Modification of the approved counting mechanism as a result of a change in student eligibility status. The modification must be implemented a minimum of one day from the receipt of notice of change from the SFA’s designated determining official. An increase in eligibility status must be made within three operating days. A decrease in eligibility must be made within ten operating days. The SFA retains responsibility for ensuring, and monitoring on a regular basis, that the benefits issuance document used at the school level is accurate and provides a correct daily count of reimbursable meals served to eligible students.

6. The maintenance of the daily meal count report and documents to support the SFA’s claim for reimbursement.

7. The monthly consolidation of the school meal counts shall be prepared and certified to the SFA not later than three working days after the last service day of each month.

8. Shall comply with all regulations governing the uses of USDA commodities as prescribed in 7 CFR 250; shall record and report the value of USDA commodities to be used in crediting, or the actual values assigned, using the format and requirements prescribed by the Alabama State Department of Education.

9. Shall utilize the maximum amount of USDA commodities to the benefit of the nonprofit Child Nutrition program. The FSMC must respond to USDA food orders, as necessary, to take full advantage of the USDA commodities offered and shall ensure that all commodities received for use in the non-profit Child Nutrition Program, for the period specified in the Agreement between the SFA and the Alabama State Department of Education are used within the period specified by the SFA as either the school year or fiscal year.

10. Shall report the value of commodities, including processed commodities, to the SFA on a monthly basis. The commodity values are to be based on the values as reported by the Alabama State Department of Education at the time the SFA receives the commodities. No value or benefit of commodities shall accrue in any manner to the FSMC.
11. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.

12. Provision of a monthly listing by schools of the ending inventory for purchased food, supplies, and USDA commodities. Also a listing by schools of the total value received of USDA Commodities.

13. Provision of a monthly listing by schools that have breakfast as a percentage of the total labor, food, supplies and USDA commodities used in the breakfast program.

14. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the routine cleaning of cafeteria tables and chairs. The washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, grease filters and traps, light fixtures, window coverings, in the kitchen and storage areas used by the contractor, including the cleaning of floors and walls in these areas, and the wiping of tables and chairs in the dining areas between serving periods or as needed.

15. Placement of all garbage and trash in appropriate containers and place in the area designated by the SFA for later removal.

16. Responsibility for cleaning of all ducts and hoods above the filter line at a minimum of ___ times per year or as needed. Detachable filters will be cleaned weekly or as needed.

C. The SFA shall adhere to the following:

1. Adhere to the procurement standards specified in 7 CFR 210.21 throughout the solicitation and contract process.

2. Ensure that the Child Nutrition operation is in conformance with the SFA’s Agreement with the ALSDE/SBE.

3. Monitor the Child Nutrition operation through periodic on-site reviews and complete written reports detailing the findings of each review; submit an annual report to the SA describing the performance of the FSMC in the prior year; the report will be due annually to the SA on the first day of April each year.

4. Retain control of the quality, extent, and general nature of its Child Nutrition program and the prices to be charged for meals served to students.

5. Retain-signature authority on the annual Agreement with the SA/SBE, the free and reduced price policy statement and all claims submitted by the SFA.

6. Ensure that all USDA commodities received by the SFA and made available to the FSMC accrue only to the benefit of the SFA’s non-profit Child Nutrition Program and are fully utilized therein.

7. Ensure that all applicable health certifications are maintained and that all State and local regulations are being met by the FSMC.

8. Shall be accountable for the full value of commodities, including both entitlement and bonus items, issued to the SFA by the Food Distribution Division of the Alabama State Department of Education and shall be responsible for overseeing the process of planning, ordering, receiving, storing, inventorying, tracking, and utilization of USDA commodities.
9. Obtain written approval from the SA for Invitation for Bid and Request for Proposal before their issuance to a FSMC.

10. Submit all procurement documents, including responses submitted by potential contractors, to the SA upon request.

11. Obtain written approval of the Final Contract terms and conditions by the SA prior to obtaining signatures from the SFA or FSMC; the SFA acknowledges that the annual Agreement between the ALSDE/SBE will not be renewed until the Final Contract is approved by the SA.

12. Obtain written approval of all (if any) subsequent amendments to the original contract executed between the SFA and FSMC.

D. The FSMC will be paid on a per meal rate plus a management fee. Both the per meal rate and the management fee will be incorporated into the Maximum Allowable Cost of the Contract. All program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the Administrative or Management Fee. The same travel, lodging and expense reimbursement regulations, that apply to SFA personnel, shall apply to FSMC personnel. The following must be included in the management fees and may not be charged to any other expenses.

1. Personnel and Labor Relations and Services Visitation;
2. Legal Department Services;
3. Purchasing and Quality Control;
4. Technical Research;
5. Cost incurred in Hiring and Relocating FSMC Management personnel;
6. Dietetic Services (Administrative and Nutritional);
7. Recipe development, modification and the use of Test Kitchens;
8. Accounting and Accounting Procedures;
9. Tax Administration;
10. Technical Supervision;
11. FSMC Regional/Supervisory Personnel and Regular Inspections or Audit Personnel;
12. Teaching and Training Programs;
13. General Regional Support;
14. General National Headquarters Support;
15. Design Services;
16. Menu Development;
17. Information Technology and Support;
18. Payroll Documentation and Administrative Cost;
19. Personnel Advice;
20. Any and all travel related to all of the above items;

21. Other as determined by the SFA.

E. Menu System for Reimbursable School Breakfast. The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program. Each day the school operates, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following:

**Amount of Food Per Week (Minimum Per Day)**

<table>
<thead>
<tr>
<th>Food Group</th>
<th>Grades K – 5</th>
<th>Grades 6 – 8</th>
<th>Grades 9 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits (cups)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
</tr>
<tr>
<td>Grains (oz. equivalent)</td>
<td>7 – 10 ounces (1 ounce minimum per day)</td>
<td>8 – 10 ounces (1 ounce minimum per day)</td>
<td>9 – 10 ounces (1 ounce minimum per day)</td>
</tr>
<tr>
<td>and Meat/Meat Alternate*</td>
<td>*M/MA may be substituted for grains after the</td>
<td>*M/MA may be substituted for grains after the</td>
<td>*M/MA may be substituted for grains after the</td>
</tr>
<tr>
<td></td>
<td>minimum daily grains requirement is met.</td>
<td>minimum daily grains requirement is met.</td>
<td>minimum daily grains requirement is met.</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
</tr>
</tbody>
</table>

1. The minimum creditable serving of fruit and vegetables is 1/8 cup.

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

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

4. All grains offered must be whole grain-rich. Only two grain-based desserts are allowed at lunch per school week.

5. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). Milk must be pasteurized fluid milk that meets State standards.

6. Breakfast must be priced as unit in order to be claimed for reimbursement.

7. The FSMC must implement the Offer versus Serve (OvS) provision in accordance with the SFA’s annual agreement with the ALSDE/SBE. For breakfast, students are required to select a minimum of ½ cup serving of fruit (or vegetable if substituted). However, the FSMC must offer the full component amount. Under OvS, if the FSMC serves 4 food items (i.e. additional grain item or a meat/meat alternate), the student may decline one item. If the FSMC serves 3 food items, the student may not decline any items.

8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established
by the SFA. *A la Carte* items will comply with applicable Federal and State regulations.

9. Menus must be planned using the food based menu planning system and must comply with the grade groupings described above. Menus as planned must be offered and served to students. Substitutions of food items must be approved, in advance, by the SFA. The FMSC must provide written documentation to the SFA for any substitutions. Menus planned, offered and served must meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

**Other Specifications: Daily Amount Based On the Average for a 5-Day Week**

<table>
<thead>
<tr>
<th>Calorie Ranges</th>
<th>Minimum-maximum calorie</th>
<th>350-500 Calories</th>
<th>400-550 Calories</th>
<th>450-600 Calories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturated fat</td>
<td>(% of total calories)</td>
<td>&lt;10% of calories</td>
<td>&lt;10% of calories</td>
<td>&lt;10% of calories</td>
</tr>
<tr>
<td>Sodium (mg)</td>
<td></td>
<td>≤ 430 milligrams</td>
<td>≤ 470 milligrams</td>
<td>≤ 500 milligrams</td>
</tr>
<tr>
<td>Trans fat</td>
<td></td>
<td>Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values)

2. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fats, trans fat and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

3. Daily nutrition analyses must be provided by the FSMC to document that all reimbursable meals are planned, offered and served to students meet USDA requirements which are based on the 2005 Dietary Guidelines for Americans. The nutrition analysis of all reimbursable meals must be completed for duration of contract period.

**F. Menu System for Reimbursable School Lunch.** Each day the school operates, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, meals priced as a unit, which meet the meal component requirements prescribed by USDA. The SFA and FSMC shall actively promote and encourage maximum participation in the National School Lunch Program. Approved meals shall be offered throughout the serving periods as defined by the following:

**Amount of Food Per Week (Minimum Per Day)**

<table>
<thead>
<tr>
<th>Meal Pattern</th>
<th>Grades K-5</th>
<th>Grades 6 – 8</th>
<th>Grades 9 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruit (cups)</td>
<td>2 ½ cups (1/2 cup minimum per day)</td>
<td>2 ½ cups (1/2 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
</tr>
<tr>
<td>Vegetables (cups)</td>
<td>3 ¾ cups (3/4 cup minimum per day)</td>
<td>3 ¾ cups (3/4 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
</tr>
<tr>
<td>Component</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Dark Green</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red/Orange</td>
<td>¾ cup</td>
<td>¾ cup</td>
<td>1 ¼ cups</td>
</tr>
<tr>
<td>Beans/Peas</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>Starchy Vegetables</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
</tr>
<tr>
<td>Other Vegetables</td>
<td>½ cup</td>
<td>½ cup</td>
<td>¾ cup</td>
</tr>
<tr>
<td>Additional Vegetables to Reach Total</td>
<td>1 cup</td>
<td>1 cup</td>
<td>1 ½ cups</td>
</tr>
<tr>
<td>Grains (oz. equivalent)</td>
<td>8-9 oz (1 oz minimum per day)</td>
<td>8-10 oz (1 oz minimum per day)</td>
<td>10-12 oz (2 oz minimum per day)</td>
</tr>
<tr>
<td>Meats/Meat Alternates (oz. equivalent)</td>
<td>8-10 oz (1 oz minimum per day)</td>
<td>9-10 oz (1 oz minimum per day)</td>
<td>10-12 oz (2 oz minimum per day)</td>
</tr>
<tr>
<td>Fluid Milk (cups)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
<td>5 cups (1 cup minimum per day)</td>
</tr>
</tbody>
</table>

1. All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.

2. A daily serving of fruit is required. Fruits may be fresh, frozen without added sugar, canned in juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full strength juice. One-eighth cup of fruit or vegetables is the minimum creditable amount.

