

BROOKFIELD PUBLIC SCHOOLS

CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

RESPONSE DUE DATE: April 14th, 2022 @ 11:00AM

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Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

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SECTION A: General Information

A.1. Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and Brookfield Board of Education, hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently, the SFA’s food service program includes the following programs and options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The SFA requires the FSMC proposal to include the following programs and options in their response:

- | | |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools listed in **Exhibit A**.

A.2. Issuing Office

The Brookfield Board of Education is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data there from. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the issuing office noted above via postal mail e-mail fax. **Responses will be provided only to written questions** submitted if provided in accordance with the timeline in Section A4.

A.3. Procurement Method

The contract will be a **Cost-Reimbursable** contract where the FSMC will be paid on the basis of the direct costs incurred (food, labor and supplies) plus fixed fees (Administrative Fee – corporate overhead costs and Management Fee – negotiated profit). Administrative and Management Fees must be itemized on the Schedule E to ensure there are no duplicate charges.

A.4. Timeline: Response Due Date and Pre-Bid Conference

All proposals, as outlined in Section C12, must be received by April 14th, 2022 at 11:00AM. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: Julian Capadose Title: Purchasing Manager
 Address: Brookfield Board of Education
 100 Pocono Road
 Brookfield, CT 06804

Date:	Description:
March 14 th , 2022	Request for Proposals (RFP) Issued
March 31 st , 2022	Pre-Proposal Conference 11:00AM <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: Brookfield Board of Education - Curriculum Conference Room 100 Pocono Road Brookfield, CT 06804 Site visitations immediately following the Pre-Proposal Conference
April 6 th , 2022	Questions from Bidders Due
April 8 th , 2022	Responses from the SFA to the Bidders Questions Due (Written/Posted)
April 14 th , 2022	Proposal Deadline 11:00AM
April 29 th , 2022	Review and Evaluation of Proposals
April 29 th , 2022	Award of Contract by School Committee
May 20 th , 2022	Draft contract due to CSDE
June 30 th , 2022	Board of Education (BOE) Approval (if applicable)
July 1 st , 2022	Executed Contract due to CSDE

A.5. Consideration and Award

- a. The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.
- b. In accordance with 2 CFR § 200.319, this procurement transaction will be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals must be excluded from competing for this contract.
 Prohibited restrictions to competition:
 - i. Placing unreasonable requirements in order to limit the number of firms eligible to do business;
 - ii. Requiring unnecessary experience or excessive bonding;

- iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
- c. In accordance with 2 CFR § 200.319(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly permit such preferences.
 - d. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.
 - e. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
 - f. The SFA will award the contract, in writing, to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive bid/proposal is one that conforms to all the material terms and conditions of the solicitation. [2 CFR § 200.318 and 2 CFR § 200.320]
 - g. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Sections 1 - 17 of this document.
 - h. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
 - i. A Contract **MUST** be executed prior to July 1st 2022. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) **and** contract execution (signed by both the SFA and the FSMC).
 - j. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable.
 - k. Bid Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must in all instances disclose all information regarding a protest to the CSDE. SFA's are highly encouraged to attach their bid protest procedures to this RFP.

- l. The SFA will conduct this procurement in accordance with its Code of Conduct that prohibits a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. [2 CFR §200.318(c)]
- m. The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- n. A cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used in the award of this contract. [2 CFR § 200.324 (d)]
- o. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs, IFBs, or independent cost estimates, when:
 - i. The SFA's procurement procedures or operation fails to comply with the procurement standards of this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement specifies a "brand name" product;
 - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

A.6. Award Criteria

- a. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the non-profit school food service program of the SFA. All responsive proposals will be evaluated and ranked. The contract may then be awarded to the company submitting the top-ranked proposal. The primary determining factor in the award shall be the price, further defined in this section.
- b. Proposals will be scored by a committee using the criteria and assigned points as detailed below.
- c. The committee must be comprised of three (3) or more qualified evaluators.
- d. Each evaluator must score each proposal individually.
- e. Scores from all evaluators shall be averaged for one final score per proposal.
- f. The proposals shall then be ranked from highest to lowest.
- g. The highest scoring responsive and responsible bidder shall be
 - selected to enter into negotiations.

Or

- recommended to the Board of Education to enter into negotiations (BOE must not select another bidder without written justification regarding scoring, the responsiveness of the bidder and the determination of the bidder as responsible).

