

**FOOD SERVICE MANAGEMENT COMPANY
REQUEST FOR PROPOSAL
AND SUBSEQUENT
CONTRACT**

AltaPointe Health Systems, Inc.
5750-A Southland Drive
Mobile, AL 36693

The Food Service Management Company must comply with the following regulations that govern the operation of the Federally funded Child Nutrition Programs

7 CFR 210 - National School Lunch Program

7 CFR 220 - School Breakfast Program

7 CFR 245 - Determining Free/reduced price Eligibility

7 CFR 250 - Food Distribution

2 CFR 200 - Procurement

SECTION I GENERAL INFORMATION

A. Intent

1. AltaPointe Health Systems, Inc. is a Residential Child Care Institute (RCCI)/School/At-Risk program and is accepting competitive proposals for a Food Service Management Company (FSMC) to operate the Child Nutrition Program for a twelve-month period beginning 01/1/2022 and ending 12/31/2023. There will be options for renewal of the Contract for up to four (4) additional terms of one year each.
2. This request should be clearly understood as a “Request for Competitive Proposals” hereinafter referred to as the “RFP”, and not an “invitation for Sealed Bids” as those terms are used and described in the United States Department of Agriculture’s publication, *Contracting with Food Service Management Companies, guidance for School Food Authorities*, dated July 2016.
3. This RFP is for the purpose of obtaining proposals and ultimately entering a firm fixed-price contract to provide Management services for AltaPointe Health Systems, Inc. nonprofit Child Nutrition Program, hereinafter referred to as the “School Food Authority” (SFA). Sites listed in Appendix A are equipped as an on-site preparation facility.
4. The offeror or Food Service Management Company will be referred to as the “FSMC”, and the contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goal of the SFA’s Child Nutrition Program which is to provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing, and friendly environment and comply with all laws, regulations, statutes, and policies that govern the Child Nutrition Program.

B. Procurement Method

The SFA shall comply with all procurement standards specified in 7 CFR 210.16, 7 CFR 210.21, and 2 CFR 200.318-326 when contracting with a FSMC. A competitive proposals process will be used to procure services from the FSMC. All procurement transactions shall be conducted in a manner that provides maximum, open and free competition consistent with Federal regulations as defined in 2 CFR 200.

C. Pre-Proposal Meeting

Interested offerors may meet to review the specifications, to clarify any questions, and for a walk-through of the facilities with site officials. The pre-proposal meeting will be conducted on November 29th at 10:00 5800 Southland Drive, Mobile, AL. Attendance is not required. During the pre-proposal meeting, information and materials pertaining to the SFA’s Child Nutrition Program will be distributed to each FSMC represented. FSMCs will have the opportunity to ask questions relating to the Child Nutrition Program. FSMCs also can clarify any information contained in the RFP. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA. Written responses will be distributed electronically and by first class mail to all FSMCs that attend the pre-proposal meeting and will be referred to as Appendix G.

D. Proposal Submission and Award

1. Sealed proposals are to be submitted to: Noel Andrews by December 13th by 9:00 am to 5750-A Southland Drive, Mobile AL 36693, 251-450-5904 if you need directions to hand deliver.

The opening of the sealed proposals will be at 11:00 am at 5800 Southland Drive, Mobile, AL on December 13,2021. Proposals will not be accepted after this time. 5 copies of the proposal shall be submitted in a sealed envelope marked **Food Service Management Company Proposal**. Each proposal must include all required responses and documents at the time of proposal opening.

2. The SFA reserves the right to reject any or all proposals if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.
3. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals should be carefully worded and must convey all the information requested to be considered responsive. Proposals that do not contain all required documents will be considered unresponsive and will be eliminated from consideration. Modification of RFP documents and/or required forms will disqualify the proposal. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing.
4. The FSMC is required to respond to this RFP in the format as described beginning on page 49 of this document. The FSMC may provide collateral documents that further display the company's products and services including notebooks, brochures, pictures, and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined, and required in this RFP. All required documents must be presented in the same order and labeled in the same manner as shown on Page 51 Any **proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.**

5. The RFP is composed of six sections:

Section I. General Information

Section II. Required Qualifications of FSMCs

Section III. Definitions Applicable to All RFP/Contract Sections

Section IV. Specific Requirements

Section V. Standard Terms and Conditions

Section VI. Required Format for FSMC's Response to the RFP

6. The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is an FSMC whose financial, technical, and other resource indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. An Evaluation Committee, **appointed by the SFA's Procurement Officer**, will review, and evaluate all written proposals based on pre-established criteria, will observe presentations from highest ranking offerors, and will make final recommendations to the SFA's Administration.
7. Offerors, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the offeror prior to the approval of the Contract by the SA and the signing of a contract by all parties. **Paying the FSMC from Child Nutrition funds is strictly prohibited until the contract is signed.**

8. If clarification is needed, address a written request to:
Noel V. Andrews 5750-A Southland Drive, Mobile, AL 36693

Any additional information provided to one offeror will be available to all.

E. Late Proposals

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

F. Pre-Award Clarification

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

G. Final Contract

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

H. Conflict of Interest

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

I. Protest Procedure

Protests of awards exceeding \$10,000.00 in value shall be submitted to the SFA's Board Chair within fifteen (15) calendar days from the date of the Contract award. The protest shall be in writing and shall address specific areas of concern or dispute. Documentation shall be provided to support the dispute. Address protests to:

Johnstone Adams, LLC
Attn: Bo Perry
One St. Louis Street
Suite 4000
Mobile, AL 36602

**SECTION II.
REQUIRED QUALIFICATIONS OF
FOOD SERVICE MANAGEMENT COMPANIES**

FSMCs must meet the following qualifications for the proposal to be considered responsive.

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

1. The FSMC must be incorporated or licensed to do business in the State of Alabama.
2. It is preferred that the FSMC have been doing business with similar SFAs and must be familiar with Federal and State regulations pertaining to the operation of a nonprofit Child Nutrition program.
3. Annual reports for financial statements must be certified by a Certified Public Accountant for the past year and must be included in the pre-qualification data.
4. An authorized representative of the FSMC must certify acceptance of the criteria and the basis for selection of an FSMC.

Please include a letter in the proposal response which adequately addresses items 1-5 above marked as "Attachment A" with the proposal.

EVALUATION CRITERIA

1. The per meal equivalent guarantee- Lowest per meal equivalent guarantee offered by any FSMC divided by the per meal equivalent guarantee offered by this FSMC, **the result of the division shall be multiplied by thirty (30) to obtain the maximum points to be awarded this potential FSMC.**
2. Management Fee Price Proposal – Lowest per meal equivalent fee offered by any FSMC divided by the per meal equivalent fee offered by this FSMC, **the result of the division shall be multiplied by twenty (20) to obtain the maximum points to be awarded this potential FSMC.**
3. Menus/product description documents/nutrition analyses as submitted in response to the menu system. **Maximum twenty (20) points.**
4. New marketing strategies/training plans to be implemented. **Maximum fifteen (10) points.**
5. Experience of On-Site Management Company Staff. On-Site Company Staff with experience with the National School Lunch/Breakfast Programs is preferred. One point will be earned for every year of experience. (Resumes will be reviewed by the SFA and candidates will be interviewed to determine selection of on-site management personnel.) However, only the experience within the last ten (10) years will be considered. **Maximum ten (10) points.**

6. Management Company Experience. Companies with experience operating the National School Lunch/Breakfast Programs is preferred. Points will be awarded based on the recommendations provided by other SFA's in which the FSMC has operated within the past ten (10) years. **Maximum ten (10) points.**

SECTION III DEFINITIONS APPLICABLE TO ALL RFP/CONTRACT SECTIONS

Buy American means the “Buy American” provision (in section 12(n) of the National School Lunch Act) requires schools to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the SFA must follow the same “Buy American” provisions that the SFA is required to follow.

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

Competitive Proposals (previously known as Competitive Negotiation), i.e. a request for proposals solicitation, means a method of procurement whereby a technical proposal is solicited that explains how the prospective offeror will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

Contract means a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of school meals programs, a contract is executed by the authorized representatives of the SFA and the contractor that calls for the provision of services, materials, supplies or equipment by the contractor in accordance with all conditions and specifications in the proposal documents, for a price to be paid by the SFA prior to execution.

Contract Documents means the specifications, requirements, RFP, and the resulting contract.

Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more. State law or policy may set stricter capitalization thresholds for equipment than the one set by Federal standards. Any SFA may use its own definition of equipment if its definition would at least include all items of equipment as defined here. State agency prior approval is required for all capital equipment items with an acquisition cost of \$5,000 or more unless the item is identified on the State agency approved list, if applicable.