3. “Other Vegetables” may be met with any additional amounts from the dark green, red/orange and beans/peas (legumes) vegetable subgroups as defined in 7 CFR 210.10 (C)(2)(iii).

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

5. All grains offered must be whole grain-rich.

6. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). Milk must be pasteurized fluid milk that meets State standards.

7. Lunch must be priced as unit in order to be claimed for reimbursement.

8. The FSMC must implement the Offer versus Serve (OvS) provision in accordance with the SFA’s annual agreement with the ALSDE/SBE. For lunch, students are required to select a minimum of ½ cup serving of fruit or vegetable. However, the FSMC must offer the full component amount. Under OvS, if the FSMC serves 5 food items the student may decline up to 2 items.

9. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the
food offered and pay for them at the *A la Carte* (Supplemental Sales) price schedule established by the SFA. *A la Carte* items will comply with applicable Federal and State regulations.

10. Menus must be planned using the food based menu planning system and must comply with applicable Federal and State regulations. Menus as planned must be offered and served to students. Substitutions of food items must be approved, in advance, by the SFA. The FMSC must provide written documentation to the SFA for any substitutions. Menus planned, offered and served must meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

11. It is recommended that nutrition analyses are completed to document that all program meals are planned and served to meet the meal pattern requirements. This requirement will be in effect for the duration of the Contract.

12. Efforts to reduce salt, sugar, and fat content in all meals must be documented weekly. Fresh fruits and vegetables must be served at least three (3) times per week. The service of fresh fruits and vegetables must be documented.

13. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

**Other Specifications: Daily Amount Based On the Average for a 5-Day Week**

<table>
<thead>
<tr>
<th>Calorie Range</th>
<th>Minimum – maximum calories</th>
<th>550-650 calories</th>
<th>600-700 calories</th>
<th>750-850 calories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturated fat (%) of total calories</td>
<td>&lt;10 grams</td>
<td>&lt;10 grams</td>
<td>&lt;10 grams</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg)</td>
<td>≤ 640 milligrams</td>
<td>≤ 710 milligrams</td>
<td>≤ 740 milligrams</td>
<td></td>
</tr>
<tr>
<td>Trans fat</td>
<td>Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values)

2. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fats, trans fat and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.


**E. Menu System for Reimbursable School Breakfast.** The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program. Each day the school operates, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following:

1. A choice of two fruits or vegetables or full strength juices, including a Vitamin C source at least 3 times per week.
2. A choice of unflavored and flavored low fat and skim milk may be offered.

3. A choice of two breads and/or cereals shall be offered daily.

4. A (1) one ounce serving of meat/meat alternate shall be offered daily. (Any daily condiments to be offered shall be listed)

5. Daily nutrition analyses must be provided by the FSMC to document that all program meals are planned and served to meet the requirements of USDA’s School Meals Initiative which are based on the 2000 Dietary Guidelines for Americans. The nutrition analysis of all reimbursable meals must be completed for duration of contract period.

6. For the breakfast priced as unit to be claimed for reimbursement the student will be allowed to choose:
   - fruit, vegetable or juice,
   - a milk,
   - two servings of bread, or any combination of bread or cereal (bread alternate), or meat/meat alternate or any combination of bread, cereal or meat that results in the selection of two servings.

7. In order to offer a la carte food service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by the SFA. A la carte items will comply with applicable Federal and State regulations.

8. At the option of the SFA, a student may refuse one (1) of the four components offered at breakfast, if the school's approved policy indicates the Offer Versus Serve provision for the breakfast program.

9. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

F. Menu System for Reimbursable School Lunch. Daily the contractor shall make readily available to all students meals priced as a unit, which meet the meal component requirements prescribed by USDA. The school district and FSMC shall actively promote and encourage maximum participation in the National School Lunch Program. Approved meals shall be offered throughout the serving periods as defined by the following:

1. A minimum of one cold pre-plated lunch and/or salad that meets the USDA Federal meal pattern requirement.

2. A hot lunch which consists of:
   - a choice of two meat/meat alternates (may select one),
   - a choice of four fruits or vegetables (may select two to equal lunch requirement for fruit and/or vegetable),
• a minimum of one (1) serving of bread daily, with a minimum of eight (8) servings offered weekly.
• a choice of milk as specified under the Breakfast requirements (IV. 2.) (may select one), and
• a choice of additional foods to meet the caloric requirements of the specific age group (may select one).
• any daily condiments to be offered shall be listed.

Nutrition analyses to document that all program meals are planned and served to meet the School Meals Initiative will be required for the duration of the Contract.

3. At the option of the SFA, a student may refuse two (2) of the five (5) food items offered at lunch if the school is approved for the Offer versus Serve provision for the lunch program. Students must select at least a 1/2 cup serving of a fruit or vegetable component if Offer versus Serve is implemented.

4. Efforts to reduce salt, sugar, and fat content in all meals must be documented weekly. Fresh fruits and vegetables must be served ____ times a week. The service of fresh fruits and vegetables must be documented.

5. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than from this geographic area are not acceptable.

G. Meal System for Reimbursable After-School Snack Program. Daily the FSMC shall make readily available to all students participating in the after-school snack program the following:

1. A minimum of two items must be offered from the following four food components. Any combination of two of four items listed is acceptable with the exception of milk served with juice.

2. An after-school snack which consists of:
   • a choice of milk, fluid 1 cup (8 ounces)
   • a choice of one meat or meat alternate (1 ounce)
   • a choice of a fruit, or vegetable or full strength juice (3/4 cup)
   • a choice of 1 serving enriched grains/breads, (1 ounce or equivalent)

3. The quantities of food served shall be in accord with the Federal Meal Pattern requirements and the recommendations for the specific age groups as found in 7 CFR Parts 210 and 220.

H. Detailed product identifications and the USDA Food Buying Guide (revised May 1990) shall be the basis for determining the quality and adequacy of yield for all food items.

I. All breaded meat/meat alternate products served shall meet meal requirements as served and have a CN Label in order to protect the SFA against audits or overclaims.

J. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality.

K. The FSMC shall supply special diets to any students with disabilities as required for medical reasons when prescribed and approved in writing by a medical doctor for or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose disability restricts their diet and those non-disabled students who are unable to consume regular meals or snacks because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis.
only when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, United States Department of Agriculture. A record of special diets planned and served daily shall be maintained as required.

L. Should reimbursement for a meal be denied, or a claim for loss of USDA commodities be established against the SFA, as a result of an audit, review or for any other reason, the amount of the denied reimbursement (food loss, overclaim or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the SFA’s nonprofit school food service account.

The FSMC will not be responsible for an overclaim due to the determining official's incorrect classification of a free and reduced price meal application.

M. The SFA should describe in written detail all arrangements related to a la carte or any extra food sales. The SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA. The SFA will make all reasonable efforts to limit foods of little nutritional value.

N. Should the SFA require food service for special functions (see definition) such as banquets, etc. a firm price per meal shall be negotiated and confirmed in writing with the district official requesting the service.

O. The planned 21 day menu cycle provided by the SFA as shown in Appendix E shall be served for the first 21 days of the Contract without change. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet School Meals Initiative requirements, for approval from the SFA. Any and all alternate menus or menu items must be approved in writing two weeks prior to serving. FSMC must plan and provide written documentation to SFA for review that all menus are reimbursable, including all promotional specialty menus planned. FSMC must document that individual school’s advisory councils recommendations are used in menu planning.

P. The FSMC shall cooperate with the SFA to promoting nutrition education as a component of the SFA’s school food service program. Efforts to promote nutrition education with classroom instruction must be documented by the FSMC ______ times per month.

Q. The FSMC shall serve free and reduced price meals to all eligible children approved by the SFA and shall protect the anonymity of such children.

R. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied, such as the food away from home series of the Consumer Price Index (CPI). Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to the Alabama Department of Education, School Programs Section for review and approval. No price increase may be implemented under this provision without prior approval of ALSDE.

S. Any and all Contract revisions after signing shall be provided in writing to the SA by the SFA. Any additions or changes to the agreement that change or negate the mandatory portions of the contract as written will automatically invalidate the agreement.

T. The SFA will assign an employee of the SFA who has a minimum of three years of experience supervising/managing Child Nutrition Programs to monitor compliance of the contract. A progress report should be completed and provided monthly and should include as a minimum:
1. The efficiency and effectiveness of the contractors’ performance of the tasks specified in the contract.

2. The general quality of professional personnel utilized in the performance of the contract.

3. The conformance of the contractor with the cost provisions of the contract.

4. Other evaluation information pertinent to the contract and related factors; such as accurate records to support the claim for federal reimbursement, the utilization of USDA donated food, and any and all compliance issues.

5. Other as deemed necessary by the SFA or SA.

U. Responsibilities that must be retained by the SFA. The following are responsibilities that shall not be delegated when a SFA enters into a contract with a FSMC:

1. Signature authority on the application/agreement to participate in the NSLP, SBP, ASSP and SS) including the SFA’s free and reduced price policy statement;

2. Signature authority on the monthly Claim for Reimbursement.

3. Development, distribution, and collection of the parent letter and application for free and reduced price meals and free milk;

4. Determination of eligibility for free and reduced price meals and free milk and the conduct of any hearings related to such determinations;

5. Direct certification of students eligible for free meals based on data provided by state and/or local agencies;

6. Verification of applications for free and reduced price meals;

7. Control of the school food service account and overall financial responsibility for the Child Nutrition Programs;

8. Establishment of all program and non-program meal and A la Carte prices;

9. Retention of Title to United States Department of Agriculture (USDA) commodities and assurance that the FSMC has credited the SFA for the value of all donated foods received for use of the SFA’s food service in a school year, irrespective of the actual use of the foods. 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 commodities received for use in the SFA’s Child Nutrition Program, in the school or fiscal year, including the value of donated foods contained in processed end products.

10. Development of the 21-day cycle menu for the FSMC (RFP) proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service;

11. Monitoring responsibilities under program regulations;

12. Establishment and maintenance of an advisory board composed of parents, teachers and students to assist in menu planning.

13. Maintenance of applicable health certifications and assurance that all State and local regulations are being met by a FSMC preparing or serving meals at a school food authority facility;
14. Assurance that the maximum amount of USDA commodities are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit Child Nutrition Program;

15. Control of the quality, extent and general nature of its Child Nutrition Program;

16. Responsibility for ensuring compliance with the SFA’s local wellness policy (as mandated under the Healthy, Hunger-Free Kids Act of 2010);

17. Responsibility for ensuring resolution of program review and audit findings, and

18. Responsibility for all contractual agreements entered into in connection with the Child Nutrition Programs, including the legally-binding annual Agreement between the school district and the Alabama State Board of Education.

V. Any silence, absence or omission from the contract specification concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.