Criteria	Points
Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value – <i>profit must be reviewed and evaluated as a separate element of the proposal and its criteria must be lower than Price/Cost</i>). Price/Costs shall be determined by the vendor’s completed schedule E and documents submitted in response to Section C3 of this RFP. Direct costs as noted in 12.11B must be reviewed and evaluated.	10
Experience, References and Service Capability: <i>Review proposed FSD qualifications – must meet USDA Professional Standards (Hiring Standards)</i>	9
Financial Condition/Stability, Business Practices	9
Accounting and Reporting Systems	9
Personnel Management and Training	9
Promotion of the School Food Service Program	9
Involvement of Students, Staff, Patrons and the Community	9
Menus, Concepts of Service, Food Quality and the Use of USDA Foods	9
Support for Connecticut’s Farm to School Program	9
How well the transition plan reflects an understanding of District requirements	9
Plans to significantly increase student participation	9
Total Points	<u>100</u>

A.7. Oral Presentations

- a. An oral presentation by a FSMC to supplement a proposal will not be required. If these presentations are required,
 - i. they will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award;
 - ii. the FSMCs will not be allowed to alter or amend their proposals through the presentation process;
 - iii. presentations will be scored against measureable standards based on content alone; and
 - iv. the SFA must include the scoring criteria with this RFP.

A.8. Site Visits to Proposers: Site visits to FSMC sites shall be scheduled as required.

SECTION B: Qualifications
The following qualifications and conditions must be met and/or addressed in the FSMC’s proposal:

- B.1.** The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.
 - a. The FSMC must be licensed to do business in the state of Connecticut.

- b. The FSMC or its principals must have been doing business for three consecutive years or more with school districts.
 - c. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
 - d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
 - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
 - f. The FSMC must submit three (3) Administrative Review Overview Reports from FSMC run Connecticut SFAs. These must be from the most recent Administrative Reviews conducted. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
- B.2.** The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion of model programs in these areas is encouraged to be included in the proposal.
- B.3.** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.4. Bonding Requirement**
The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must include/address the following:

- C.1. Letter of Transmittal, which includes:**
- a. An introduction of the FSMC.
 - b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and this RFP.
 - c. A description of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
 - d. Any other responsive information not otherwise included in the proposal.

C.2. Executive Summary, which:

- a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
- b. Indicates any major requirements that cannot be met by the FSMC.
- c. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.

C.3. Price/Cost Information

- a. List and describe any and all costs to the SFA for any Management Fee (FSMC's profit) to be charged as a flat rate or on a per meal basis.
- b. List and describe any and all costs to the SFA for the Administrative Fee (FSMC's overhead and other off-site costs not otherwise paid by the SFA) to be charged as a flat rate or on a per meal basis.
- c. If consulting services are not covered in Administrative Fee, list those services along with the extra charges.
- d. List payment terms and arrangements.
- e. Complete budgeted financial forms provided in Schedule E and provide a summary of the following:
 - 1. Financial Budget Projections;
 - 2. Income Summary;
 - 3. Labor Cost Summary: Management/Administrative/Clerical;
 - 4. Individual School Labor Cost Summary; and
 - 5. Miscellaneous Expense Summary.

C.4. Experience, References and Service Capability:

- a. Describe the FSMC's experience in managing food service operations in public schools, childcare institutions (if applicable via CACFP), and/or as part of the SSO/SFSP or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director (FSD) for the SFA which must meet USDA Hiring Standards and Professional Standards. [7CFR §210.30] FSD must have qualifications that meet a student enrollment of:
 2,499 or less 2,500 – 9,999 10,000 or more
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.

- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
- i. Include three (3) Administrative Review Overview Reports
 - 1. Must be Connecticut SFAs of similar size and operation. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
 - 2. Must be the most recent reviews conducted.

C.5. Financial Condition

- a. Provide data to indicate the financial condition of the company.
- b. Provide audited financial statements for each of the last three (3) years.
- c. Detail the financial parameters of the program.

C.6. Accounting and Reporting Systems

- a. Describe complete accounting procedures used to address:
 - 1. Inventory control and management including purchasing.
 - 2. Method of collecting, reconciling, and reporting sales.
 - 3. Internal control of cash handling.
 - 4. Internal audit procedures.
 - 5. All regular accounting forms used, with detailed explanations.
 - 6. All regular reports used, with detailed explanations.
- b. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (and costs, if extra).
- c. Provide a sample of a monthly invoice to the SFA, if different from Exhibit N. FSMC's invoice must have same components as sample.
- d. Describe the FSMC's process for reporting rebates, discounts and credits on monthly invoices. Provide a detailed sample.