Execution of Contracts means to complete and formally sign the legal document. For school meals purposes, it is the official signing of the contract by the SFA and the contractor, which indicates that the contract has begun (or has been renewed). Before any contract or amendment to an existing FSMC contract is executed, a State agency must review and approve the contract terms and assure that the SFA has incorporated all State agency required changes into the contract or amendment.

Fixed-price contract means price that is fixed at the inception of a contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision tied to a standard index.

FNS means the Food and Nutrition Service of the United States Department of Agriculture. FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.

Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2]

Meal Equivalency Factor (MEF) is a statistical tool that is used to convert a la carte sales into a standard of measure, in this case a “meal.” The MEF is often used to convert a la carte sales into meal equivalents for billing purposes in fixed price contracts.

Noncompetitive Proposal – found in 2 CFR 200.320(f) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- Proposals must include both price and terms using the same procedures that would be followed for competitive proposals.

Non-federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit School Food Service means all food service operations conducted by the SFA principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services. Per 7 CFR 210.16(a)(5) & (6) school food authorities must retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims; in addition they must retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.

Offeror means the entity that provides an offer in response to a solicitation of a request for proposals (RFP), for the purpose of providing a product or service and the price/cost of providing such.

Processor means, as defined in 7 CFR 250.3, “any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual recipient agency under contract are exempt under this definition.”

Procurement means the process of obtaining goods and/or services in accordance with applicable rules and regulations.

Request for Proposals (RFP) means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and a fixed-price type contract is awarded, as appropriate.

Responsible Offeror means an entity capable of performing successfully under the terms and conditions of the solicitation and contract.

Responsive Proposal is one which conforms to all the material terms and conditions of the solicitation.

School Food Authorities (SFAs) means the governing body which is responsible for the administration of one or more schools, and has legal authority to operate the National School Lunch Program or School Breakfast Program therein *or* be otherwise approved by FNS to operate the program. The school system superintendent is typically the person authorized by the governing body to sign legal documents for the SFA.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this guidance, the Simplified Acquisition Threshold is \$150,000, but this threshold is periodically adjusted for inflation. [2 CFR 200.88]

Sole Source Procurement refers to one type of noncompetitive proposal found in 2 CFR 200.320(f)(see Noncompetitive proposal, above); in the Child Nutrition Programs this occurs only when the goods or services are available from only one manufacturer through only one distributor or supplier. Sole source describes a condition of the procurement environment. In a true sole source situation, conducting a traditional solicitation (sealed bid, competitive negotiation or small purchase) is a meaningless act, because the element of competition will not exist. When faced with an actual sole source situation, an SFA must first obtain State agency approval, and then go directly to the one source of supply to negotiate terms, conditions and prices.

Solicitation means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all of the contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the proposals.

USDA Foods (formerly USDA Commodities) means foods purchased by the United States Department of Agriculture. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions.

Vendor means a merchandiser of complete meals, meal components, or raw materials.

**SECTION IV
SPECIFIC REQUIREMENTS**

FSMC RESPONSIBILITIES:

- A. The FSMC shall provide the following services:
1. The preparation and service of food to students, SFA employees and guests of the SFA, in accordance with the description of the menu style described in this RFP/Contract.
 2. The maintenance of all records as needed by the SFA to support its claim for reimbursement; at a minimum, the FSMC shall report claim-related data to the SFA, promptly at the end of each month,
 3. The retention of all records for a period of three years after the submission of the final Claim for Reimbursement for the fiscal year; if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the issues raised by the audit.
 4. Shall comply with all regulations governing the uses of USDA Foods as prescribed in 7 CFR 250; shall record and report the value of USDA Foods to be used in crediting, or the actual values assigned, using the format and requirements prescribed by the SA.
 5. Shall utilize the maximum amount of USDA Foods to the benefit of the nonprofit Child Nutrition program. The FSMC must respond to USDA food orders, as necessary, to take full advantage of the USDA Foods offered and shall ensure that all Foods received for use in the non-profit Child Nutrition Program, for the period specified in the Agreement between the SFA and the SA are used within the period specified by the SFA as either the school year or fiscal year.
 6. Shall report the value of USDA Foods, including processed USDA Foods, to the SFA monthly. The USDA Foods values are to be based on the values as reported by the SA at the time the SFA receives the USDA Foods. No value or benefit of USDA Foods shall accrue in any manner to the FSMC.
 7. Daily temperature records must be maintained in all sites on all refrigerated equipment, including holidays.
 8. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the routine cleaning of cafeteria tables and chairs. The washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, grease filters and traps, light fixtures, window coverings, in the kitchen and storage areas used by the contractor, including the cleaning of floors and walls in these areas, and the wiping of tables and chairs in the dining areas between serving periods or as needed.
 9. Placement of all garbage and trash in appropriate containers and place in the area designated by the SFA for later removal.
 10. Responsibility for cleaning of all ducts and hoods above the filter line at a minimum of 4 times per year or as needed. Detachable filters will be cleaned weekly or as needed.
- B. The FSMC will be paid on a per meal rate plus a management fee. Both the per meal rate and the management fee will be incorporated into the Maximum Allowable Cost of the Contract. All program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the Administrative or Management Fee. The same travel, lodging and expense reimbursement regulations, that apply to SFA personnel, shall apply to FSMC personnel. The following must be included in the management fees and may not be charged to any other expenses.

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

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

Amount of Food Per Week (Minimum Per Day)

Food Group	Grades 9 - 12
Fruits (cups)	5 cups (1 cup minimum per day)
Grains (oz. equivalent) and Meat/Meat Alternate*	9 – 10 ounces (1 ounce minimum per day) *M/MA may be substituted for grains after the minimum daily grain’s requirement is met.
Fluid Milk (cups)	5 cups (1 cup minimum per day)

1. Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.
2. One quarter cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
3. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups, as defined in §210.10(c)(2)(iii) of this chapter.
4. 100% of the grains offered weekly must be whole grain-rich as specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
5. There is no meat/meat alternate requirement.
6. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored (fat-free only) provided that unflavored milk is offered at each meal service.
7. Breakfast must be priced as a unit to be claimed for reimbursement.
8. To offer *a la carte* meal service, all eligible children must be offered free, reduced-price, and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the *A la Carte* (Supplemental Sales) price schedule established by the SFA. *A la Carte* items will comply with applicable Federal and State regulations.
9. Menus must be planned to use the food-based menu planning system and must comply with the grade groupings described above. Menus as planned must be offered and served to students. Substitutions of food items must be approved, in advance, by the SFA. The FSMC must provide written documentation to the SFA for any substitutions. Menus planned, offered, and served must meet student preferences as

determined by student surveys and/or advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

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

Calorie Ranges Minimum-maximum calorie	450-600 Calories
Saturated fat (% of total calories)	<10% of calories
*Sodium (mg)	≤ 500 milligrams
Trans fat	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving

1. The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values).
2. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
3. Sodium Target 2 (shown) is effective July 1, 2021 (SY 2021-2022). *Currently suspended for SY21-22 due to USDA COVID-19 Waiver.
4. Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.
5. Daily nutrition analyses must be provided by the FSMC to document that all reimbursable meals are planned, offered, and served to students meet USDA requirements which are based on the 2005 Dietary Guidelines for Americans. The nutrition analysis of all reimbursable meals must be completed for duration of contract period.

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

Amount of Food Per Week (Minimum Per Day)

Meal Pattern	Grades 9 - 12
Fruit (cups)	5 cups (1 cup minimum per day)
Vegetables (cups)	5 cups (1 cup minimum per day)

Dark Green	½ cup
Red/Orange	1 ¼ cups
Beans/Peas	½ cup
Starchy Vegetables	½ cup
Other Vegetables	¾ cup
Additional Vegetables to Reach Total	1 ½ cups
Grains (oz. equivalent)	10-12 oz (2 oz minimum per day)
Meats/Meat Alternates (oz. equivalent)	10-12 oz (2 oz minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)

1. All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
2. Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.
3. One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
4. Larger amounts of these vegetables may be served.
5. This category consists of “Other vegetables” as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.
6. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
7. 100% of the grains offered weekly must be whole grain-rich as specified in FNS guidance, and the remaining grain items offered must be enriched.
8. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored (fat-free only) provided that unflavored milk is offered at each meal service.
9. Lunch must be priced as a unit to be claimed for reimbursement.
10. To offer *a la carte* meal service, all eligible children must be offered free, reduced-price, and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the *A la Carte* (Supplemental Sales) price schedule established by the SFA. *A la Carte* items will comply with applicable Federal and State regulations.