W. Revenue can be used only for the SFA's nonprofit Child Nutrition Program and cannot accrue to the FSMC. All revenue and any expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not billed to the SFA cannot be recorded as expenses to the Child Nutrition Program account. Control over the Child Nutrition Program account must be retained by the SFA.
SECTION V.
STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

1. The FSMC shall operate the SFA’s Child Nutrition Program for the benefit of the school districts’ students, faculty, staff and guests. The FSMC shall operate the Child Nutrition Program in accordance with state and federal laws governing the operation of a non-profit Child Nutrition Program. Federal regulations found in 7 CFR Parts 210, 220, 245, 250 and 3016, USDA issued guidance, FNS instructions and policy memoranda issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; and policies of the State of Alabama, Department of Education, School Programs Section. The FSMC shall operate in conformance with the SFA’s Agreement with the State Board of Education.

2. The duration of the Contract shall be for a period of up to one year, beginning on July 1, 20__ and ending on June 30, 20__, with a maximum of four (4) 1-year renewals contingent upon the mutual agreement between the SFA and FSMC. Renewals or extensions of the contract are also contingent upon the FSMC’s fulfillment of the contract provisions contained herein, including those provisions related to commodities.

3. The SFA shall be legally responsible for the SFA’s nonprofit Child Nutrition Program and shall supervise the food management operations in such manner as will ensure compliance with the rules and regulations described in Item A (1). The SFA shall conduct monthly performance, accountability, and other reviews and as required by State and Federal regulations and guidelines as well as periodic on-site reviews to include: inspection of food and supplies received, food preparation, storage and service areas, food production and meal service and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by the SA.

4. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this RFP (Appendix A) for the National School Lunch Program, School Breakfast Program and After School Snack Program, if applicable.

5. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA.

6. All income accruing as a result of payments by children and adults, federal and state reimbursements, commodities and all other income from sources such as donations, special functions, a la carte sales, contract or catered meals, proceeds from the sale of food service equipment, interest payments and other sources related to the Child Nutrition Program shall be deposited in the SFA’s nonprofit Child Nutrition Program account. Any profit or guaranteed return shall remain in the SFA’s nonprofit Child Nutrition Program account. 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 the USDA Regulations 7 CFR 210.16 (c) and 7 CFR 3016.
7. The SFA shall retain control of the SFA’s nonprofit Child Nutrition Program account and shall assume overall financial responsibility for the Child Nutrition Program.

8. The SFA shall monitor the Child Nutrition Program to ensure that both parties (FSMC and SFA) comply with the Contract. Periodic on-site reviews shall be conducted by the SFA to ensure that the program is in conformance with all Federal, State and local regulations, laws, and procedures. The SFA will conduct an on-site review of each school to observe the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8. Authorized representatives of the SFA, the State Agency and USDA shall have the right to conduct unannounced, on-site administrative reviews of the Child Nutrition Program, including the inspection of all records and supporting documentation associated with the Child Nutrition Program.

B. Signature and Approval Authority

1. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and monthly claim for reimbursement.

2. The preparation of the annual application for Federal/State funds and the Agreement with the State Board of Education, Alabama Department of Education, for operation of the National School Lunch Program, School Breakfast Program, and After School Snack Program shall be the responsibility of the SFA.

3. The preparation of the application to receive USDA Commodities shall be the responsibility of the SFA. The agreement signed between the Alabama State Department of Education, Food Distribution Division, and the SFA to receive commodities shall become part of the contract.

4. Any agreement between the SFA and a state or local Social Services Agency for the purpose of sharing confidential information about a student’s ability to participate in any other federally-funded food assistance program shall be approved and signed by an official of the SFA.

5. The FSMC agrees that all products, records, data, marketing materials, logos, emblems, recipes and other discoveries inventions which arise or are developed under this contract shall remain the property of the SFA upon termination of the contract. Any items, tangible or intangible, that are developed under the contract for which a patent or copyright is requested and/or received, shall remain the property of the SFA upon termination of the contract.

C. Free and Reduced-Price Meal Policy

1. The preparation of the annual Free/Reduced Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the FSMC. The SFA shall ensure that the nonprofit Child Nutrition Program is in conformance with the school district’s approved Free and Reduced Price Policy. The FSMC shall operate in compliance with the LEA’s Free and Reduced Price Meal Policy.

2. The SFA shall be responsible for the development, distribution and collection of parent letters and application for free and reduced price meals. The SFA shall also be
responsible for ensuring that student’s confidential meal eligibility status is disclosed only to individuals eligible under the law to receive it.

3. Approval of Free/Reduced Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA and for directly certifying students for the program. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to determinations regarding eligibility for free or reduced-price meals.

4. The FSMC shall implement an accurate point of service count using the counting system submitted by the SFA in its Agreement to participate in the NSLP. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students and must be approved by the SA.

D. USDA Commodities

1. Any USDA commodity foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA’s nonprofit Child Nutrition Program. The SFA must retain the title to all USDA commodities at all times, and at no time, shall the ownership of commodities be transferred to the FSMC or other entity. The SFA shall assure the maximum amount of USDA commodity foods are received and utilized by the FSMC. The FSMC will use all USDA commodities issued to the SFA, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA commodity foods, in the SFA’s Child Nutrition Program. The FSMC shall maintain adequate storage, inventory and control of such commodity foods to ensure that its use is in conformance with the SFA’s agreement with the NCDA&CS, Food Distribution Division. The FSMC shall comply with all provisions of 7 CFR 250 concerning the responsibilities of FSMCs in the crediting, receipt, storage, use, reporting and where instructed by the SFA, the disposal of USDA commodity foods. The SFA shall ensure that any and all activities relating to commodities for which the FSMC shall be responsible are consistent with the provisions of & CFR 250.50(d),

2. The FSMC shall report and/or credit the value of commodity received, monthly and annually, to the SFA. The FSMC must give credit to the SFA on a monthly basis for all commodities received in the previous month. The value of these commodities will be determined by the Food Distribution Division of the Alabama State Department of Education.

3. The FSMC must provide adequate documentation to the SFA to ensure that commodities, including entitlement and bonus commodities, and commodities contained in processed end products, received for use in the SFA’s Child Nutrition Program from the period of July 1, _____ – June 30, _____ were specifically used in the SFA’s Child Nutrition Program during this period. Any and all activities related to USDA commodities for which the FSMC will be responsible, shall be in accordance with 7 CFR 250.50(d), and written assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250 will be provided to the SFA on an annual basis.

4. The FSMC must use all commodities and processed end products in inventory carried over from any previous contract in the SFA’s Child Nutrition Program, unless the SFA determines, and documents, in writing to the SA, that such foods are out-of-condition, in which case they must not be used. The SFA must ensure that the FSMC reports the value of any additional credit for any commodities not accounted for in the fixed price per meal contract, and any
commodities that are not made available until later in the school year.

5. The liability for the proper use of the commodities will be the responsibility of the FSMC. The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of commodity foods. Failure by the FSMC to maintain records under the Contract shall be considered factual evidence of improper distribution or loss of commodities. The SFA is responsible for obtaining restitution from the FSMC in connection with any claim for improper use or loss of, or damage to commodity foods. The FSMC will maintain all records to document its compliance with requirements relating to USDA commodities, in accordance with 7 CFR 250.54(b).

6. The FSMC must guarantee, in writing to the SFA, that commodity ground beef and ground pork and processed end products are used in the SFA’s Child Nutrition Program without substitution. Further the FSMC must document, in writing to the SFA, that any items substituted for commodities issued by the Alabama State Department of Education (excluding ground beef and ground pork) or commercial substitutes are of the same generic identity, of U.S. origin, and of equal or better quality than the commodities issued to the SFA. Upon termination of the contract, the FSMC must return all unused commodity ground beef, ground pork, and processed end products, and must, at the SFA’s discretion, return other unused donated foods.

7. The FSMC shall not enter into processing contracts with a processor on behalf of the SFA; only the SFA may enter into commodity processing contracts. If however, the FSMC acts as an intermediary between the processor and the SFA in receiving processed products from the processor, the FSMC must report and/or be accountable to the SFA for the value of processed products upon receipt; specifically, the FSMC must account for and report the commodity value in end products procured by the SFA in accordance with the processing requirements in Subpart C of Part 250. The procurement of processed end products will comply with subpart C of 7 CFR part 250 and with the provisions of the Alabama State Department of Education, Food Distribution Division’s processing agreements, and will ensure reporting and/or crediting of the SFA’s Child Nutrition Program for the value of commodities contained in such end products at the processing agreement value;

8. The FSMC and SFA will maintain records to document its compliance with requirements related to commodities in accordance with 7 CFR 250.54(b).

9. The SFA, Alabama State Department of Education, USDA, the Comptroller General or their duly authorized representatives may perform onsite reviews of the FSMC’s Child Nutrition Program, including a review of facilities and records to ensure compliance with the requirements for the management and use of USDA commodities. The FSMC shall have all records available to substantiate that the full value of all USDA commodity foods is used solely for the benefit of the SFA.

10. Extensions or renewals of the Contract, if applicable, shall be contingent upon the fulfillment of all statutory provisions relating to USDA commodities.

E. Operations

1. The FSMC, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA:

   (a) Meals, priced as a unit, which meet the meal component requirements prescribed by USDA. The SFA and FSMC will actively promote maximum participation in the National School Lunch and Breakfast Programs.
(b) Such other food as may be agreed upon by FSMC and SFA. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. A la carte offerings will comply with applicable Federal and State regulations.

2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Appendix E) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.

3. The FSMC shall make recommendations to the SFA regarding the Child Nutrition Program and the prices to be charged for meals and snacks; however the SFA will retain control over the quality, extent and general nature of its Child Nutrition Program and shall have the right and responsibility to make the final decisions regarding such matters as choice of food vendors and menu items available in the Child Nutrition Program.

4. The FSMC shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA’s efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The FSMC shall promote nutrition education aspects of the SFA’s Child Nutrition Program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and Federal, State and local programs. The FSMC shall further promote the nutritional aspects of the school meal programs by the types of foods they serve as part of the program meals, as well as A la Carte and vending sales.

5. The FSMC shall supply foods required for students for whom special diets have been prescribed by a medical doctor or other recognized medical authority. The FSMC shall seek assistance from a Registered Dietitian to translate the diet prescription into actual foods to be available to the student.

6. The FSMC shall cooperate with the SFA in the utilization of an Advisory Board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the Advisory Board at least quarterly and will document the proceedings and outcomes of the meetings.

7. The SFA may request the FSMC to provide additional food services; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events. No foods shall be sold in competition with the SFA’s breakfast or lunch program.

8. Upon the SFA’s request, the FSMC shall provide catered events at times and prices mutually agreed upon by the SFA and FSMC. Catered events will include any meal function that is not associated with the SFA’s nonprofit food service program such as banquets, luncheons, breakfasts or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing.

9. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service; that do not meet the specifications developed by the school district; or that do not otherwise meet the requirements of this Agreement; provided, however, that no deduction shall be made unless the SFA shall give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deductions. In
addition, meals dropped by the students shall be replaced at no cost to the students.

F. Facilities, Equipment and Inventory

1. The SFA shall make available to the FSMC suitable facilities, completely equipped and ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this Agreement. The FSMC agrees to utilize the SFA owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with Health Regulations of the State.

2. Records of equipment depreciation will be maintained, and recorded in the appropriate reporting system. The SFA shall have full access to the food service facilities at all times. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.

3. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and expense of the FSMC.

4. The preparation of food off the SFA premises for service to students in the school district shall be prohibited without prior approval in writing by the SFA. Should such approval be acquired, the FSMC shall have State and local environmental health inspection and certification for any facility outside the district in which it shall prepare meals for use in the SFA, and shall maintain such health certification for the duration of this Agreement.

5. The SFA shall provide and maintain an adequate inventory of smallwares, expendable equipment and cash registers. All smallwares and small expendable equipment and cash registers shall remain the property of the SFA.

6. The FSMC shall invest no more than ________________ dollars in equipment to operate the nonprofit Child Nutrition Program. All equipment purchased pursuant to this provision will be titled to and remain the property of the SFA. The equipment purchased and titled to the SFA by the FSMC shall be amortized on a straight line basis over five years. Such amortization shall be included in the calculation of the Total Food Service Cost during the term of this Agreement and any subsequent renewal terms between these parties until fully amortized.

7. If the Contract expires prior to the full amortization of the equipment, the SFA shall reimburse FSMC for the unamortized portion not to exceed ____________ dollars. The remaining ____________ dollars will be for proprietary equipment, signage and smallwares that will remain with the FSMC. The FSMC will provide the SFA with actual receipts for the purchase of all equipment subject to amortization and an amortization table will be added to the Agreement containing the actual price of all equipment at purchase and the date of purchase. The SFA will reimburse FSMC for the unamortized portion of the equipment within 60 days of the expiration of the Contract. This provision shall survive expiration of the Contract.

8. All equipment and/or fixtures added by the FSMC during the term of the Contract will become
the property of the SFA. Fixtures for the purpose of this Contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples: include but are not limited to counters, islands, stove, ovens sinks, service stations which cannot be removed without damaging the floor, etc).

9. The SFA shall retain the right to rent any SFA owned food service facility to outside groups during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require that a member(s) of the Child Nutrition Program staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental.

10. At the time of Contract signing, the SFA and FSMC shall jointly inventory all equipment, commodities, food and non-food related supplies to be utilized in the SFA’s nonprofit Child Nutrition Program (Appendix K). A summary of such inventory shall become part of the Agreement. The SFA represents and warrants that all SFA food and supplies inventories, including commodities, existing at the commencement of operations hereunder are usable and shall meet the FSMC’s menu requirements. In addition, at the commencement of operations, the FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory.

11. During the course of this Agreement, the title to all SFA food, equipment and supplies shall remain in the SFA. At the termination of this Agreement, the FSMC and SFA shall jointly undertake a closing inventory of all food, equipment and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against the FSMC’s final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to the FSMC’s final billing as a Direct Cost.

G. Regulatory Compliance

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

2. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).

3. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate not less than 1 ½ times the base rate of pay.
for all hours worked in excess of 40 hours in any workweek.


5. The FSMC shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, “Civil Rights Compliance and Enforcement in School Nutrition Programs”.

6. The FSMC shall comply with the “Buy American” provision for contracts that involve the purchase of food as per USDA Regulation 7 CFR Part 250.

7. The FSMC shall comply with the provisions of the Consumer Product Safety Act.

8. The FSMC shall complete and sign the Certification of Independent Price Determination form, Certification Regarding Debarment, Certification Regarding Drug-free Workplace, Suspension, Ineligibility, and Voluntary Exclusion form and Disclosure Form to Report Lobbying and shall include these documents as part of the Agreement. (See Attachments O).

9. The FSMC acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. The FSMC shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on SFA property or at SFA events. The FSMC shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. SFA reserves the right to prohibit any individual employee of Provider from providing services on SFA property or at SFA events if SFA determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

10. The FSMC shall abide by all applicable State and Federal laws when providing services under this contract.
H. Records and Record-keeping

1. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement of the daily number of meals served by category. These meal counts must be reported daily. The FSMC will maintain all additional records and reports required under the National School Lunch, Breakfast and After School Snack Programs (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA within ten (10) days following the end of each month of operation.

2. The FSMC must retain revenue records broken down by source, type and category of all meal service (a la carte sales, reduced price and full price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and School Breakfast Program. All records maintained to report the value of commodities and processed end products received from, or on behalf of the SFA, for use in the SFA’s Child Nutrition Program must be maintained; further documentation that the FSMC has accurately and regularly credited the SFA for the value of all commodities received in the fiscal year and the value of commodities contained in processed end products must be maintained. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.

3. All records of the FSMC pertaining to the SFA’s Child Nutrition Program shall be made available to representatives of the SFA, the SA, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC’s offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon Contract termination.

4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA’s nonprofit Child Nutrition Program.

5. The SFA shall provide a written report of the performance of the FSMC during the contract period from July 1 – March 15; the report shall be due to the SA on the first day of April annually.

I. Personnel

1. The FSMC shall employ an on-site, full-time Child Nutrition management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA’s Child Nutrition Program. Salary, benefit and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC’s site manager. The SFA shall furnish an office and any standard office equipment to support the Child Nutrition management position.

2. All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA’s premises.

3. The SFA will retain all employees currently on the SFA’s payroll. As employees of the SFA leave employment or are reassigned, they may be replaced with employees of the FSMC.
Employees of the SFA assigned to Child Nutrition Program duties will be entitled to all salary and benefits applicable to state employees in their respective positions as determined by the SFA. Employees hired by the FSMC to replace SFA employees who leave employment or are reassigned to non-Child Nutrition Program duties, are subject to such salary and benefits as the FSMC provides. The SFA shall employ sufficient staff to complete all non-delegable duties as an expense to the SFA's nonprofit Child Nutrition Program budget.

4. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory Child Nutrition Program employees; provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of compensation and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the FSMC.

5. The FSMC shall be responsible for training personnel, including SFA-employed supervisory and non-supervisory Child Nutrition Program employees. All SFA and FSMC personnel assigned to the Child Nutrition Program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site’s Child Nutrition Program. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. A minimum of ten (10) hours of training must be provided and documented for all SFA employees on a yearly basis.

6. The SFA shall maintain accurate, timely and detailed records of personnel and other payroll costs for employees assigned to the Child Nutrition Program, and shall grant FSMC access, during regular business hours, to such books and records except as protected by State law.

7. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state or local law or regulation with respect to its personnel providing services hereunder.

8. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by labor regulations (41 CFR Part 60). Neither the SFA nor the FSMC shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to duty in the SFA’s Child Nutrition Program. The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable Federal, State and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.

9. The FSMC shall comply with provisions of the Fair Labor Standards Act; provisions of the Occupational Safety and Health Act and the standards and regulations issued thereafter. The FSMC shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours and conditions of employment. The FSMC shall employ a substitute Child
Nutrition Program employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.

10. The FSMC shall provide Worker’s Compensation coverage for its employees.

11. The SFA may request in writing the removal of an employee of the FSMC who conducts himself/herself in a manner that is detrimental to the physical, mental or moral well being of students or school personnel. The FSMC shall immediately restructure staff in order to avoid a disruption of service. The SFA shall not be liable for the personnel actions of the FSMC.

12. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable Federal, State and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker’s compensation costs and shall file all required documents and forms.

13. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

14. The FSMC shall require all of its employees assigned to duty on the SFA’s premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the SFA’s Human Resources Department upon request. The cost of such examinations shall be a Direct Cost. The FSMC will test its employees for drugs and alcohol and perform criminal record checks as required by the RFP. The FSMC will not place in any SFA owned site any employee of the FSMC who has tested positive for controlled substances in violation of District’s Drug Free Workplace policy or any employee that has been convicted of, pled guilty or no contest to or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude or violent behavior of any kind.

15. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of Alabama during the last 10 years, the criminal record checks shall extend beyond AL to include each county/state the person has lived in for the last 10 years. All criminal record checks must be provided to the SFA upon request.

16. The FSMC must conduct drug testing prior to hiring employees who will perform services at SFA sites. Applicants that fail the drug test may not be hired to perform services at SFA sites. The results of drug tests must be available to the SFA upon request.

17. The FSMC will not place in any SFA owned site any employee of the FSMC who has tested positive for controlled substances in violation of the SFA’s Drug Free Workplace Policy or any employee that has been convicted of, pled guilty or no contest to or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude or violent behavior of any kind.
J. Procurement (if the district plans to procure its own food, this section must be amended)

1. The FSMC, as an authorized agent of the SFA, shall assist the SFA in purchasing all food. **All purchases shall be made by the SFA and shall be used solely in the SFA’s nonprofit Child Nutrition Program.** All food and related supplies purchased by the SFA shall be kept separate and apart and the title thereto shall remain in the SFA at all times. All such purchases shall be made in the name of the SFA. The FSMC will credit all rebates, bonuses, trade discounts and other procurement benefits to the SFA’s nonprofit Child Nutrition Program.

2. The FSMC must follow the procurement regulations as described in 7 CFR Part 3016. The FSMC and SFA shall establish a written Procurement Plan that describes the SFA’s procedures for the acquisition of food, supplies, services and equipment in accordance with Federal, State and local laws. The Procurement Plan must include a system that enables each school site to confirm that food, supplies, services and equipment that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA’s Contract Official approves an appropriate bid process to be followed to assure free and open competition according to 7 CFR 3016.

3. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.

4. If the effective dates of any procurement contract that should be signed as a result of this RFP extend beyond the current State or Federal fiscal year, the contract will be conditional upon the availability and receipt of Federal, State and/or local funds.

5. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, the State Agency, the State Attorney General, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request. In the event of termination of the contractual agreement prior to the expiration of the records retention period specified in this RFP, copies of the procurement records supporting documentation shall be provided to the SFA.

6. The FSMC shall be responsible for securing bids for milk, ice cream, bread and vending products. The FSMC shall be responsible for recommending purchasing standards and specifications to bring about the best quality and price for the SFA’s nonprofit Child Nutrition Program. The grade, purchase unit, style, weight, ingredients, formulations, etc. approved by the SFA shall be complied with by the FSMC.