C.7. Personnel Management and Training

- a. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professionals requirements.
- c. Explain how the FSMC works to improve employee morale and reduce turnover.
- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).

- e. Describe the proposed benefits package for employees.

C. 8. Innovation and Promotion of the School Lunch Program

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes with specific, relevant examples. The proposal must include a staffing model.
- b. Describe how the FSMC proposes to expand the SFA's participation in the CT Farm to School Program.
- c. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- d. Provide examples of service and merchandising programs.
- e. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

C.9. Involvement of Students, Staff and Patrons

- a. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
- b. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

C.10. Menu Selection, Use of USDA Foods, Food Quality and Portion Size

- a. Describe the FSMC's philosophy regarding each of the following:
 - 1. Menu selection.
 - 2. Use of USDA foods.
 - 3. Food Quality.
 - 4. Portion Quantities.
 - 5. Procurement and use of CT-grown/locally-grown produce pursuant to Public Act No. 16-37 and noted in Schedule B.
- b. Describe how the FSMC will ensure they will meet the Buy American Provision.
- c. Supply sample menus to be implemented including portion sizes. Prepare sample menus using (SFA to select option below):
 - SFA-developed menus
 - OR**
 - FSMC-developed menus
- e. Provide Specification sheets with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B as noted in E.10

C.11. Performance and Proposal Bond

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.
- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond as described in Section XIV of the contract, should it be awarded.

C.12. Submission of Proposal

- a. Schedule E must be completed and submitted. FSMC must not use own document.
- b. Exhibit M documents attached must be signed, dated and submitted. FSMC must not use own documents.
- c. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- d. Six (6) hardcopies and one (1) digital copy (cd, flash drive or other electronic document transfer) of the entire proposal must be submitted by the due date and time. (SFA must submit one copy of each proposal to the CT State Department of Education which must be a digital copy [e.g. via upload, CD, flash drive])

SECTION D: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective. The FSMC must clearly state any value added feature and its relation to a specific program objective.

- D.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children (according to eligibility).
- D.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3. To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5. To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality

control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.

- D.7. To provide a financial reporting system that meets federal and state requirements.
- D.8. To provide SFA Administration with monthly operating statements and information regarding the food service program.
- D.9. To support Connecticut's Farm to School Program established in section 22-38d of the Connecticut General Statutes and Public Act No. 16-37 including the purchase of Connecticut-grown farm products.

SECTION E: Specifications

- E.1. The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2. The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Connecticut. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns. <https://portal.ct.gov/SDE/Nutrition/Menu-Planning>
- E.3. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4. The FSMC shall receive for its service the following fee(s):
 - Management fixed fee
 - Administrative fixed feeprovided its operation is sufficient to support the fees or unless otherwise approved by the SFA.
- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program. The SFA will be responsible for completing the paid lunch equity tool (PLE).
- E.7. It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. The FSMC shall procure on behalf of the SFA, in support of Connecticut's Farm to School Program, Connecticut-grown farm products pursuant to section 22-38d of the Connecticut General Statutes and Public Act No. 16-37. Specifications are established in Schedule B.

- E.10. The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the bid response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- E.11. All proposals shall include a completed Schedule E.
- E.12. The Contract shall be for a period of one year with the option for four (4) additional one-year renewals:
 July 1 – June 30 Prior to school year – June 30 Aprox start date – June 30
- E.13. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations. Negotiations must not change the scope of services or contract terms materially.

The SFA may request the FSMC provide additional food service programs including the NSLP, SBP, CACFP, At-risk Afterschool Snacks and/or Suppers, and/or SFSP/SSO to the current program or other non-profit organizations (including delivery). The SFA may request service to additional sites. Additionally, the SFA may opt to participate in the Community Eligibility Provision (CEP).

- E.14. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as “not to be disclosed to the public” must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.
- E.15. The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.
OR
 The SFA does not participate and does not intend to apply for FFVP funding.
- E.16. **Equipment**
 The FSMC shall provide proposals for the equipment listed on Exhibit J. If requesting the purchase of equipment, it is the SFA's responsibility to provide the specification of each and all items requested.
 Equipment dollar value to be purchased
 in each year of the contract: up to n/a. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.

OR

over the life of the contract up to n/a. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.