11. Menus must be planned to use the food-based menu planning system and must comply with the grade groupings described above. Menus as planned must be offered and served to students. Substitutions of food items must be approved, in advance, by the SFA. The FSMC must provide written documentation to the SFA for any substitutions. Menus planned, offered, and served must meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than those living in this geographic region are not acceptable.
12. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period. Water must be available to students at no charge at breakfast, if served in the cafeteria, but encouraged regardless of service location.

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

Calorie Range Minimum – maximum calories (750-850 calories
Saturated fat (% of total calories)	<10 grams
*Sodium (mg)	≤ 740 milligrams
Trans fat	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving

1. The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values). Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.
 2. Sodium Target 2 (shown) is effective July 1, 2021 (SY 2021-2022). *Currently suspended for SY21-22 due to USDA COVID-19 Waiver.
 3. Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.
- E. Meal System for Reimbursable After-School Snack Program. Daily the FSMC shall make readily available to all students participating in the after-school snack program the following:
1. A minimum of two items must be offered from the following four food components. Any combination of two of four items listed is acceptable except for milk served with juice.
 2. An after-school snack which consists of:
 - a. a choice of milk, fluid 1 cup (8 ounces)
 - b. a choice of one meat or meat alternate (1 ounce)
 - c. a choice of a fruit, or vegetable or 100% juice (3/4 cup)
 - d. a choice of 1 serving enriched grains/breads, (1 ounce or equivalent)
 3. The quantities of food served shall be in accordance with the Federal Meal Pattern requirements and the

recommendations for the specific age groups as found in 7 CFR 210.

- F. Detailed product description documents (i.e., Nutrition Fact labels/ingredient lists, Child Nutrition (CN) Labels, standardized recipes, manufacturer's Product Formulation Statements, and the USDA Food Buying Guide) shall be the basis for determining crediting, quality, and adequacy of yield for all food items.
- G. The FSMC shall supply special diets to any students with disabilities as required for medical reasons when prescribed and approved in writing by a medical doctor for or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose disability restricts their diet and those non-disabled students who are unable to consume regular meals or snacks because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the FNS, USDA. A record of special diets planned and served daily shall be maintained as required.
- H. Should reimbursement for a meal be denied, or a claim for loss of USDA Foods be established against the SFA, because of an Administrative Review, the amount of the denied reimbursement (food loss, overclaim or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the SFA's nonprofit school food service account.
- I. The FSMC will not be responsible for an overclaim due to the determining official's incorrect classification of a free and reduced-price meal application.
- J. The SFA and FSMC will follow USDA Smart Snacks in School Standards and Alabama Implementation of USDA Smart Snacks in School and Fundraising Activities regarding competitive food sales.
- K. Should the SFA require food service for special functions, such as banquets, etc. a firm price per meal shall be negotiated and confirmed in writing with the SFA official requesting the service.
- L. The FSMC shall serve free and reduced-price meals to all eligible children approved by the SFA and shall protect the anonymity of such children.
- M. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied, such as the food away from home series of the Consumer Price Index (CPI). Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The same procedures apply if the SFA petitions the FSMC for a decrease in the per meal charge. The SFA must forward all documentation to the SA, for review and approval. No price increase may be implemented under this provision without prior approval of SA.
- N. All Contract revisions after signing shall be provided in writing to the SA by the SFA. **Any additions or changes to the contract that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.**

SFA RESPONSIBILITIES

- O. The following are responsibilities that shall not be delegated when an SFA enters a contract with a FSMC:
 - a. Adhere to the procurement standards specified in 7 CFR 210.21 throughout the solicitation and contract process.
 - b. Ensure that the Child Nutrition operation is in conformance with the SFA's legally binding Agreement with the SA.

- c. Retain control of the quality, extent, and general nature of its Child Nutrition program and the prices to be charged for meals served to students.
- d. Retain-signature authority on the annual Agreement with the SA, the free and reduced-price policy statement and all claims submitted by the SFA.
- e. Ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's non-profit Child Nutrition Program and are fully utilized therein.
- f. Ensure that all applicable health certifications are maintained and that all State and local regulations are being met by the FSMC.
- g. Shall be accountable for the full value of USDA Foods, including both entitlement and bonus items, issued to the SFA by the Food Distribution Division of the SA and shall be responsible for overseeing the process of planning, ordering, receiving, storing, inventorying, tracking, and utilization of USDA Foods.
- h. Signature authority on the monthly Claim for Reimbursement.
- i. Development, distribution, and collection of the parent letter and application for free and reduced-price meals.
- j. Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations;
- k. Direct certification of students eligible for free meals based on data provided by state and/or local agencies;
- l. Verification of applications for free and reduced-price meals;
- m. Control of the nonprofit school food service account and overall financial responsibility for the Child Nutrition Programs;
- n. Establishment of all program and non-program meal and *A la Carte* prices;
- o. Retention of Title to USDA Foods and assurance that the FSMC has credited the SFA for the value of all donated foods received for use of the SFA's food service in a school year, irrespective of the actual use of the foods. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's Child Nutrition Program, in the school or fiscal year, including the value of donated foods contained in processed end products.
- p. Development of the 21-day cycle menu for the FSMC (RFP) proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service;
- q. Monitoring responsibilities under program regulations;
- r. Establishment and maintenance of an advisory board composed of parents, teachers, and students to assist in menu planning with FSMC representative(s).
- s. Assurance that the maximum amount of USDA Foods is received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit Child Nutrition Program;
- t. Responsibility for ensuring resolution of Administrative Review findings, and
- u. The SFA will assign an employee of the SFA who meets USDA Professional Standards/SA

requirements to monitor compliance of the contract. A progress report must be completed and provided monthly to the FSMC and must include as a minimum:

- i. The efficiency and effectiveness of the contractors' performance of the tasks specified in the contract.
 - ii. The general quality of professional personnel utilized in the performance of the contract.
 - iii. The conformance of the contractor with the cost provisions of the contract.
 - iv. Other evaluation information pertinent to the contract and related factors, such as accurate records to support the claim for federal reimbursement, the utilization of USDA Foods, and all compliance issues.
 - v. Other as deemed necessary by the SFA or SA.
- P. Any silence, absence or omission from the contract specification concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.
- Q. Revenue, including rebate and credits issued from the processing of USDA Foods can be used only for the SFA's nonprofit Child Nutrition Program and cannot accrue to the FSMC. All revenue and any expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not reflected as allowable in this contract and not billed to the SFA cannot be recorded as expenses to the Child Nutrition Program account. Control over the Child Nutrition Program account must be retained by the SFA.

SECTION V. STANDARD TERMS AND CONDITIONS

. Scope and Purpose

1. The FSMC shall operate the SFA's Child Nutrition Program for the benefit of the students, faculty, staff, and guests. The FSMC shall operate the Child Nutrition Program in accordance with state and federal laws governing the operation of a non-profit Child Nutrition Program. Federal regulations found in 7 CFR 210, 220, 245, 250 and 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, FNS instructions and policy memoranda issued by the USDA, FNS, and policies of the SA. The FSMC shall operate in conformance with the SFA's Agreement with the SA.
2. The SFA shall be legally responsible for the SFA's nonprofit Child Nutrition Program and shall supervise the food management operations in such manner as will ensure compliance with the rules and regulations described in Item A (1). The SFA shall conduct monthly performance, accountability, and other reviews and as required by State and Federal regulations and guidelines as well as periodic on-site reviews to include inspection of food and supplies received, food preparation, storage and service areas, food production and meal service and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by the SA.
3. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the sites designated by the SFA in this RFP (Appendix A) for the National School Lunch Program, School Breakfast Program, and After School Snack Program.
4. All income accruing because of payments by children and adults, federal and state reimbursements, USDA Foods, and all other income from sources such as donations, special functions, a la carte sales, contract or

catered meals, proceeds from the sale of food service equipment, interest payments and other sources related to the Child Nutrition Program shall be deposited in the SFA's nonprofit Child Nutrition Program account. Any profit or guaranteed return shall remain in the SFA's nonprofit Child Nutrition Program account. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under the USDA Regulations 7 CFR 210.16 (c) and 2 CFR 200.323(a).

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

Signature and Approval Authority

1. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and monthly claim for reimbursement.
2. The preparation of the annual application for Federal/State funds and the Agreement with the SA, for operation of the National School Lunch Program, School Breakfast Program, and After School Snack Program shall be the responsibility of the SFA.
3. The preparation of the application to receive USDA Foods shall be the responsibility of the SFA. The agreement signed between the SA, Food Distribution Division, and the SFA to receive USDA Foods shall become part of the contract.
4. Any agreement between the SFA and a state or local Social Services Agency for the purpose of sharing confidential information about a student's ability to participate in any other federally funded food assistance program shall be approved and signed by an official of the SFA.