7. The FSMC shall be responsible for recommending purchasing standards and specifications for all other purchases to bring about the best quality and price for the SFA’s nonprofit Child Nutrition Program. The grade, purchase unit, style, weight, ingredients, formulations, etc. approved by the SFA shall be complied with by the FSMC.

K. Accounting Practices, Revenues and Receipts

1. All Federal and State reimbursements and cash receipts shall be utilized solely in the SFA’s nonprofit Child Nutrition Program or for the improvement of such Child Nutrition Program. All
Cash receipts shall be turned over to the SFA for deposit in the district's nonprofit Child Nutrition Program account. The SFA represents and warrants that all financial and operating information provided by the SFA to the FSMC is true, complete and correct and presents fairly and accurately all items of revenue and expense of the SFA's non-profit Child Nutrition Program to be managed by the FSMC.

2. The FSMC shall submit operating statements to the SFA each month. The SFA, at the SFAs's expense, shall have the right to audit all operating statements. All books and records relating to the operation of the Child Nutrition Program shall be made available, as required by State and Federal Regulations, for inspection and audit by the SFA, State or Federal auditors.

3. The FSMC must credit the SFA for the value of donated foods including those contained in end products that the FSMC procures from a processor on behalf of the SFA. Such credits will be applied monthly, if applicable, to the invoice submitted by the FSMC to the SFA. The commodity value credited on the monthly invoice should match the commodity value provided by the Alabama Department of Education. The credit shall be in the form of an invoice reduction to reflect the total value of commodities used by the SFA during the invoice period.

4. Within twenty (20) days after the end of each Accounting Period, the FSMC will submit to the SFA an invoice for the SFA’s financial obligation for such accounting period. All invoices for services shall be paid ten (10) days after the receipt of correct invoice. The invoices shall be presented by the third working day and shall cover all services for the previous calendar month. Within thirty (30) days following the end of the current year, the FSMC shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.

5. All invoices presented for payment that are not paid within 30 days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the school district’s General Fund. Payment of late fees or other penalties, from the SFA’s nonprofit Child Nutrition Program account are not allowable.

7. The FSMC must have an audit performed by an independent audit firm engaged by the FSMC. The audit must report on the FSMC's control, structure, policies and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the FSMC to provide the required audit will result in non-renewal of the Agreement between the SFA and FSMC.

L. Guarantees (This section is to be modified by the district’s legal counsel.)

1. The FSMC guarantees revenues in excess of expenditures to the SFA in the amount stated in this contract. The revenues in excess of expenditures shall be determined by the annual independent audit conducted by the audit firm contracted with by the SFA. The revenues in excess of expenditures shall be based on all revenues and expenses set forth in Exhibit B, the “Child Nutrition Program Budget” and any other necessary revenues or expenses generated or incurred in the operation of the SFA’s nonprofit Child Nutrition Program. In the event that the actual revenues in excess of expenditures (total revenue from all sources less Total Food Service Cost, including the management fee described in Attachment C, Meal Equivalency Table) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within 30 days of the determination by the SFA of the amount of the shortfall.

2. All expenditures directly or indirectly associated or necessary to provide the SFA with Child
Nutrition Program services shall be considered a direct expense to the program budget and included in the revenues in excess of expenditures statement for purposes of determining guaranteed results.

3. All information relating to the SFA’s nonprofit Child Nutrition Program budget, revenues and expenses included in this RFP/Contract is provided for FSMC planning purposes. The SFA budget, revenues and expense are subject to change for future years based on market conditions.

M. Licenses, Fees and Taxes

1. The FSMC shall obtain and post all Federal, State and local licenses, permits and other documents required by Federal, State or local law to operate a nonprofit Child Nutrition Program.

2. 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. The extent of responsibility is designated in the Cost Responsibility Detail Sheet shown in Appendix N.

N. Insurance

1. The FSMC is required to be insured adequately to support the terms of the Contract. The FSMC shall maintain the insurance coverage set forth in this Agreement provided by insurance companies authorized to do business in the State of Alabama. A Certificate of Insurance of the FSMC’s insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award.

2. 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 contractors liability coverage and personal injury. Minimum coverage shall be $1,000,000 per incident/per person.

3. The FSMC agrees to provide automobile liability insurance with the minimum coverage of $1,000,000 combined single limit.

4. The FSMC agrees to provide worker’s compensation insurance as statutorily required by law, including employee liability coverage up to $1,000,000.

5. 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.

6. The FSMC agrees to name the SFA as an additional insured for services performed under the terms and conditions of the contract.

7. A Certificate of Insurance evidencing all coverage requested is required before work
commences under the terms of this contract. All insurance required as a result of a response to this RFP shall provide for notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.

O. Proprietary Information

1. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC’s business or the business of any affiliate of FSMC. These materials shall be the property of the FSMC.

2. The SFA shall not disclose any of the FSMC’s proprietary information or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement.

3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature and materials used by the FSMC on the SFA’s premises in connection with the Child Nutrition Program provided by FSMC under this Agreement shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA’s Child Nutrition Program.

4. Upon termination of the Agreement, all use of trademarks, service marks and logos owned by the FSMC or licensed to FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.

5. The FSMC acknowledges that during the course of this Agreement, the FSMC shall have access to business systems, techniques and methods of operation developed at great expense by the SFA the FSMC recognized to be unique assets of the SFA’s business. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

P. Term and Termination (To be completed by the SFA’s School Board Attorney)

1. This Contract between the FSMC and SFA shall remain in force for one (1) year unless sooner terminated as herein provided. The Contract may be canceled by either party for cause with a sixty (60) day written notice. Options for yearly renewals may not exceed four (4) additional years. The FSMC’s allowance for its Management Fee and the charge per meal may be reconsidered on an annual basis. The Maximum Allowable Cost for All Meals and Services (see Attachment B), which includes the charge per meal and the management fee, may be reconsidered on an annual basis. The Maximum Allowable Cost for Meals and Services shall not exceed the most current annual Consumer Price Index, Cost of Meals Away from Home.

2. If, through any cause, the FSMC shall fail to fulfill in a timely and proper manner the obligations under this agreement, the SFA shall thereupon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof. Administrative,
contractual or legal remedies, in instances where the FSMC violates or breaches the terms and conditions of the Contract, shall be as follow:

SFA’s School Board Attorney shall complete this section to determine the financial sanction that shall be imposed on the FSMC should there be a violation or breach of Contract terms.

3. In the event of default on the Contract, the FSMC shall pay to the School District the amount of the performance or surety bond.

4. If either party shall fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the agreement by giving thirty (30) days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuance of the FSMC’s inability or failure to perform.

5. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the Agreement, except for payments of monies owed, if the party’s failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike of other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a “Force Majeure.”

6. In the event of a Force Majeure, which interferes with the operation of the SFAs Child Nutrition Program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA’s total Child Nutrition Program costs.

7. In the event that the FSMC is not able to perform under this contract due to events beyond the reasonable control of the management company, i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God, the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA’s Child Nutrition Program.

8. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

9. The SFA agrees that if, upon being advised in writing by the FSMC that the management company’s services are not returning a fair and equitable profit, the school district and management fail to effectuate new financial arrangements within thirty (30) days which rectify this problem, this agreement may thereupon be terminated by the management by giving sixty (60) days written notice to the SFA.

10. In the event of a change in the funding from Federal and/or State sources, the SFA reserves the right to cancel the contract in total or modify the terms and conditions as necessary.
11. The SFA may terminate this contract for breach/neglect as determined by school district when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by contract, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to school district, or failure to comply with Federal and State regulations and any other areas deemed pertinent by the SFA. The SFA is the responsible authority without recourse to FNS for the settlement and satisfaction of all contractual and administrative issues arising for the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

12. Upon the termination or expiration of the Agreement, the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premise occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA, pursuant to this contract, in the same condition as when originally made available to the management company, excepting reasonable wear and tear and fire and other casualty loss.

13. This Contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama. The place of this contract, its suits and forum shall be Alabama, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

Q. Additional Conditions

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an addendum to the RFP no less than ten (10) calendar days prior to proposal opening.

2. By entering a response to this RFP, the FSMC certifies that the corporation, firm or person is submitting a proposal/bid for the same materials, supplies, equipment or services as specified in the RFP. The FSMC certifies that the proposal/bid is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

3. Conflicts of interest, gratuities and kickbacks or other inducements are prohibited. Any employee or any official of the School District or School Board, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with State and/or Federal laws.

4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.

5. The SFA reserves the right to accept and/or reject any and all proposals/bids in the best interest of the School District. The FSMC agrees that only a “cost plus fixed fee” agreement will be acceptable. Proposals that are submitted based on a “cost-plus-a-percentage-of-cost” or “cost-plus-a percentage-of-income” basis are prohibited and will not be accepted.
6. Final acceptance of any Contract as a result of response to this RFP shall be subject to approval by the School Programs Section of the Alabama Department of Education on behalf of the State Board of Education. The RFP becomes the official Contract when approved, awarded and officially signed.
LIST OF APPENDICES

The following information/documents shall be provided by the SFA to the FSMC as part of the RFP.

Appendix A, A-1 List of schools and a description of each, including ADM, ADP and student eligibility by category and current meal prices

Appendix B School Calendar, including meal service days, teacher work days, required in-service training, etc.

Appendix C SFA’s Child Nutrition Program Employees, including salary, benefits, etc.

Appendix D SFA’s Personnel Policies and Procedures

Appendix E Twenty-one (21) Day Menu Cycle for Breakfast and Lunch Programs (prepared by SFA)

Appendix F USDA Donated Commodities including record of USDA Commodities used, monthly ending inventories by school, total value of USDA Commodities by school

Appendix G A la Carte (Supplemental Sales) Food Items and Special Sales Revenue by School

Appendix H Minimum Food Specifications

Appendix I Purchased Food and Supplies (Ending Inventories by School)

Appendix J Monthly Breakfast Labor, Purchased Food, and USDA Commodities by School

Appendix K School Inventory List (including miscellaneous kitchen items; to be certified as correct by an authorized representative of both parties)

Appendix L Special functions planned and served by SFA previous year

Appendix M Other as indicated by the SFA

Appendix N Cost Responsibility Detail Sheet

Appendix O Written responses to questions from potential contractors
# Appendix A

## LIST OF SCHOOLS/DESCRIPTION
(To be completed by the SFA)

<table>
<thead>
<tr>
<th>Site or School</th>
<th>Address</th>
<th>Grade Levels</th>
<th>ADM</th>
<th>ADP</th>
<th>Beginning and Ending Times of Meal Service</th>
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## LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

### LUNCH PROGRAM
(To be completed by SFA)

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<th>Site or School</th>
<th>Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)</th>
<th>Selling Price ($)</th>
<th>All cash sales except reimbursable lunches (i.e., catered meals, a la carte, catering, vending machines, and concessions [if applicable])</th>
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<td>Full-Price</td>
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_appendix a-1_
SCHOOL CALENDAR
INCLUDING MEAL SERVICE DAYS, TEACHER WORK DAYS,
REQUIRED IN-SERVICE TRAINING, ETC…
SFAs Child Nutrition Program Employees

(To be completed by the SFA for SFA employees.
List Annual Cost for the Year _______ - _______)

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<th>Employee Name</th>
<th>Salary</th>
<th>FICA</th>
<th>Medical</th>
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Appendix D

SFA’S PERSONAL POLICIES AND PROCEDURES
21-DAY MENU CYCLE FOR BREAKFAST AND LUNCH PROGRAMS
(PREPARED BY SFA)
USDA FOODS
INCLUDING RECORD OF USDA FOODS (COMMODITIES) USED, MONTHLY ENDING
INVENTORIES BY SCHOOL, TOTAL VALUE OF USDA COMMODITIES BY SCHOOL
A LA CARTE (SUPPLEMENTAL SALES) FOOD ITEMS
AND SPECIAL SALES REVENUE BY SCHOOL
MINIMUM FOOD SPECIFICATIONS

Must Meet the Following Minimum Food Specifications

Meats/Seafoods: All meets, meat products, poultry, poultry products, and fish shall be government inspected.