The SFA is not requesting any equipment purchases in this RFP.

E.17. Additional specifications requested by SFA.

SECTION I: General

- 1.1 The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments (*unless local laws conflict with any noted here*), bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations adopted by the Connecticut Commissioner of Education or State Board of Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. **The FSMC shall conduct program operations in accordance with 7 CFR Sections: (check all that apply)**
- 210 (National School Lunch Program);
 - 210.10 (Afterschool Snack Program);
 - 215(Special Milk Program);
 - 220 (School Breakfast Program);
 - 225 (Summer Food Service Program);
 - 226 (Child and Adult Care Food Program);
 - 42 U.S.C. 1769 (Fresh Fruit and Vegetable Program);
 - 245, 250 (The Healthy, Hunger-Free Kids Act of 2010);
 - FNS instructions and policies; and
 - CSDE Operational Memoranda and policies.
- 1.2 The SFA shall be entitled to all receipts of the food service program.
- 1.3 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 1.4 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 1.5 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the SFA offices. If records are maintained at the FSMC offices, FSMC must provide these documents monthly to the SFA in hardcopy form. [Recordkeeping, 2 CFR § 200.334, § 250.54 and § 210.16(c)(1)]

- B. The FSMC shall, to the maximum extent possible, utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]
- C. The FSMC shall have state and/or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]
- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] **SFA shall monitor each site a minimum of twice per school year. The monitoring process shall include the completion of the sample CSDE monitoring form (Exhibit I or one approved by CSDE).**
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals.
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]

- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein [7 CFR § 210.16(a)(6)]
- F. The SFA shall maintain all applicable health certifications and assure compliance with all state and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall implement internal controls and ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.8(a)]
- J. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- K. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- L. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- M. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- N. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.53]

SECTION III: Food Service Program

- 3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free - Reduced Percentage/Serving Times/Waves/Child Nutrition Programs). If not determined to be a material change, the SFA and the FSMC may agree to add other locations.
- 3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit G. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16(b)(1)]
- 3.3 The FSMC shall provide nutritious, high-quality (check only available options)

<input type="checkbox"/> breakfasts (SBP)	<input checked="" type="checkbox"/> lunches (NSLP)
<input type="checkbox"/> Snacks (At-Risk Afterschool Snack - NSLP)	<input type="checkbox"/> milk service only (SMP)
<input checked="" type="checkbox"/> a la carte food (Smart Snacks)	<input type="checkbox"/> vending (Smart Snacks)
<input type="checkbox"/> breakfast/lunch (SFSP/Seamless)	<input type="checkbox"/> fruit/vegetables (FFVP)
<input type="checkbox"/> supper (At-Risk Afterschool Program - CACFP)	

in accordance with the following terms:

In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children (according to eligibility). [7 CFR § 210.16(a)]

- A. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq.
- B. Special Milk Program (SMP)
 - SFA does not participate in the SMP
 - OR**
 - All reimbursable milks shall meet the qualifications for the USDA reimbursement under 7 CFR § 215
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [7 CFR § 210.16 (a)(5)]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA for (check box(es) for which the FSMC is responsible), meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase domestic commodities and products for use in meals served in the NSLP to the maximum extent practicable and in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

- 3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.
- 3.5 In accordance with USDA regulations, the FSMC shall make reasonable meal modifications for children whose physical or mental impairment restricts their diet, based on a written medical statement signed by a recognized medical authority. [7 CFR 210.10 (m), 7 CFR 220.8 (m), and 7 CFR 15b]
- 3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.
- 3.7 Catering
 - SFA will not be requesting catered food service
 - OR**
 - Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the month in which services were rendered. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable. Invoices must be noted as "unallowable costs" and must be paid from an account other than the non-profit school food service account. USDA Foods will not be used for any functions outside of the non-profit school food service account.