Free and Reduced-Price Meal Policy

1. The preparation of the annual Free/Reduced Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the FSMC. The SFA shall ensure that the nonprofit Child Nutrition Program is in conformance with the SFA's approved Free and Reduced-Price Policy. The FSMC shall operate in compliance with the approved Free and Reduced-Price Meal Policy.
2. The SFA shall be responsible for the development, distribution and collection of parent letters and application for free and reduced-price meals. The SFA shall also be responsible for ensuring that student's confidential meal eligibility status is disclosed only to individuals eligible under the law to receive it.
3. Approval of Free/Reduced Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA and for directly certifying students for the program. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to determinations regarding eligibility for free or

reduced-price meals.

4. The FSMC shall implement an accurate point of service (POS) system to accurately record reimbursable meals served to students and to file claims for reimbursement in accordance with the Agreement to participate in the NSLP and SBP. Such a POS system must eliminate the potential for the overt identification of free and reduced-price eligible students and must be approved by the SA.

. USDA Foods

1. Any USDA Foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit Child Nutrition Program. The SFA must always retain the title to all USDA Foods, and at no time, shall the ownership of USDA Foods be transferred to the FSMC or other entity. The SFA shall assure the maximum amount of USDA Foods are received and utilized by the FSMC. The FSMC will use all USDA Foods issued to the SFA and will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality when USDA Foods are not available, in the SFA's Child Nutrition Program. The FSMC shall maintain adequate storage, inventory, and control of such USDA Foods to ensure that its use is in conformance with the SFA's agreement with the Food Distribution Division. The FSMC shall comply with all provisions of 7 CFR 250.50 concerning the responsibilities of FSMCs in the crediting, receipt, storage, use, reporting and where instructed by the SFA, the disposal of USDA Foods. The SFA shall ensure that all activities relating to USDA Foods for which the FSCM shall be responsible are consistent with the provisions of & CFR 250.50(d),
2. The FSMC shall report and/or credit the value of USDA Foods received, monthly and annually, to the SFA. **The FSMC must give credit to the SFA monthly for all USDA Foods received in the previous month by way of an invoice reduction. The invoice reduction must be clearly documented by a separate line-item entry on invoices. The value of these USDA Foods will be determined by the Food Distribution Division of the SA.**
3. The FSMC must provide adequate documentation to the SFA to ensure that USDA Foods, including entitlement and bonus USDA Foods, and USDA Foods contained in processed end products, received for use in the SFA's Child Nutrition Program from the period of 01/01 to 12/31 were specifically used in the SFA's Child Nutrition Program during this period. These dates will be advanced upon each renewal to reflect the appropriate dates for the length of renewal. All activities related to USDA Foods for which the FSMC will be responsible, shall be in accordance with 7 CFR 250 Subpart D – Donated Foods in Contracts with Food Service Management Companies, and written assurance that such activities are being performed in accordance with the applicable requirements in 7 CFR 250 will be provided to the SFA on an annual basis.
4. The FSMC must use all USDA Foods and processed end products in inventory carried over from any previous contract in the SFA's Child Nutrition Program, unless the SFA determines, and documents, in writing to the SA, that such foods are out-of-condition, in which case they must not be used. The SFA must ensure that the FSMC reports the value of any additional credit for any USDA Foods not accounted for in the fixed price per meal contract, and any USDA Foods that are not made available until later in the school year.
5. The liability for the proper use of the USDA Foods will be the responsibility of the FSMC. The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the FSMC to maintain records under the Contract shall be considered factual evidence of improper use or loss of USDA Foods. The SFA is responsible for obtaining restitution from the FSMC in connection with any claim for improper use or loss of, or damage to USDA Foods. The FSMC will maintain all records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

6. The FSMC must guarantee, in writing to the SFA, that USDA Foods ground beef and ground pork and processed end products are used in the SFA's Child Nutrition Program without substitution. Further the FSMC must document, in writing to the SFA, that any items substituted for USDA Foods issued by the Alabama State Department of Education (excluding ground beef and ground pork) and commercial substitutes are of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods issued to the SFA. Upon termination of the contract, the FSMC must return all unused USDA Foods ground beef, ground pork, and processed end products, and must return other unused donated foods.
7. The FSMC shall not enter processing contracts with a processor on behalf of the SFA; only the SFA may enter USDA Foods processing contracts. If, however, the FSMC acts as an intermediary between the processor and the SFA in receiving processed products from the processor, the FSMC must report and/or be accountable to the SFA for the value of processed products upon receipt; specifically, the FSMC must account for and report the USDA Foods value in end products procured by the SFA in accordance with the processing requirements in Subpart C of Part 250. The procurement of processed end products will comply with subpart C of 7 CFR 250 and with the provisions of the Alabama State Department of Education, Food Distribution Division's processing agreements, and will ensure reporting and/or crediting of the SFA's Child Nutrition Program for the value of USDA Foods contained in such end products at the processing agreement value.
8. The FSMC and SFA will maintain records to document its compliance with requirements related to USDA Foods in accordance with 7 CFR 250.54(b).
9. The SFA, SA, USDA, the Comptroller General or their duly authorized representatives may perform onsite reviews of the FSMC's Child Nutrition Program, including a review of facilities and records to ensure compliance with the requirements for the management and use of USDA Foods. The FSMC shall have all records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
10. Extensions or renewals of the Contract, if applicable, shall be contingent upon the fulfillment of all statutory provisions, including those related to USDA Foods.

. Operations

1. The FSMC, as agent for the SFA, shall serve on such days and at such times as requested by the SFA:
 - a. Meals, priced as a unit, which meet the meal component requirements prescribed by USDA.
 - b. Such other food as may be agreed upon by FSMC and SFA. To offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. A la carte offerings will comply with applicable Federal and State regulations.
2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Appendix C) and developed in accordance with the provisions of 210.10. Thereafter, changes in the menu may be made with the approval of the SFA.
3. The FSMC shall make recommendations to the SFA regarding the Child Nutrition Program and the prices to be charged for meals and snacks; however, the SFA will retain control over the quality, extent, and general nature of its Child Nutrition Program.
4. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service; that do not meet the specifications developed by the SFA or that do not otherwise meet the requirements of this Contract; provided, however, that no deduction shall be made unless the SFA shall give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying

the number of meals for which the SFA intends to deduct payment and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.

Facilities, Equipment, and Inventory

1. The SFA shall make available to the FSMC suitable facilities, completely equipped and ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this Contract. The FSMC agrees to utilize the SFA owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with Health Regulations of the State.
2. Records of equipment depreciation will be maintained, and recorded in the appropriate reporting system. The SFA shall always have full access to the food service facilities. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.
3. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all Federal, State, and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees or agents shall be the sole responsibility and expense of the FSMC.
4. The SFA shall provide and maintain an adequate inventory of smallwares, expendable equipment and cash registers. All smallwares and small expendable equipment and cash registers shall remain the property of the SFA.
5. All equipment and/or fixtures added by the FSMC during the term of the Contract will become the property of the SFA. Fixtures for the purpose of this Contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples: include but are not limited to counters, islands, stove, ovens, sinks, service stations which cannot be removed without damaging the floor, etc.).
6. The SFA shall retain the right to rent any SFA owned food service facility to outside groups during non-site hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require that a member(s) of the Child Nutrition Program staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental.
7. During this Contract, the title to all SFA food, equipment and supplies shall remain in the SFA. At the termination of this Contract the FSMC and SFA shall jointly undertake a closing inventory of all food, equipment, and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against the FSMC's final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to the FSMC's final billing as a Direct Cost.