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

Dairy Products: All dairy products shall be government inspected.

- Fresh eggs, USDA Grade A or equivalent
- Frozen eggs, USDA inspected
- Milk pasteurized Grade A

Fruits and Vegetables

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

Baked Products

- Breads, 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.

NOTE: Where vendors are available, all reasonable efforts will be made to bid all bread and milk locally to ensure highest quality for lowest cost.
PURCHASED FOOD AND SUPPLIES
(ENDING INVENTORIES BY SCHOOL)
MONTHLY BREAKFAST LABOR, PURCHASED FOOD, AND USDA COMMODITIES BY SCHOOL
SCHOOL INVENTORY LIST
(INCLUDING MISCELLANEOUS KITCHEN ITEMS; TO BE CERTIFIED AS CORRECT BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES)
SPECIAL FUNCTIONS PLANNED
AND SERVED BY SFA PREVIOUS YEAR
OTHER
The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the Child Nutrition Program and are directly incurred for the LEA’s operation must be assigned by the SFA prior to the bid opening and designated below:

<table>
<thead>
<tr>
<th>Description</th>
<th>FSMC</th>
<th>SFA</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Food:</strong></td>
<td></td>
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<tr>
<td>Food Purchases</td>
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<td>Commodity Processing Charges</td>
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<td>Processing and Payment of Invoices</td>
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<td><strong>Labor:</strong></td>
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<tr>
<td><strong>FSMC Employees:</strong></td>
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<tr>
<td>Salary/Wages</td>
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<td></td>
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</tr>
<tr>
<td>Fringe Benefits and Insurance</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Retirement</td>
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<td></td>
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<tr>
<td>Payroll Taxes</td>
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<tr>
<td>Workers Compensation</td>
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<tr>
<td>Unemployment Compensation</td>
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<tr>
<td>Preparation and Processing of Payroll</td>
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<tr>
<td><strong>LEA Employees</strong></td>
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<tr>
<td>Wages</td>
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<tr>
<td>Unemployment Compensation</td>
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</tr>
<tr>
<td>Preparation and Processing of Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous/Additional Items:**

The items listed with an * are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.
<table>
<thead>
<tr>
<th>Description</th>
<th>FSMC</th>
<th>SFA</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning/Janitorial Supplies</td>
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<td>Paper/Disposal Supplies</td>
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<tr>
<td>Tickets/Tokens</td>
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<tr>
<td>Child/Silverware/Glassware</td>
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</tr>
<tr>
<td>Initial Inventory</td>
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<tr>
<td>Replacement During Operation</td>
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<td>Telephone</td>
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<td>Local</td>
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<td>Long Distance</td>
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<tr>
<td>Uniforms</td>
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<td>Linens*</td>
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<td>From Kitchen</td>
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<td>From Dining Area</td>
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<td>From Premises</td>
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<td>Pest Control</td>
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<td>Equipment Replacement and Repair</td>
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<td>Non-Expendable</td>
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<td>Products and Public Liability</td>
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<tr>
<td>Insurance*</td>
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<tr>
<td>Equipment Rental* (explain)</td>
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<tr>
<td>Car/Truck Rental* (explain)</td>
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<td>Vehicle Maintenance*</td>
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<td>Non-Food supplies*</td>
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<td>Courier Services (Bank Deposits, School Deliveries)</td>
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<td>Employee Recruitment – Initial Replacement</td>
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<td>Promotional Materials*</td>
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<td>Other**(cannot include overhead expenses incurred by FSMC)</td>
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<td>Cleaning Responsibilities</td>
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<td>Description (continued)</td>
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<td>SFA</td>
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<td>Food Preparation Areas (including Equipment)</td>
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<tr>
<td>Kitchen Floors</td>
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<tr>
<td>Dining Room Floors or Periodic Waxing/Buffing</td>
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<td>Hoods</td>
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<tr>
<td>Grease Filters</td>
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<tr>
<td>Routine cleaning of tables and chairs</td>
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<td>Cafeteria walls</td>
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<td>Light Fixtures</td>
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<td>Grease Traps</td>
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<td>Exhaust Fans</td>
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<tr>
<td>Grease Filters</td>
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</table>
WRITTEN RESPONSES TO QUESTIONS FROM POTENTIAL CONTRACTORS
FOOD SERVICE MANAGEMENT COMPANY

REQUEST FOR PROPOSAL/CONTRACT

Required Format for Submitting Proposal

And

Attachments to be included in FSMC’s Response to Request for Proposals
REQUIRED FORMAT FOR FSMC’S RESPONSE TO THE RFP

IMPORTANT: PLEASE READ THE FOLLOWING STATEMENT BEFORE PREPARING YOUR PROPOSAL

The FSMC is required to respond to this RFP in the format as described below. The FSMC may provide collateral documents that further display the company’s products and services including notebooks, brochures, pictures and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined and required in this RFP. Any supplemental document of any kind is not considered part of the FSMC proposal and will not be considered when evaluating the proposal. All required documents must be presented in the same order and labeled in the same manner as shown on Page _______. Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school Child Nutrition Program as described on Page 9 of the RFP (Attachment A). The FSMC shall also submit a Maximum Allowable Cost Summary (Attachment B). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally-binding Agreement. The FSMC shall submit with the RFP an assurance by a surety bond company authorized to do business in the State of Alabama (Attachment C). If selected as the successful bidder and upon award of the Contract, a performance bond will be issued in the amount of 10% of annual projected Contract value. Prior to signing the Contract, the FSMC shall deliver to the SFA the executed performance bond payable to the School District (please specify in Attachment D). The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract.

The FSMC shall include a complete nutritional analysis of the 21-day cycle menu provided by the SFA in the RFP (Attachment E). The FSMC shall prepare a separate 21-day cycle menu to include reimbursable meals, a la carte items, promotional serving lines and other creative options. Product descriptions and portion sizes for all meals must be included (Attachment F).

A detailed description of how and when the FSMC will document and credit the SFA for the value of all commodities received for use in the SFA’s Child Nutrition Program the fiscal (or school) year and the value of donated foods contained in processed end products (and any rebates or discounts associated with the processing of commodity products (Attachment G)

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. A detailed transition plan will be provided for the FSMC’s first year. A minimum of ten hours training must be provided and documented for all Child Nutrition Program employees on a yearly basis (Attachment H).

The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase student, parent, and community understanding of the benefits of healthy eating habits and the contribution school nutrition programs make to the nutrient needs of children (Attachment I).

The FSMC shall include a plan for forming an Advisory Council and for involving Students and Parents in the Child Nutrition Program. The plan should include specific strategies for involvement and a time line. (Attachment J).

The FSMC shall include a list of additional supplies of expendable and non-expendable
equipment that will be needed in order for the FSMC to perform the duties as required of this RFP (Attachment K).

The FSMC shall include with the response to this RFP a list of all National School Lunch Programs managed by the FSMC in the State of Alabama. The FSMC shall also include all National School Lunch Programs managed in the past five years. The address, contact person, and phone number of each account shall be provided (Attachment L).

The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account shall be included in the response. The specific responsibilities or duties of each individual shall be outlined in the response. Experience in (National School Lunch and Breakfast Programs) is mandatory (Attachment M).

The FSMC shall include a balance sheet or Annual Report of the FSMC’s last fiscal year of operation, Certification of this report by a Certified Public Accountant is required. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material affect on the FSMC’s ability to successfully manage the SFA’s Child Nutrition Program (Attachment N).

The FSMC shall sign a Debarment/Suspension Certification. This certification assures the school food authority that the FSMC has not been debarred from entering into contracts with the Federal government or any entity receiving Federal funds or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities. The certification must be attached to the signed contract and kept on file at the office of the school food authority. (A copy of the certification must also be forwarded to the state agency with a copy of the signed contract.) (Attachment O).

The FSMC shall sign a “Drug-Free Workplace” policy (Attachment P).

The FSMC shall sign a “Non-Collusion Affidavit” and “Certificate of Independent Price Determination” (Attachment Q).

The FSMC shall submit a Certification of Independent Price Determination (Attachment R).

The contents of the RFP/Contract, including all appendices, attachments and exhibits shall be included in Attachment S.

Other - Other (to be specified by SFA) in writing, if applicable.

The Seamless Summer Food Service Program will be considered separately in a negotiated firm price between the FSMC and the SFA and will not be used in computing meal equivalents. Documentation must substantiate details of all special functions provided by the FSMC.

The FSMC will include this document in its entirety as part of the FSMC’s response to the Request for Proposal. All documents presented by the FSMC, including the RFP/Contract and all Appendices, Attachments and Exhibits will become part of the final Contract.
CHECKLIST FOR FSMC’S RFP ATTACHMENTS

☐ Attachment A  Letter of Intent

☐ Attachment B  Maximum Cost Allowance for All Meals and Services - Summary with Original Signature

☐ Attachment C  Calculation of Management Fee based on Meal Equivalents

☐ Attachment D  Potential Contractor Certification and Surety Bond

☐ Attachment E  Twenty-one Day Cycle Menu for SBP and NSLP, including nutritional analysis, product descriptions and appropriate serving sizes

☐ Attachment F  Written assurance that all items served in the SBP and NSLP meet the minimum food specifications

☐ Attachment G  Plan for Crediting the SFA for Commodities

☐ Attachment H  Marketing Plan

☐ Attachment I  Training Plan

☐ Attachment J  Plan for forming an Advisory Council and involving students, parents and school personnel

☐ Attachment K  List of Additional Expendable and Non-expendable Equipment

☐ Attachment L  Management Company Experience

☐ Attachment M  Reference Checklist for FSMC’s personnel

☐ Attachment N  Annual Report of the FSMC’s last fiscal year of operation

☐ Attachment O  Certification Regarding Debarment

☐ Attachment P  Drug-Free Workplace Policy

☐ Attachment Q  Non-Collusion Affidavit

☐ Attachment R  Certificate of Independent Price Determination

☐ Attachment S  Contents of the RFP/Contract including all appendices, attachments and exhibits.