- 3.8 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):
 SFA does not participate in the FFVP
OR
 FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.
- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
 B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
 C. FSMC will ensure it expends all FFVP funds received per school.
- 3.9 Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Environmental violations shall be reported to the USDA and Regional Office of the Environmental Protection Agency. The FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]
- 3.10 Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [P.L. 94-163]
- 3.11 Davis-Bacon Act. In performance of this contract, the FSMC shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland "Anti-Kickback" Act (40 U.S.C. 3145)
- 3.12 Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]
- 3.13 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.14 Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.
- 3.15 Summer Food Service (if applicable)
 Summer food Service Program (SFSP) Seamless Summer Option (SSO)
- A. Dates of participation:
 B. FSMC shall deliver meals to each of the annually selected and approved sites. Meals provided shall be in compliance with all applicable USDA, state and local regulations.
 C. The FSMC agrees to provide the SFSP Meals
 Inclusive or Exclusive of milk at a set, identified price per meal type and agrees to
 Deliver Meals or Have Meals available for Pick-up at an agreed upon time. The Meals shall be made available Unitized or Non-Unitized per 7 CFR 225.6(h)(3).
 D. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal for the CACFP or SFSP. 7 CFR 226.21(e) and 225.6(h)(2)(ii)

Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or** the monitoring of preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.58(a).
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.50.
- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year, including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the actual values assigned in the USDA's Web Based Supply Chain Management (WEBSCM) system.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations. Commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods may be used in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.52 for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods (7 CFR §250.53(b)).
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart D of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.9 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation,

including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

- 4.11 The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13 The FSMC must maintain the following records relating to the use of USDA Foods:
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
 - C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- 4.14 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

- The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current

Equipment Cost Loan Amortization Schedule is attached as Exhibit K. The repayment schedule must not exceed five (5) years from initial amortization schedule.

OR

- SFA does not require FSMC to absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program.

5.2 Equipment Purchases

- Equipment purchases were requested through the RFP.
The FSMC shall purchase equipment on behalf of the SFA as noted:
 in Exhibit J as a total value or as an maximum annual amount to be purchased which was requested in the RFP and included in the FSMC's proposal in response to the RFP. **FSMC must properly procure requested equipment in an amount not to exceed \$n/a (MUST BE REVIEWED ANNUALLY).** The FSMC shall amortize the investment on a straight-line basis over five (5) years, commencing with the date each piece of equipment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the investment shall be vested with the SFA when it is placed in service. Payment must not commence prior to equipment being placed in service.

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within five (5) days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the investment and continue to make payments to the FSMC that purchased the equipment in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the exiting FSMC the full unamortized amount and repay successor FSMC based on new amortization schedule, not to exceed five (5) years from initial amortization schedule; or (iv) pay the unamortized balance in full to the FSMC that purchased the equipment.

OR

- The SFA did not request equipment purchases for this contract.

- 5.3 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases. Any silence, absence or omission from the contract document specifications 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 a quality that would normally be specified by the SFA be used.
- 5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear accepted.
- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.

- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Select one option below:*
- SFA does not require transportation equipment or vehicles.
 - The Select one option shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the Select one option.

SECTION VI: Facilities

- 6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the food service director be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.

- 6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear accepted.

SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.6 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 7.7 The FSMC shall cooperate in the SFA recycling program.
- 7.8 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.9 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its

responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 Non-Management Employees.
 All non-management food service employees shall be employees of the FSMC.
OR
 All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director
- 8.3 Student Workers.
 The SFA does not utilize student workers in the food service program.
OR
 The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 8.5 Contract Work Hours and Safety Standards Act: The FSMC and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 8.6 The FSMC shall establish schedules, wage rates, and benefit programs for all employees.

- 8.7 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.8 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.9 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.10 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed with appropriate notice given.
- 8.11 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.12 Civil Rights
- A. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains

possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

- B. The SFA and the FSMC shall comply with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR § 60). [Appendix II to § 200 (C)]
- C. The FSMC and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.14 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

SECTION IX: Free and Reduced-Price Lunch Policy and Charging Policy

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced-price, or full-price meals, shall apply to the FSMC’s food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced-price, and full-price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate student participation records shall be maintained by the FSMC.
- 9.3 Per CSDE Operational Memorandum 4-17, the SFA shall have a written student charging policy, that ensures a “transparent approach to the issue”, on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals – Portions, Planning, and Procurement

- 10.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged for all meals.
- 10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA’s schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu

Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2019-2020-Schedule C**).
- 10.6 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.7 The FSMC shall provide condiments and utensils as needed.
- 10.8 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.9 The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.10 **BUY AMERICAN PROVISION:** The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of seven (7) day(s) in advance of delivery. The request must include:
- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - B. Reason for exception: limited/lack of availability or price (include price);
 - i. Price of the domestic food product; and
 - ii. Price of non-domestic product that meets the required specification of the domestic product.
- 10.11 The FSMC shall act as the SFA's procurement agent.