Regulatory Compliance

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR 15). Any

violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

2. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer based on a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate not less than 1 ½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.
4. The FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
5. The FSMC shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, “Civil Rights Compliance and Enforcement in School Nutrition Programs”.
6. The FSMC shall comply with the “Buy American” provision for contracts that involve the purchase of food as per USDA Regulation 7 CFR 220.21(d) and FNS Policy Memo SP 38-2017.
7. The FSMC shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Debarment*, *Certification Regarding Drug-free Workplace*, *Suspension, Ineligibility, and Voluntary Exclusion* form and *Disclosure Form to Report Lobbying* and shall include these documents as part of the contract. (See Attachments O-S).
8. The FSMC acknowledges that under Alabama Code 15-20A-17, no adult sex offender, after having been convicted of a sex offense involving a minor, shall enter onto the property of a K-12 school while school is in session or attend any K-12 school activity unless the adult sex offender does all of the following: a.) notifies the principal of the school, or his or her designee, before entering onto the property or attending the K-12 school activity b.) immediately reports to the principal of the school, or his or her designee, upon entering the property or arriving at the K-12 school activity c.) complies with any procedures established by the school to monitor the whereabouts of the sex offender for the duration of his or her presence on the school property or attendance at the K-12 school activity. For a public K-12 school, the local school board shall adopt a policy to effectuate this section. The FSMC shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on SFA property or at SFA events. The FSMC shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. SFA reserves the right to prohibit any individual employee of Provider from providing services on SFA property or at SFA events if SFA determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

9. The FSMC shall abide by all applicable State and Federal laws when providing services under this contract.

Records and Record-keeping

1. The FSMC shall maintain such records the SFA will need to support its claim for reimbursement of the daily number of meals served by category. These meal counts must be reported daily. The FSMC will maintain all additional records and reports required under the National School Lunch, Breakfast and After School Snack Programs (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA within ten (10) days following the end of each month of operation.
2. The FSMC must retain revenue records broken down by source, type, and category of all meal service (a la carte sales, reduced price and full price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and School Breakfast Program. All records maintained to report the value of USDA Foods and processed end products received from, or on behalf of the SFA, for use in the SFA's Child Nutrition Program must be maintained; further documentation that the FSMC has accurately and regularly credited the SFA for the value of all USDA Foods received in the fiscal year and the value of USDA Foods contained in processed end products must be maintained. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.
3. All records of the FSMC pertaining to the SFA's Child Nutrition Program shall be made available to representatives of the SFA, the SA, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon Contract termination.
4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA's nonprofit Child Nutrition Program.

Personnel

1. The FSMC shall employ an on-site, full-time Child Nutrition management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's Child Nutrition Program. Salary, benefit, and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC's site manager. The SFA shall furnish an office and any standard office equipment to support the Child Nutrition management position.
2. All FSMC personnel **will** be subject to rules and regulations of the SFA while on the SFA's premises.
3. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory Child Nutrition Program employees; provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of compensation and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the

FSMC.

4. The FSMC shall be responsible for training personnel, including SFA-employed supervisory and non-supervisory Child Nutrition Program employees. All SFA and FSMC personnel assigned to the Child Nutrition Program in each site shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site's Child Nutrition Program. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. Training must be provided and documented in accordance with USDA Professional Standards requirements 7 CFR 210.30 for CNP employees on a yearly basis.
5. The SFA shall maintain accurate, timely and detailed records of personnel and other payroll costs for employees assigned to the Child Nutrition Program, and shall grant FSMC access, during regular business hours, to such books and records except as protected by State law.
6. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state, or local law or regulation with respect to its personnel providing services hereunder.
7. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by labor regulations (41 CFR 60). Neither the SFA nor the FSMC shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to duty in the SFA's Child Nutrition Program. The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable Federal, State, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.
8. The FSMC shall comply with provisions of the Fair Labor Standards Act; provisions of the Occupational Safety and Health Act and the standards and regulations issued thereafter. The FSMC shall comply with applicable Federal, State, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute Child Nutrition Program employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.
9. The FSMC shall provide Worker's Compensation coverage for its employees.
10. The SFA may request in writing the removal of an employee of the FSMC who conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of students or site personnel. The FSMC shall immediately restructure staff to avoid a disruption of service. The SFA shall not be liable for the personnel actions of the FSMC.
11. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable Federal, State, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.
12. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two

full calendar weeks prior to the commencement of operation.

13. The FSMC shall require all employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA's Human Resources Department upon request. The cost of such examinations shall be a Direct Cost. The FSMC will test its employees for drugs and alcohol and perform criminal record checks as required by the RFP. The FSMC will not place in any SFA owned site any employee of the FSMC who has tested positive for controlled substances in violation of SFA's Drug Free Workplace policy or any employee that has been convicted of, pled guilty or no contest to or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude or violent behavior of any kind.
14. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of Alabama during the last 10 years, the criminal record checks shall extend beyond AL to include each county/state the person has lived in for the last 10 years. All criminal record checks must be provided to the SFA upon request.
15. The FSMC must conduct drug testing prior to hiring employees who will perform services at SFA sites. Applicants that fail the drug test may not be hired to perform services at SFA sites. The results of drug tests must be available to the SFA upon request.
16. The FSMC will not place in any SFA owned site any employee of the FSMC who has tested positive for controlled substances in violation of the SFA's Drug Free Workplace Policy or any employee that has been convicted of, pled guilty or no contest to or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude or violent behavior of any kind.

Procurement (if the SFA plans to procure its own food, this section must be amended)

1. The FSMC, as an authorized agent of the SFA, shall purchase all food. **All purchases shall be made by the FSMC and shall be used solely in the SFA's nonprofit Child Nutrition Program.** All food and related supplies purchased by the FSMC shall be kept separate and apart and the title thereto shall always remain in the SFA. All such purchases shall be made in the name of the SFA. The FSMC will credit all rebates, bonuses, trade discounts and other procurement benefits to the SFA's nonprofit Child Nutrition Program.
2. The FSMC must follow the procurement regulations as described in 2 CFR 200.323(a). The FSMC and SFA shall establish a written Procurement Plan that describes the SFA's procedures for the acquisition of food, supplies, services, and equipment in accordance with Federal, State, and local laws. The Procurement Plan must include a system that enables each site to confirm that food, supplies, services, and equipment that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA's Contract Official approves an appropriate process to be followed to assure free and open competition according to 2 CFR 200.323(a).
3. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.
4. If the effective dates of any procurement contract that should be signed because of this RFP extend beyond the current State or Federal fiscal year, the contract will be conditional upon the availability and receipt of

Federal, State and/or local funds.

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

Accounting Practices, Revenues and Receipts

1. All Federal and State reimbursements and cash receipts shall be utilized solely in the SFA's nonprofit Child Nutrition Program or for the improvement of such Child Nutrition Program. All cash receipts shall be turned over to the SFA for deposit in the SFA's nonprofit Child Nutrition Program account. The SFA represents and warrants that all financial and operating information provided by the SFA to the FSMC is true, complete, and correct and presents fairly and accurately all items of revenue and expense of the SFA's nonprofit Child Nutrition Program to be managed by the FSMC.
2. The FSMC shall submit operating statements to the SFA each month. The SFA, at the SFA's expense, shall have the right to audit all operating statements. All books and records relating to the operation of the Child Nutrition Program shall be made available, as required by State and Federal Regulations, for inspection and audit by the SFA, State or Federal auditors.
3. The FSMC must credit the SFA for the value of donated foods including those contained in end products that the FSMC procures from a processor on behalf of the SFA. Such credits will be applied monthly, if applicable, to the invoice submitted by the FSMC to the SFA. The USDA Foods value credited on the monthly invoice should match the USDA Foods value provided by the SA. The credit shall be in the form of an invoice reduction to reflect the total value of USDA Foods used by the SFA during the invoice period.
4. Within twenty (20) days after the end of each Accounting Period, the FSMC will submit to the SFA an invoice for the SFA's financial obligation for such accounting period. All invoices for services shall be paid ten (10) days after the receipt of correct invoice. The invoices shall be presented by the third working day and shall cover all services for the previous calendar month. Within thirty (30) days following the end of the school year, the FSMC shall submit to the SFA an operating statement for the school year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.
5. All invoices presented for payment that are not paid within 30 days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the SFA's General Fund. Payment of late fees or other penalties, from the SFA's nonprofit Child Nutrition Program account are not allowable.
6. The FSMC must have an audit performed by an independent audit firm engaged by the FSMC. The audit must report on the FSMC's control, structure, policies, and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the FSMC to provide the required audit will result in non-renewal of the Contract between the SFA and FSMC.

Guarantees (This section is to be modified by the SFA's legal counsel.)

1. The FSMC guarantees revenues more than expenditures to the SFA in the amount stated in this contract. The revenues more than expenditures shall be determined by the annual independent audit conducted by the audit firm contracted with by the SFA. In the event that the actual revenues in excess of expenditures (total

revenue from all sources less Total Food Service Cost, including the management fee described in Attachment C, Meal Equivalency Table) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within 30 days of FSMC's receipt of written notice of the determination by the SFA of the amount of the shortfall which notice shall provide reasonable supporting information showing the manner in which such shortfall was computed.