☐ Attachment T  Other, (to include detailed description of how any other applicable SFA meal services will be provided, etc.)
LETTER OF INTENT  
Attachment A

Please include the following in the letter of intent (Limit letter of intent to 7 pages)

1. Provide a brief description of your Company.

2. Provide a narrative describing the ability and experience of the FSMC to perform the terms and conditions of the RFP.

3. Briefly describe the FSMC’s approach to the proposal and indicate any options, alternatives, or innovations in the management of the Child Nutrition program for the district.

4. Highlight the major features of the proposal and identify any supporting information pertinent to the proposal.

5. Provide a narrative description of any computer software of the FSMC computerized accountability system.

6. Describe the Transition Plan you would suggest be implemented.

7. Describe the FSMC’s plan for increasing student participation in the Child Nutrition Program.
MAXIMUM ALLOWABLE COST FOR ALL MEALS AND SERVICES
FIRM, FIXED PRICE CONTRACT
SUMMARY

Name of Firm Submitting Proposal: ____________________________________________

Mailing Address: _____________________________________________________________

_________________________________________

Telephone: _________________________________________________________________

Date Submitted: _____________________________________________________________

Maximum Allowable Charge Per Meal: $ __________
Management Fee Per Meal: $ __________
*Total Firm, Fixed Price Cost: $ __________

*Note: No additional fees, costs or expenses may be charged to the SFA above the total, firm, fixed price cost:

Addenda Numbered ________ through ________ were received prior to my signing this proposal.

I certify by my signature below that the per meal prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the RFP.

I certify by my signature below that as authorized representative of the FSMC, I certify that FSMC is qualified to submit a proposal/bid as indicated in the RFP and accept the basis for selection of an FSMC.

Signature: __________________________________________________________________

Print Name: __________________________________________________________________

Title: ______________________________________________________________________

Telephone: __________________________________________________________________

Date: ________________________________________________________________________
CALCULATION OF MANAGEMENT FEE BASED ON MEAL EQUIVALENTS

Attachment C

Instructions:
1) Lines 1 through 4 should be completed by the SFA prior to issuing the RFP.

<table>
<thead>
<tr>
<th>Estimated Meal Count</th>
<th>Meal Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Reimbursable Student Lunches</td>
</tr>
<tr>
<td>2</td>
<td>Reimbursable Student Breakfasts</td>
</tr>
<tr>
<td>3</td>
<td>After School Snacks</td>
</tr>
<tr>
<td>4</td>
<td>A La Carte Sales</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Calculation of Management Fee Based on Meal Equivalents</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

2) Lines 6 and 7 should be completed by the potential FSMC prior to submitting the proposal.

Approximate expenditures last fiscal year for special functions, which will be negotiated at a firm price with the FSMC.____________________

The potential FSMC guarantees the school district a per meal equivalent cost including management fee not to exceed $________________. The potential FSMC should refer to the definition of the per meal equivalent guarantee before completing this section.
POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND

Date Proposal Submitted: ____________________________________

Name of Firm Submitting Proposal: ____________________________

Mailing Address: ____________________________________________
   _________________________________________________________
   _________________________________________________________

Telephone: ____________________ Fax: _________________________

I certify by my signature below that the Management Fee and Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this RFP/IFB.

Signature: ________________________________________________

Print or Type Name: _________________________________________

Title: _____________________________________________________

Telephone: ____________________ Date: __________

__________________________________________________________

SURETY BOND COMPANY

1. Name: _________________________________________________
   Address: _______________________________________________
   _______________________________________________________
   _______________________________________________________

2. Authorized in Alabama Yes _________ No _________

Please include Surety Bond Document.
TWENTY-ONE DAY CYCLE MENU FOR THE NSLP AND SBP
(TO INCLUDE NUTRIENT ANALYSIS, PRODUCT DESCRIPTION, CN LABELS AND APPROPRIATE SERVING SIZES)
WRITTEN ASSURANCE THAT ALL ITEMS PURCHASED AND SERVED IN THE SBP AND NSLP MEET THE FOLLOWING MINIMUM SPECIFICATIONS

The FSMC Must Meet the Following Minimum Food Specifications:

Meats/Seafoods: All meats, meat products, poultry, poultry products, and fish shall be government inspected.
- Beef, lamb and veal shall be USDA Grade Choice or better.
- Pork shall be US No. 1 or US No. 2.
- Poultry shall be US Government Grade A.
- Seafood shall be top grade; frozen fish must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products: All dairy products shall be government inspected.
- Fresh eggs, USDA Grade A or equivalent
- Frozen eggs, USDA inspected
- Milk pasteurized Grade A

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

Baked Products
- Breads, 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.

NOTE: Where vendors are available, all reasonable efforts will be made to bid all bread and milk locally to ensure highest quality for lowest cost.
PLAN FOR REPORTING AND/OR CREDITING THE VALUE OF COMMODITIES

The FSMC must report and/or credit the SFA for the value of all donated foods received for use in the Child Nutrition Program in the school year, whether the donated foods are used in that year or not. Provide a detailed description of how the FSMC will document and credit the SFA monthly and annually (at the end of the fiscal/school year) for the value of all commodities received for use in the SFA’s Child Nutrition Program. The description should provide details as to how the FSMC will document the actual value of commodities. The description should also specify the process for accurately tracking and reporting (monthly and annually) the value of commodities contained in processed end products.
MARKETING PLAN

Describe your marketing plan in detail:

1. List and describe any innovations you propose for the SFA’s Child Nutrition Program.

1. Describe your plans regarding involvement of Students, Parents, & Staff.

2. Describe your merchandising/promotions program.

3. Discuss your plans for maximizing participation among students who qualify to receive Free and Reduced Price meals.

4. Describe your Procurement program, especially how the District will benefit.

5. State the projected increase in student participation per year that you are willing and agreeable to use as criteria for evaluating your performance under this agreement.

6. Describe any service programs offered by the FSMC that will complement and enhance the Child Nutrition Program.

7. Describe the formal structure you propose to establish to routinely and continuously gather input from Child Nutrition employees to ensure the most effective and efficient operation possible.

8. Describe your programs for personnel development, both FSMC employees and SFA employees, management and hourly employees.
TRAINING PLAN

Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover and how they will be evaluated. Outline with dates and activities of your transition plan beginning July, 2009 through the end of the first year.
PLAN FOR FORMING AN ADVISORY COUNCIL AND INVOLVING STUDENTS, PARENTS AND SCHOOL PERSONNEL
LIST OF ADDITIONAL EXPENDABLE AND NON-EXPENDABLE EQUIPMENT TO BE PROVIDED FOR THE SFA UNDER THE CONTRACT
Please list at least six (6) current references of School Districts in which your company provides Management services for public schools in the operation of their Child Nutrition Program. If possible, please provide references within the southeast region (NC, SC, TN, GA, AL, KY, MS, FL.) This list must include the following:

<table>
<thead>
<tr>
<th>Name of District</th>
<th>Client Contact Name</th>
<th>Title</th>
<th>Address</th>
<th>Phone Number</th>
<th>Enrollment</th>
<th>FSMC’s Length of Service in the District</th>
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</thead>
</table>

List any school district(s) that have terminated or not renewed or extended your food management contract during the past five years. This list must include the following:

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<tr>
<th>Name of District</th>
<th>Client Contact Name</th>
<th>Title</th>
<th>Address</th>
<th>Phone Number</th>
<th>Enrollment</th>
<th>FSMC’s Length of Service in the District</th>
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</table>
### Personnel Data

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Years Experience</th>
<th>Total SFS Experience</th>
<th>Contact Person</th>
<th>District Address</th>
<th>Phone</th>
<th>Year Contract Initiated</th>
<th>Number of Schools</th>
<th>References</th>
<th>Current Employer</th>
<th>Other</th>
<th>Score</th>
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### School Reference List

<table>
<thead>
<tr>
<th>Name</th>
<th>Total Years Experience</th>
<th>Total SFS Experience</th>
<th>Contact Person</th>
<th>District Address</th>
<th>Phone</th>
<th>Year Contract Initiated</th>
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</table>

### References Check

The evaluation committee may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A subcommittee can be appointed to accomplish this task and to report the results in a documented manner to all other evaluators for consideration. However, it is permissible for the reference checks to be performed by one individual if this is the desire of the evaluation committee members. A written questionnaire is usually developed, identifying the reference and questions to be asked of the various references. A brief summary of the answers is then recorded on the form. Upon completion, evaluator(s) sign the document and report the information to all other evaluators.

Provide the organizational chart you propose for managing the ___________ Child Nutrition program. List the job title and number of positions by job title or category that you propose to employ and assign to manage district’s Child Nutrition program. For each management position, describe or attach a job descrip

For the person most likely to be employed or assigned as General Manager please attach a copy of his/her resume.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

(1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date
INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award. If there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee’s drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees’ attention is called, in particular, to the following definitions from these rules:

- **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

- **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

- **Criminal drug statute** means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance;

- **Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including (1) all “direct charges” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personal and consultants who are directly engaged in the performance of work under the grant and who are on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee’s payroll; or employees of subrecipients or subcontractors in covered workplaces).
This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition:

   (b) Establishing an ongoing drug-free awareness program to inform employees about:

       (1) The dangers of drug abuse in the workplace;

       (2) The grantee’s policy of maintaining a drug-free workplace;

       (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

       (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   (d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

       (1) Abide by the terms of the statement; and

       (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace so later than five calendar days after such conviction.

   (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

   (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph
(d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;

(g) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance (Street address, city, county, state, zip code)

__________________________________________________________________________________________

Check □ if there are workplaces on file that are not identified here.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Award Number or Project Name</th>
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<th>Name and Title of Authorized Representative</th>
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<th>Signature</th>
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Form AD-1049 (REV 5/90)
1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.

2. This non-collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

State of _________________________________________________:

Contract/Bid No.: ________________________:

County of _____________________________:

I state that I am _______________________________ of ____________________________
(Title) (Name of Firm)
authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I
am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

The price(s) and amount of this bid have been arrived at independently and without consultation,
communication or agreement with any other contractor, bidder, or
potential bidder.

Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor
approximate amount of this bid, have been disclosed to any other firm or person who is
a bidder or potential bidder, and they will not be disclosed before bid opening.