SECTION XI: Food Inventory and Storage

- 11.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.
- 11.2 Ownership of beginning and ending inventory of food and supplies, including USDA Foods, shall remain with the SFA.
- 11.3 The FSMC shall maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with the CSDE.
- 11.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 11.5 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

SECTION XII: Financial: Accounting, Reporting Systems, Records, and Payment Terms

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements through:
 - A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;
 - D. Perpetual Inventory – Costs and Controls;
 - E. Preparation of records for annual audit by SFA;
 - F. USDA Foods Entitlement Bonus Summary Reports; and
 - G. Department of Defense (DoD) Program Reports.
- 12.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.

- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
- C. The FSMC shall provide the SFA with a year-end financial statement.

- 12.4 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.
- 12.5 The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completing periodic on-site review forms (minimum of 2 per year per site), reviewing monthly invoices, conducting an audit of invoices (if necessary to ensure SFA is charged correctly), ensuring SFA receives proper credit for USDA Foods, ensuring SFA receives all discounts, rebates and credits, etc.

Mr Ken Post

Director of Business Operations

- 12.6 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either state, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 12.7 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Unallowable costs must not be paid from the non-profit school food service account and must be reflective of actual costs. A percentage of costs charged to the SFA is unallowable.
- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
 - B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR § 200.
 - C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

D. The frequency of reporting this information must be monthly.

E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

For four successive quarters after the conclusion of the contract, FSMC shall conduct quarterly audits to determine if there are any applicable credits, discounts or rebates that are applicable to SFA. If any such credits, discounts or rebates are identified, FSMC will provide a report of such to SFA along with a credit on any amount owed to FSMC or payment in the form of a check if there is no outstanding balance due to FSMC from SFA.

F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

12.8 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit L. If invoices are received in the SFA's accounting department by the cut-off date, and they are approved, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that is not approved. The SFA reserves the right to request additional supporting documentation for any invoice. The SFA shall pay all amounts when due.

12.9 The SFA will not allow the FSMC to charge interest on past due payments at one percent (1%) per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Any interest payments must be paid from a SFA general fund and must not be paid from the nonprofit school food service account.

12.10 The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:

A. The actual and direct costs for the wages, taxes, and benefits of the FSMC employees at each site, food service director and other management employees on the FSMC's payroll.

Employees are employed by the SFA and paid directly by SFA.

B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:

- food and supply purchases by the FSMC necessary to perform this contract;
- food service program travel and mileage costs incurred;
- advertising and promotions within the SFA;
- the FSMC's insurance necessary for performance of this contract;
- service business and occupation tax;
- employee training and development costs;
- laundry, linen, and uniforms;
- licenses and permits for performance of this contract; and
- USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) for August/September – June is:

\$1,811.90 per month for ten (10) months. Fee Total: \$18,119

OR

\$ per meal and meal equivalent.

D. The FSMC's Administrative Fee is:

\$4,208.20 per month for ten (10) months. Fee Total: \$42,082

OR

\$ per meal and meal equivalent.

The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision;
- Financial reporting and analysis;
- Field auditing;
- Marketing Assistance; and
- Purchasing.

E. Summer Food Program (if applicable)

1. The FSMC's Management Fee (FSMC's profit) is \$ per meal.
2. The FSMC's Administrative Fee is \$ per meal.

F. Per Meal Defined: Choose one option below - *only if the per meal equivalent option in 12.11.c or 12.11.d was selected.*

For Management Fee and Administrative Fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

OR

Per meal/meal equivalent defined in addendum.

For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free reimbursement rate *plus* CT Effective USDA Foods rate for the current school year, *plus* the state reimbursement *plus* performance based cash assistance (\$.07).

G. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:

- reports filed to the state; and
- corporate income tax.

H. Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Except as otherwise agreed by the SFA and the FSMC, such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast

Region, Food Away from Home for the preceding year (April – March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.

- I. If the SFA participates in the FFVP, then the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
- J. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within forty eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- K. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- L. Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and well-run food service operation. The FSMC shall guarantee that the food service program will achieve financial: *(select one option)*
 - Breakeven; defined as “generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
 - Surplus; defined as “generated program revenues will exceed all actual and direct operating costs incurred.
 - Deficit; defined as “generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit, the deficit must be no more than which is payable from the non-profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.11 A - E above.