2. All expenditures directly or indirectly associated or necessary to provide the SFA with Child Nutrition Program services shall be considered a direct expense to the program budget and included in the revenues more than expenditures statement for purposes of determining guaranteed results.
3. All information relating to the SFA's nonprofit Child Nutrition Program budget, revenues and expenses included in this RFP/Contract is provided for FSMC planning purposes. The SFA budget, revenues and expense are subject to change for future years based on market conditions.

l. Licenses, Fees and Taxes

1. The FSMC shall obtain and post all Federal, State, and local licenses, permits and other documents required by Federal, State, or local law to operate a nonprofit Child Nutrition Program.
2. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to excise tax, state and local income tax, payroll and withholding taxes for FSMC employees: the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the Cost Responsibility Detail Sheet shown in Appendix E.

l. Insurance

1. The FSMC is required to be insured adequately to support the terms of the Contract. The FSMC shall maintain the insurance coverage set forth in this Contract provided by insurance companies authorized to do business in the State of Alabama. A Certificate of Insurance of the FSMC's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award.
2. The FSMC shall have in effect during all times under this contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
3. The FSMC agrees to provide automobile liability insurance with the minimum coverage of \$1,000,000 combined single limit.
4. The FSMC agrees to provide worker's compensation insurance as statutorily required by law, including employee liability coverage up to \$1,000,000.
5. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
6. The FSMC agrees to name the SFA as an additional insured for services performed under the terms and conditions of the contract.

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

. Proprietary Information

1. During the term of the Contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of FSMC. These materials shall be the property of the FSMC.
2. The SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract.
3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature and materials used by the FSMC on the SFA's premises in connection with the Child Nutrition Program provided by FSMC under this Contract shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's Child Nutrition Program.
4. Upon termination of the Contract, all use of trademarks, service marks and logos owned by the FSMC or licensed to FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
5. The FSMC acknowledges that during this Contract, the FSMC shall have access to business systems, techniques and methods of operation developed at great expense by the SFA the FSMC recognized to be unique assets of the SFA's business. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or after the term of this Contract.

. Term and Termination (To be completed by the SFA's Attorney)

1. This Contract between the FSMC and SFA shall remain in force for one (1) year unless sooner terminated as herein provided. The Contract may be canceled by either party for cause or for convenience with up to 60-day written notice by the party terminating the Contract. The FSMC's allowance for its Management Fee and the charge per meal may be reconsidered on an annual basis. The Maximum Allowable Cost for All Meals and Services (see Attachment B & B-1), which includes the charge per meal and the management fee, may be reconsidered on an annual basis. The Maximum Allowable Cost for Meals and Services shall not exceed the most current annual *Consumer Price Index, Cost of Meals Away from Home*.
2. If, through any cause, the FSMC shall fail to fulfill in a timely and proper manner the obligations under this agreement, the SFA shall thereupon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof. Administrative, contractual, or legal remedies, in instances where the FSMC violates or breaches the terms and conditions of the Contract, shall be as follow: Upon any failure by FSMC to correct same after the receipt of notice of breach from SFA provided for in item 4 below, SFA may at is election, and in lieu of cancelling said agreement, impose a monetary penalty measured by SFA's unreimbursed cost, if any, of providing for such services

during the continuation of FSMC's inability or failure to perform.

3. If either party shall fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the agreement by giving thirty (30) days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the FSMC's inability or failure to perform.
4. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike of other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
5. In the event of a Force Majeure, which interferes with the operation of the SFAs Child Nutrition Program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA's total Child Nutrition Program costs.
6. In the event that the FSMC is not able to perform under this contract due to events beyond the reasonable control of the management company, i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God, the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's Child Nutrition Program.
7. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained all administrative, contractual, and legal rights and remedies to which they may be entitled.
8. The SFA agrees that if, upon being advised in writing by the FSMC that the management company's services are not returning a fair and equitable profit, the school district and management fail to effectuate new financial arrangements within thirty (30) days which rectify this problem, this agreement may thereupon be terminated by the management by giving sixty (60) days written notice to the SFA.
9. In the event of a change in the funding from Federal and/or State sources, the SFA reserves the right to cancel the contract in total or modify the terms and conditions as necessary.
10. The SFA may terminate this contract for breach/neglect as determined by school district when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by contract, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to school district, or failure to comply with Federal and State regulations and any other areas deemed pertinent by the SFA. The SFA is the responsible authority without recourse to FNS for the settlement and satisfaction of all contractual and administrative issues arising for the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

11. Upon the termination or expiration of the Agreement, the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premise occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA, pursuant to this contract, in the same condition as when originally made available to the management company, excepting reasonable wear and tear and fire and other casualty loss.
12. This Contract is made under and shall be governed and construed in accordance with the laws of the State of Alabama. The place of this contract, its suits and forum shall be Alabama, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

Additional Conditions

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an addendum to the RFP no less than ten (10) calendar days prior to proposal opening.
2. By entering a response to this RFP, the FSMC certifies that the corporation, firm, or person is submitting a proposal for the same materials, supplies, equipment, or services as specified in the RFP. The FSMC certifies that the proposal is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive responses are a violation of federal law and can result in fines, prison sentences and civil damage awards.
3. Conflicts of interest, gratuities and kickbacks or other inducements are prohibited. Any employee or any official of the SFA, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, responding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with State and/or Federal laws
4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.
5. The SFA reserves the right to accept and/or reject all proposals in the best interest of the SFA. The FSMC agrees that only a "cost plus fixed fee" Contract will be acceptable. Proposals that are submitted based on a "cost-plus-a-percentage-of-cost" or "cost-plus-a percentage-of-income" basis are prohibited and will not be accepted.
6. Final acceptance of any Contract because of response to this RFP shall be subject to approval by the SFA. The RFP becomes the official Contract when approved, awarded, and officially signed.

LIST OF APPENDICES

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

- | | |
|-----------------|---|
| Appendix A, A-1 | List of sites and a description of each, including ADM, ADP and student eligibility by category and current meal prices |
| Appendix B | Site Calendar, including meal service days, teacher workdays, required in-service training, etc. |
| Appendix C | Twenty-one (21) Day Menu Cycle for Breakfast and Lunch Programs (prepared by SFA) |
| Appendix D | <i>A la Carte</i> (Supplemental Sales) Food Items and Special Sales Revenue by Site |
| Appendix E | Other as indicated by the SFA |
| Appendix F | Cost Responsibility Detail Sheet |
| Appendix G | Written responses to questions from potential contractors |
| Appendix H | Contract provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR 200) |

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

Site or School	Address	Grade Levels	ADM	ADP	Beginning and Ending Times of Meal Service		
					Breakfast	Lunch	Snack
BayPointe Children's Residential Services	5800 Southland Drive Mobile, AL 36693	Kindergarten - 12th	112	112	6:30 to 7:30	11:00 to 12:00	2:00 to 3:30
BayPointe Hospital	5800 Southland Drive Mobile, AL 36693	Kindergarten - 12th	107	107	7:30 to 8:00	12:30 to 1:00	2:30 to 3:15
West Mobile Academy	5800 Southland Drive Mobile, AL 36693	Kindergarten - 12th	84	84	7:30 to 8:00	12:00 to 12:30	N/A

LIST OF SITES /DESCRIPTION (CONTINUED)

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

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)			Selling Price (\$)		All cash sales except reimbursable lunches (i.e., catered meals, a la carte, catering, vending machines, and concessions [if applicable])
	Full-Price	Free	Reduced- Price	Student	Adult	
BayPointe Children's Residential Services	0	41	0	3.25	4.25	8 additional protein charge as a la carte
BayPointe Hospital	0	39	0	3.25	4.25	8 additional protein charge as a la carte
West Mobile Academy	1	41	1	3.25	4.25	
TOTAL	1	121	1			

Do not include Special Functions

The selling price is what would be charged if meals were purchased by visitors. We do not have visitor meal purchases

**SITE CALENDAR
INCLUDING MEAL SERVICE DAYS, TEACHER WORKDAYS,
REQUIRED IN-SERVICE TRAINING, ETC...**

BayPointe Children's Residential and BayPointe Hospital are open and operational 24 hours a day 365 days per year. They do not close for holidays or teacher workday.

West Mobile Academy is closed on weekends, most major holidays, and during summer months.