No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a bid higher than this bid, or to submit any
intentionally high or noncompetitive bid or other form of complementary bid.

The bid of my firm has made in good faith and not pursuant to any agreement or discussion with, or
inducement from, any firm or person to submit a complementary or other noncompetitive bid.

___________________________________, its affiliates, subsidiaries, officers, directors,
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in
the last three years been convicted or found liable for any act prohibited by State or Federal
law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public
contract, except as follows:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

______________________________
(Name of my Firm)

state that understands and acknowledges that the above representations are material and important, and will be
relied on by _______________________________ in awarding
(Name of Public Entity)
the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from __________________________ of the true facts relating to submission of bids for this contract.

__________________________________________
(Name of Public Entity)

__________________________________________
(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _______________ DAY

OF ____________________________, 20___

____________________________________
NOTARY PUBLIC

My commission expires: ___________
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(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, 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 negotiated procurement, directly or indirectly to any other offeror or to any competitor;

(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 certifies that: responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

He or she is not the person in the offeror’s organization responsible within that 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.

___________________________________________________________
Signature of Vendor’s Authorized Representative

___________________________________________________________
Signature of Authorized Sponsor Representative

In accepting this offer, the sponsor certifies that the sponsor’s officers, employees or agents have not taken any action that may have jeopardized the independence of the offer referred to above.
CONTRACT/AGREEMENT AUTHORIZATION*

*Contract/Agreement Authorization must be Submitted to State Agency with Entire Bid Document and School Board Approval Documentation (Minutes of School Board Meeting Where FSMC Contract was approved)
CONTRACT/AGREEMENT AUTHORIZATION

The offeror certifies that the FSMC shall operate in accordance with all applicable State and Federal regulations. The offeror certifies that all terms and conditions within the RFP Solicitation shall be considered a part of the Contract/Agreement as if incorporated therein.

No modifications or changes may be made to this Contract/Agreement without full consent of all signators. Any additions or changes to the Contract/Agreement that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.

This Contract/Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

All signatures must be original and must be in place prior to the commencement of any contractual work.

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

ATTEST: SCHOOL FOOD AUTHORITY:

____________________________________________
Name of SFA

____________________________________________
Signature of Authorized Representative

____________________________________________
Typed Name of Authorized Representative

____________________________________________
Title

____________________________________________
Date Signed

ATTEST: FOOD SERVICE MANAGEMENT COMPANY

____________________________________________
Name of FSMC

____________________________________________
Signature of Authorized Representative

____________________________________________
Typed Name of Authorized Representative

____________________________________________
Title

____________________________________________
Date Signed
Criteria and Guidance for Evaluation of RFP and Awarding the Contract
The minimum composition of the evaluation should include at least one member from each of the following categories:

1. SFA Administrative representative (Superintendent, Finance Officer, Business Manager, Procurement Officer)
2. School Principal and/or Assistant Principal
3. Child Nutrition Program representative (Child Nutrition Director or Supervisor from within LEA or if unavailable, from a similar LEA; Cafeteria Manager)
4. Teacher and/other School Personnel
5. Others (School Board Member, School Board Attorney, County Commissioner, School Nutrition Association (SNA) of Alabama Members, Registered Dietitians, Certified Public Accountants, etc.)
6. State Child Nutrition Services Section Representatives (Non-Voting)

List Names and Titles of Evaluation Committee Members

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<thead>
<tr>
<th>Member Name</th>
<th>Title</th>
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EVALUATION COMMITTEE GUIDANCE

The district’s procurement official or other acceptable appointee serves as the chairperson of the RFP Evaluation Committee. As Chairperson of the Evaluation Committee, this official will address each of the following areas with the committee before the evaluation process begins.

1. **CONFLICT OF INTEREST** - No conflict of interest shall exist for any member of the evaluation Committee, i.e., (1) part ownership in any company submitting an offer, (2) family member works for or has part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee can not give an impartial evaluation.

2. **INDEPENDENT EVALUATION** - Each member of the evaluation committee must score each and every Proposal independently.

   For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive.)

   After all proposals are scored, a committee meeting will be held for the purpose of general discussions prior to finalizing scores in ink and making an award. Totals will not be added until the oral presentations are provided.

3. **NONRESPONSIVE PROPOSAL** - Proposals not complying with all essential requirements will be considered non-responsive and therefore not considered for award. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)

4. **RATING STRUCTURE** - The evaluation points for each award criteria are as indicated on the evaluation sheet.

5. **COST** - The points for the cost section of the evaluation will be figured by a district official based on a mathematical formula. The evaluation committee should initially evaluate all proposals without consideration of cost.

6. **DOCUMENTATION OF SCORING** - Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator’s notes will not be taken up or become a part of the file. Such notes are subject to the Freedom of Information Act, even when in the possession of the evaluator. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.

7. **ORAL PRESENTATION** - The committee may request an oral presentation from offerors, in order to reach a final decision. It is recommended that this opportunity be afforded to the top 2 – 3 FSMC candidates. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation Committee members while in an officially called evaluation committee meeting.

8. **PROTEST HEARING** - All decisions by the committee are subject to protest. Each member and/or the whole committee may be called upon to explain or defend their individual ratings.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the School District, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other
things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

I have read and understand the Evaluation Committee Guidance.

Evaluator’s Signature:  

____________________________________
The criteria for evaluation of proposals shall be as follows:

A. The per meal equivalent guarantee- Lowest per meal equivalent guarantee offered by any FSMC divided by the per meal equivalent guarantee offered by this FSMC, the result of the division shall be multiplied by **thirty (30)** to obtain the maximum points to be awarded this potential FSMC.

B. Management Fee Price Proposal – Lowest per meal equivalent fee offered by any FSMC divided by the per meal equivalent fee offered by this FSMC, the result of the division shall be multiplied by **twenty (20)** to obtain the maximum points to be awarded this potential FSMC.

C. Menus/product identifications/nutrition analyses as submitted in response to the menu system. Maximum **twenty (20) points.**

D. New marketing strategies/training plans to be implemented. **Maximum fifteen (15) points.**

E. Experience of On-Site Management Company Staff. Only On-Site Company Staff with a minimum of five years experience with the **National School Lunch/Breakfast Program** will be accepted. One point will be earned for every year of experience over the five year minimum. (Resumes will be reviewed by the SFA and then interviewed to determine selection of on-site management personnel.) However, only the experience within the last ten years will be considered. **Maximum ten (10) points.**

F. Management Company Experience. Only companies with a minimum of five years experience with the **National School Lunch/Breakfast Programs** will be accepted. One point will be earned for every year of experience over the five year minimum. However, only the experience within the last ten years will be considered. **Maximum five (5) points.**
RFP EVALUATION SCORE SHEET*

Name of FSMC: ____________________________________________________

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Score</th>
<th>FSMC Score</th>
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<tbody>
<tr>
<td>A. Per Meal Equivalent Guarantee</td>
<td>30</td>
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<tr>
<td>B. Management Fee Price Proposal</td>
<td>20</td>
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<tr>
<td>C. Menus/Product Identification/Analysis</td>
<td>20</td>
<td>20</td>
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<tr>
<td>D. Marketing Strategy/Training Plans</td>
<td>15</td>
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<tr>
<td>E. On-Site Experience</td>
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<tr>
<td>F. Management Company Experience</td>
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<td><strong>Total</strong></td>
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<td><strong>100</strong></td>
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I certify that I have read the guidance, reviewed the potential Contractor's proposal and completed a checklist for each proposal.

Evaluator: ______________________________________________________

Signature

__________________________________________________________

Date

*Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist sheet with contract requirements must be completed by each member to use when reviewing each FSMC's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.
ITEMS TO BE INCLUDED IN THE RESPONSE TO THE RFP

EVALUATION COMMITTEE'S CHECKLIST

<table>
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<th>Provided:</th>
<th>YES</th>
<th>NO</th>
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A. The FSMC submitted with the request for proposal an assurance, by a surety bond company authorized to do business in the State of Alabama, that if selected as the successful bidder and upon award of the contract, a performance bond will be issued in the amount of 10% of annual projected contract value. Prior to signing Contract shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. Amount: $__________________________

B. The FSMC included with the response to this RFP a written list by school of what the contractor considers adequate supplies of expendable and non-expendable equipment.

C. The FSMC included with the response to the RFP product identifications of all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract. Nutritional analyses of all menus in the 21 day cycle are included.

D. The FSMC met criteria: Management Company experience. Only companies with a minimum of five years experience with the National School Lunch/Breakfast Program will be accepted. Only the experience within the last ten years will be considered. References checked and acceptable. CPA Certified Annual Report submitted and approved.

E. The FSMC met criteria: Experience of On-Site Management Company Staff. The resumes of all on-site management personnel will be reviewed. Personnel will be interviewed to determine acceptability. Only On-Site Company Staff with a minimum of five years experience with the National School Lunch/Breakfast Program will be accepted. Only the experience within the last ten years will be considered. References checked and acceptable.

F. The FSMC included a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. FSMC described training that will be provided during transition period.

| Plan: |
| Timeframe/Schedule: |
| Evaluation: |
| Transition Plan: |

G. The FSMC provided per meal charge(s). A written explanation of how meal equivalents will be determined by the FSMC from schools' daily revenue and participation is included.

H. Other (to be specified by SFA)
Each member of the evaluation committee must complete a score sheet and an evaluation checklist for each responsive RFP. The evaluation checklists for each responsive RFP should be completed prior to the scheduled verbal presentations. Items to be included in the response to the RFP must be evaluated by each committee member. A final score sheet will be completed by each committee member when oral presentations are provided by potential vendors. (See Evaluation Committee Guidance)

Total the number of “YES” and “NO” answers:

**TOTAL:**

Signature:  __________________________________________________

Date:  ________________________________
UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS
(Must be submitted with Request for Proposal/Contract)

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (√) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (√) as described above.

☐ 1. Cost Plus a Percentage of Cost/Income—cost plus a percentage of cost/income to the FSMC, however represented.

☐ 2. Duplicate Fees—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.

☐ 3. Purchasing—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors; (FSMC may not serve as a vendor).

☐ 4. Acceleration Clause—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.

☐ 5. Interest Payments—interest payments to the contractor, however represented, including interest payments for equipment purchases.


☐ 7. Delegation of SFA Responsibilities—FSMC responsibility for any of the functions that must be retained by the SFA.

☐ 8. Automatic Renewal—provisions which automatically renew the contract.

☐ 9. Processing Contracts—contract document language that permits the FSMC to subcontract USDA commodities for further processing.

☐ 10. Rebates, prepayment or other procurement bonuses, special promotions—contract document language that permits rebates, special promotions, other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA’s nonprofit Child Nutrition Program.

For the item(s) above not checked (√), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

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EXHIBITS

These items may be used to assist the FSMC in the preparation of the Proposal