1. Assumptions

a. Attendance/Enrollment

Average Daily Attendance (ADA) for 2022-23 shall not be less than:

Or

Student Enrollment for 2022-23 will not be less than

b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	n/a	175
Middle	n/a	175
High	n/a	175

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2021 effective rate or the previous year's effective rate for an allowable executed renewal.

M. Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement.

If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, the SFA must go out to bid for a new contract.

N. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 3-year record retention period as established in 7 CFR 210.23(c).

SECTION XIII: Licenses, Fees and Taxes

- 13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all state and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 13.2 The FSMC shall comply with all health and safety regulations required by federal, state or local law and shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility.
- 13.3 The FSMC shall comply with all building rules and regulations. The SFA shall supply the FSMC with a copy of any written aforementioned documents.

SECTION XIV: Performance Bond

- 14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the

SFA Business Office no later than May 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

As a condition of entry into this contract,

- the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program.
- the successful vendor shall provide to the SFA a performance bond equaling _____ % (percentage must not be excessive to inhibit full and open competition) of the contract's total value.
- the successful vendor shall provide to the SFA a performance bond equaling _____ % of costs associated with construction.
- the successful vendor shall not be required to submit a performance bond.

This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE as supporting documentation to any renewal amendment.

14.2 (Amount of the Performance Bond).

SECTION XV: Insurance

The FSMC shall maintain for the life of the contract, the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

15.1 Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:

- A. Premises-Operations;
- B. Products/Completed Operations;
- C. Contractual Insurance;
- D. Broad Form Property Damage;
- E. Independent Contractors;
- F. Personal Injury; and
- G. Employee Dishonesty.

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

- A. Worker's compensation - Statutory; and
- B. Employer's Liability - \$500,000.

15.4 The Brookfield Board of Education and the Town of Brookfield shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.

15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

- 15.6 The FSMC agrees to indemnify and hold harmless the Board, the Town of Brookfield and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.
- 15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$1,000,000 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.
- 15.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

- 16.1 This contract, dated July 1st, 2022, is between Whitsons New England LLC, the FSMC and Brookfield Board of Education, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The contract shall be for a period of one year with the school year beginning on or about July 1st, 2022, and ending June 30th, 2023 with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and federal regulations, as prescribed by the USDA.
- 16.3 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations or other like caused beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]
- 16.4 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower

than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.

- 16.5** If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for drafting and submitting all contract renewal documents to the CSDE. Failure of the SFA to submit executed documents by June 30 each year may result in the disallowance of expenditures paid from the non-profit school food service account.
- 16.6** Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.7** Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.8** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.8 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.9** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.10** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$500.00 penalty; and (iii) for a third violation, a \$1,000.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.11** The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.12** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.13** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation.

The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE and executed by both parties.

- 16.14** Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.15** The parties agree that the terms of this contract shall be in accordance with the RFP published by the **Brookfield** Board of Education and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the Board of Education Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

- A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [2 CFR § 200.315]
- B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

- 17.2 Student Data Privacy (Public Act No. 16-189) See document within Exhibit M. In performance of this contract, the FSMC and SFA must complete and submit it to be in compliance with the Student Data Privacy Act (Public Act No. 16-189).
- 17.3 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 17.4 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.
- 17.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.6 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
- A. Notices to the SFA:
Mr Ken Post - Director of Business Operations
Brookfield Board of Education
100 Pocono Road
Brookfield, CT 06804
 - B. Notices to the FSMC:
Whitsons Nutrition LLC
1800 Motor Parkway
Islandia, NY 11749
Attention : Kelly Ann Friend , COO
Email: friendkm@whitsons.com
- And
- Whitsons Nutrition LLC
1800 Motor Parkway
Islandia , NY 11749
Attention: Legal Dept
Email: legal@whitsons.comt

E-mail communication may also be allowable under the terms of this contract. Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the United States mail.

SO AGREED:

Beth Bunster

Chief Financial Officer

2022-08-29

Signature of Food Service Management Company's Authorized Representative
Beth Bunster

Title

Date

Printed Name of Food Service Management Company's Authorized Representative

BOE Chairman

Signature of School Food Authority's Authorized Representative
Bob Belden

Title

Date

Printed Name of School Food Authority's Authorized Representative

Schedule A
Cost Responsibility Survey

FOOD

FSMC

SFA

- Food Purchasing
- Processing of Invoices
- Payment of Invoices
- USDA Administrative Charges
- USDA Processing Charges
- USDA Delivery Charges

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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LABOR