WEEK 2 MENU

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
1 Each	WG Breakfast Pizza	1 Each	WG Cini Mini Oatmeal	2 Each	WG Breakfast Wraps	2 Each	WG Banana Muffin	1 Each	WG Sausage Biscuit	1 Each	Assorted Cereal	3 Each	WG French Toast Sticks
1 Cup	Fresh Fruit	4 Oz	Fresh Fruit	1 Cup	Fresh Fruit	4 Oz	Yogurt	1 Cup	Jelly	1 Cup	WG Graham Crackers	4 Oz	Oatmeal
8 Oz	Milk	100% Fruit Juice	Nutrigrain Bar	8 Oz	Milk	1 Cup	Fresh Fruit	8 Oz	Fresh Fruit	8 Oz	Fresh Fruit	1 Cup	Syrup
												8 Oz	Fresh Fruit
4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	100% Fruit Juice	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice
4 Oz	Yogurt	1 Each	Nutrigrain Bar	1 Each	Apple Cinnamon Muffin	1 Each	Mini Cini	Soft Pretzel	Soft Pretzel	1 Each	Blueberry Muffin	1 Each	Bagel
1 Each	Graham Crackers	1 Each	Fresh Fruit	1 Each	Fresh Fruit	1 Each	Fresh Fruit	1 Each	1 Each	4 Oz	Yogurt	1 Each	Cream Cheese
4 Oz	WW Turkey Wrap	3 Oz	Chicken Sandwich	6 Oz	Super Nacho	1 Each	WG Calzones	1 Each	Cheeseburger	3 Oz	Oven Fried Chicken Patty	1 Each	Bean & Cheese
1 Each	Doritos	1 Each	WW Bun	1 Cup	Supreme	1 Cup	Tossed Salad	1 Each	WW Bun	1 Each	Roasted Potatoes	1/2 Cup	Burrrito
1 Cup	Carrots	1 Cup	Roasted Potatoes	1/2 Cup	Refrined Beans	1 Each	Corn on the Cob	1 Cup	Fries	1/2 Cup	Graden Salad	1 Cup	Spanish Rice
2 Each	Ranch Dressing	1 Cup	California Blend	1 Oz	Salsa	1 Each	Italian Dressing	1 Cup	Ketchup/Mayo/	1 Cup	w/Cheese	1 Cup	Broccoli
1 Cup	Fresh Fruit	1 Each	Italian Dressing	1 Oz	Sour Cream	1 Cup	Fresh Fruit	4 Oz	Mustard	1 Each	Italian Dressing	8 Oz	Fresh Fruit
8 Oz	Milk	1 Cup	Fresh Fruit	8 Oz	Fresh Fruit	8 Oz	Milk	8 Oz	Fresh Fruit	1 Cup	Fresh Fruit		Milk
									Milk	8 Oz	Milk		
									Lettuce/Tomato	1 Each	Biscuit		
1 Each	Fresh Fruit	1 Cup	Fresh Fruit	8 Oz	1% Milk	4 Oz	100% Fruit Juice	8 Oz	1% Milk	4 Oz	100% Fruit Juice	8 Oz	1% Milk
1 Pk	WG Popcorn	4 Oz	Pudding	1 Each	WG Cini Mini	4 Oz	Yogurt	1 Pk	Cereal	1 Each	WG Cereal Bar	2 Pk	WG Saltnine Crackers
									WG Graham Crackers			2 Each	String Cheese
3 Oz	Salisbury Steak	2 Each	Crispitos	3 Oz	BBQ Riblet	4 Oz	Popcorn Chicken	1 Each	Beef Hot Dog	3 Oz	Country Fried Steak	3 Oz	Baked Pork Chop
2 Oz	Brown Gravy	4 Oz	Spanish Rice	1 Each	Hamburger Bun	4 Oz	Mashed Potatoes	1 Each	WW Bun	4 Oz	Mashed Potatoes	4 Oz	Mashed Potatoes
4 Oz	Steamed Rice	1/2 Cup	Tossed Salad	4 Oz	Baked Beans	1/2 Cup	Glazed Carrots	1 Cup	Tater Tots	2 Oz	White Gravy	1/2 Cup	Sliced Carrots
1/2 Cup	Collard Greens	1 Oz	Salsa	1/2 Cup	Coleslaw	2 Each	BBQ Sauce	1 Cup	Tossed Salad	1/2 Cup	Green Beans	1 Cup	Fresh Fruit
1 Cup	Fresh Fruit	1 Each	Ranch Dressing	1 Cup	Fresh Fruit	1 Cup	Fresh Fruit	1 Cup	Fresh Fruit	1 Each	WW Roll	8 Oz	Milk
8 Oz	Milk	1 Cup	Fresh Fruit	8 Oz	Milk	8 Oz	Milk	8 Oz	Milk	1 Cup	Fresh Fruit		
									Ketchup	8 Oz	Milk		
									Ranch Dressing				
4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice	4 Oz	100% Fruit Juice
1 Each	Turkey & Cheese	1 Each	Chicken Caesar Wrap	1 Each	Turkey & Cheese Sub	1 Each	Chicken Salad	1 Each	Chicken Caesar Wrap	2 Each	Soybutter &	1 Each	Chicken Salad
	Sandwich/Mayo	1 Each	Assorted Chips	1 Each	Assorted Chips	1 Each	Sandwich	1 Each	Assorted Chips	1 Each	Jelly Sandwich	1 Pk	Sandwich
1 Each	Assorted Chips						Assorted Chips				Assorted Chips		Assorted Chips

Approved By: *Andrea McHugh*
Print Name: Andrea McHugh M.A.R.D., LDN

WEEK 3 MENU



	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	2 Each WG Blueberry Muffin 4 Oz Yogurt 1 Cup Fresh Fruit 8 Oz Milk	1 Each 1 Pk 1 Cup 8 Oz	WG Cereal WG Graham Crackers Fresh Fruit Milk	WG Sausage Biscuit Fresh Fruit Jelly Fresh Fruit Milk	1 Each 1 Cup 8 Oz	WG Breakfast Pizza Fresh Fruit Milk	3 Each 4 Oz 2 Each 1 Cup 8 Oz	WG French Toast Oatmeal Syrup Fresh Fruit Milk
AM Snack	4 Oz 100% Fruit Juice 4 Oz Yogurt 1 Each Graham Crackers	4 Oz 100% Fruit Juice 1 Each Nutrigrain Bar 1 Each Fresh Fruit	100% Fruit Juice Sun Chips Fresh Fruit	100% Fruit Juice Sun Chips	8 Oz 1 Pk 8 Oz	1% Milk Cereal Graham Crackers	4 Oz 1 Each 1 Oz 4 Oz	100% Fruit Juice Animal Crackers
Lunch	3 Oz 1 Cup 4 Oz 1 Cup 2 Each 2 Each 1 Cup 8 Oz	1 Each 1 Cup 1 Cup 1 Cup 1 Cup 8 Oz 2 Each	Pepperoni Pizza Home Fries Tossed Salad Ranch Dressing Fresh Fruit Milk	Cheeseburger WW Bun Fries Lettuce/Tomato Ketchup/Mayo/ Mustard Fresh Fruit Milk	4 Oz 1 Each 1 Cup 2 Each 1 Cup 8 Oz	WW Turkey Wrap Baked Chips Carrots Ranch Dressing Fresh Fruit Milk	5 Each 4 Oz 1 Cup 1 Each 1 Cup 8 Oz	Chicken Nuggets Macaroni & Cheese Buttered Peas Dinner Rolls Fresh Fruit Milk
PM Snack	1 Cup 1 Pk WG Cheese its	4 Oz 1 Pk Applesauce WG Poptart	100% Fruit Juice WG Bagel Cream Cheese	Fresh Fruit WG Apple Frudel	4 Oz 1 Each	100% Fruit Juice WG Poptart	4 Oz 1 Each	100% Fruit Juice WG Sun Chips
Dinner	3 Oz 4 Oz 1/2 Cup 1 Each 1 Cup 8 Oz	3 Oz 2 Oz 4 Oz 1/2 Cup 1 Each 1 Cup 8 Oz	Pancakes Syrup Hashbrown Sausage Links Fresh Fruit 1% Milk	BBQ Pork Riblet Hoagie Bun Baked Beans Coleslaw Fresh Fruit Milk	3 Oz 1/2 Cup 1/2 Cup 1 Each 3 Each 1 Each 1 Cup 8 Oz	Breaded Fish Filet Fries Tossed Salad Ranch Dressing Hushpuppies Tartar sauce/Ketchup Fresh Fruit Milk	3 Oz 3 Oz 1/2 Cup 1 Each 1 Cup 8 Oz	Meat Sauce Rotini Pasta Carrots Breadstick Fresh Fruit Milk
HS Snack	4 Oz 1 Each 1 Each	4 Oz 1 Each 1 Each	100% Fruit Juice Turkey & Cheese Sub Assorted Chips	100% Fruit Juice Chicken Salad Sandwich Assorted Chips	4 Oz 1 Each 1 Each	100% Fruit Juice Chicken Caesar Wrap Assorted Chips	4 Oz 1 Each 1 Pk	100% Fruit Juice Chicken Salad Sandwich Assorted Chips

Approved By: 
Print Name: Andrea McHugh M.A.R.D., LDN

***A LA CARTE (SUPPLEMENTAL SALES) FOOD ITEMS
AND SPECIAL SALES REVENUE BY SITE***

AltaPointe Health system does not allow consumers to purchase additional food items. We do have consumers that are ordered double portions by the medical staff. The additional portion will be treated as a la carte so it can be billed and paid by AltaPointe. The a la carte portion will also have a fixed price based on the calculation in Attachment C and Attachment C-1. A la carte portions have been given Appendix A-1.