FSMC
EMPLOYEES

- Payment of Hourly Regular Full-Time Wages
- Payroll Taxes of Hourly Employees
- Fringe Benefits and Insurance of Hourly Employees
- Preparation of Hourly Employees' Payroll
- Processing of Hourly Employees' Payroll
- Workers' Compensation for Hourly Employees

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL ITEMS

- China/Silver/Glassware – Original Purchase to Inventory
Level Required for Operation
- China/Silver/Glassware – Replacement During Operation
- Telephone – Local
- Telephone – Long Distance
- Removal of Trash and Garbage from Kitchen
- Removal of Trash and Garbage from Premises
- Replacement of Expendable Equipment (Pots, Pans, etc.)
- Replacement of Non-Expendable Equipment
- Products and Public Liability Insurance
- Cost of Repairing Equipment
- Uniforms
- Local Travel (Intra-District and Banking Reimbursement)

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Schedule A (cont.)

SUPPLIES

- Detergent and Cleaning Supplies
- Paper Supplies
- Menu Paper and Printing
- Postage
- Taxes/Licenses
- Pest control
- Utilities

FSMC

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SFA

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CLEANING

- Ceiling, Light Fixtures and Fans
- Dishwashing
- Equipment
- Hoods
- Floors
- Rest Rooms
- Vent from Hoods to Outside
- Walls
- Kitchen/Serving Area Equipment
- Cafeteria/Serving Area Equipment
- Dining Area/Tables and Chairs

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**Schedule C
Meal Price List**

SCHEDULE C PRICE LIST 2019-20								
<i>SCHOOL</i>	<i>BREAKFAST</i>		<i>LUNCH</i>		<i>MILK</i>	<i>ADULTS</i>		
	<i>REDUCED</i>	<i>PAID</i>	<i>REDUCED</i>	<i>PAID</i>		<i>BREAKFAST</i>	<i>LUNCH</i>	<i>MILK</i>
ELEMENTARY SCHOOLS:	n/a	n/a	\$0.40	\$2.50	\$0.50	n/a	\$4.00	\$0.50
MIDDLE SCHOOLS:	n/a	n/a	\$0.40	\$3.00	\$0.50	n/a	\$4.00	\$0.50
HIGH SCHOOLS:	n/a	n/a	\$0.40	\$3.25	\$0.50	n/a	\$4.00	\$0.50

Schedule D
Reimbursement Rates

The following are the Federal Reimbursement Rates (Reimbursable Meals) to be used in completing Schedule E:

1. National School Lunch Program (State ID 20560 and Federal CFDA No. 10.555)

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.35	.37
Reduced	3.26	3.28
Free	3.66	3.66

*In districts participating in the National School Lunch Program with 60 percent or greater free and reduced participation during the second prior year.

2. School Breakfast Program (State ID 20560 and Federal CFDA No. 10.555)

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.33	.33
Reduced	1.67	2.05
Free	1.97	2.35

*Severe Need Rates are available to schools where, in the second prior year, 40 percent or more of the students received lunches free or at a reduced price.

3. After-School Snack Program (State ID 20560 and Federal CFDA No. 10.555)

	<u>Rates</u>
Paid	.09
Reduced	.50
Free	1.00

4. State Reimbursement Rates (Reimbursable Meals): \$.04

All Meals (State Match Payments [Includes free, reduced-price and paid reimbursable meals]).

5. Performance Based Cash Assistance (previously noted as Six Cents Certification): \$.07

This district IS Performance Based Cash Assistance (six cent certified)

6. CT Effective USDA Foods Rate: \$.3975

7. Healthy Food Certification: *Districts that opt to implement healthy food certification (HFC) receive an additional 10 cents per lunch, based on the total number of reimbursable lunches (paid, free and reduced) served in the district in the prior school year.*

This district IS healthy food certified and WILL continue to be certified.

Signature Certificate

Reference number: NRHUX-R4PN7-MUOSC-VPM2F

Signer

Timestamp

Signature

Beth Bunster

Email: bunsterba@whitsons.com

Sent:

29 Aug 2022 17:32:07 UTC

Viewed:

29 Aug 2022 17:33:36 UTC

Signed:

29 Aug 2022 17:40:16 UTC



Recipient Verification:

✓ Email verified

29 Aug 2022 17:33:36 UTC

IP address: 69.27.254.25

Location: Ronkonkoma, United States

Document completed by all parties on:

29 Aug 2022 17:40:16 UTC

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PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