We also have 16 extra protein portions for breakfast each day that will need to be calculated as a la carte.

MEALS NOT PART OF CHILD NUTRITION PROGRAM

1. AltaPointe Health Systems, Inc. is a Residential Child Care Institute (RCCI)/School/At-Risk program and is accepting competitive proposals for a Food Service Management Company (FSMC) to prepare meals that are not covered under the Child Nutrition Meal program for a twelve-month period beginning 01/01/2022 and ending 12/31/2022. There will be options for renewal of the Contract for up to four (4) additional terms of one year each.

2. This RFP is for the purpose of obtaining proposals and ultimately entering a firm fixed-price contract to provide Management services for AltaPointe Health Systems, Inc. meals not covered under the Child Nutrition Meal Program, hereinafter referred to as the “School Food Authority” (SFA). Sites listed in Appendix A are equipped as an on-site preparation facility.

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

4. AltaPointe Health Systems, Inc. needs the following meals prepared that are not part of the Child Nutrition Meal Program. Employee backline meal (different menu than kids). Average Monthly meals have been provided for each meal.

Served	Program	Meal	Avg Monthly
Consumer		Snack (2)	5,550
Consumer		Supper	2,468 (We also average 18 extra protein portions to charge as a la carte)
Employee Backline Meal		Breakfast	380
Employee Backline Meal		Lunch	650

5. Each of the meals referenced in Attachment B-1 will need to be invoices separate from Child Nutrition Meals. Each meal needs to be billed as a separate line item on monthly invoice.

COST RESPONSIBILITY DETAIL SHEET

The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the Child Nutrition Program and are directly incurred for the LEA's operation must be assigned by the SFA prior to the submission deadline and designated below:

Description	FSMC	SFA	N/A
Food:			
Food Purchases	X		
USDA Foods Processing Charges	X		
Processing and Payment of Invoices	X		
Labor:			
FSMC Employees:			
Salary/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		
LEA Employees			
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

Miscellaneous/Additional Items:

The items listed with an * are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

Description	FSMC	SFA	N/A
Cleaning/Janitorial Supplies	X		
Paper/Disposal Supplies	X		
Tickets/Tokens			X
Child/Silverware/Glassware		X	
Initial Inventory		X	
Replacement During Operation		X	
Telephone		X	
Local		X	
Long Distance		X	
Uniforms			X
Linens*	X		
Laundry	X		
Trash Removal			
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control		X	
Equipment Replacement and Repair			
Non-Expendable		X	
Expendable		X	
Products and Public Liability			
Insurance*	X		
Equipment Rental* (explain)			X
Car/Truck Rental*(explain)			X
Vehicle Maintenance*			X
Storage Costs			
Food*			X
Non-Food supplies*			X
Courier Services (Bank Deposits, Site Deliveries)		X	
Employee Recruitment – Initial Replacement	X		
Sales Tax			X
Other Taxes and Licenses*		X	
Office Materials	X		
Printing*	X		
Promotional Materials*	X		
Other*(cannot include overhead expenses incurred by FSMC)	X		
Cleaning Responsibilities			

Description (continued)	FSMC	SFA	N/A
Food Preparation Areas (including Equipment)	X		
Serving Areas	X		
Kitchen Floors	X		
Dining Room Floors or Periodic Waxing/Buffing		X	
Hoods	X		
Grease Filters	X		
Routine cleaning of tables and chairs		X	
Cafeteria walls		X	
Light Fixtures		X	
Windows		X	
Window coverings		X	
Grease Traps		X	
Duct Work		X	
Restrooms		X	
Exhaust Fans	X		
Grease Filters		X	

WRITTEN RESPONSES TO QUESTIONS FROM POTENTIAL CONTRACTORS

Appendix H

In addition to other provisions required by Program regulations, State, or local agencies, all contracts made under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for **more than the simplified acquisition threshold currently set at \$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in **excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, **all prime construction contracts in excess of \$2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, **all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5).** Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in **excess of \$150,000** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award **exceeding \$100,000** must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**FOOD SERVICE MANAGEMENT COMPANY
REQUEST FOR PROPOSAL/CONTRACT**

Required Format for Submitting Proposal

And

**Attachments to be included in FSMC's Response
to Request for Proposals**

SECTION VI

REQUIRED FORMAT FOR FSMC'S RESPONSE TO THE RFP

IMPORTANT: PLEASE READ THE FOLLOWING STATEMENT BEFORE PREPARING YOUR PROPOSAL

The FSMC is required to respond to this RFP in the format as described below. The FSMC may provide collateral documents that further display the company's products and services including notebooks, brochures, pictures, and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined, and required in this RFP. Any supplemental document of any kind is not considered part of the FSMC proposal and will not be considered when evaluating the proposal. All required documents must be presented in the same order and labeled in the same manner as shown on Page 51. Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school Child Nutrition Program as described on Page 7 of the RFP (Attachment A). The FSMC shall also submit a Maximum Allowable Cost Summary (Attachment B & B-1). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally binding Contract.

The FSMC shall include a complete nutritional analysis of the 21-day cycle menu provided by the SFA in the RFP (Attachment D). Product description documents and portion sizes for all meals must be included (Attachment D).

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. Training must be provided and documented in accordance with USDA Professional Standards requirements 7 CFR 210.30 for Child Nutrition Program employees on a yearly basis (Attachment G).

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

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

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

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

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

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

The FSMC shall sign a "Certification Regarding Lobbying" (Attachment M)

The FSMC shall sign a "Drug-Free Workplace" policy (Attachment N).

The FSMC shall sign a "Non-Collusion Affidavit" and "Certificate of Independent Price Determination" (Attachment O).

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

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

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

CHECKLIST FOR FSMC'S RFP ATTACHMENTS

- Attachment A** Letter of Intent
- Attachment B** Maximum Cost Allowance for CNP Meals and Services - Summary with Original Signature
- Attachment B-1** Maximum Cost Allowance for Non-CNP Meals and Services - Summary with Original Signature
- Attachment C** Calculation of Management Fee based on Meal Equivalents
- Attachment C-1** Calculation of Management Fee based on Meal Equivalents Non-CNP
- Attachment D** Twenty-one Day Cycle Menu for SBP and NSLP, including nutritional analysis, product description documents, and appropriate serving sizes
- Attachment E** Written assurance that all items served in the SBP and NSLP meet the minimum food specifications
- Attachment F** Marketing Plan
- Attachment G** Training Plan
- Attachment H** Plan for forming an Advisory Council and involving students, parents and site personnel
- Attachment I** Management Company Experience
- Attachment J** Reference Checklist for FSMC's personnel
- Attachment K** Annual Report of the FSMC's last fiscal year of operation
- Attachment L** Certification Regarding Debarment
- Attachment M** Certification Regarding Lobbying
- Attachment N** Drug-Free Workplace Policy
- Attachment O** Non-Collusion Affidavit
- Attachment P** Certificate of Independent Price Determination

LETTER OF INTENT

Attachment A

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

1. Provide a brief description of your Company.
2. Provide a narrative describing the ability and experience of the FSMC to perform the terms and conditions of the RFP.
3. Briefly describe the FSMC's approach to the proposal and indicate any options, alternatives, or innovations in the management of the Child Nutrition program for the SFA.
4. Highlight the major features of the proposal and identify any supporting information pertinent to the proposal.
5. Provide a narrative description of any computer software of the FSMC computerized accountability system.
6. Describe the Transition Plan you would suggest being implemented.
7. Describe the FSMC's plan for increasing student participation in the Child Nutrition Program.

**MAXIMUM ALLOWABLE COST FOR ALL MEALS AND SERVICES
CHILD NUTRITION PROGRAMS
FIRM, FIXED PRICE CONTRACT
SUMMARY**

Name of Firm Submitting Proposal: _____

Mailing Address: _____

Telephone: _____

Date Submitted: _____

Maximum Allowable Charge Per Breakfast Meal (SBP): \$ _____

Maximum Allowable Charge Per Lunch Meal (NSLP): \$ _____

Maximum Allowable Charge Per Snack (ASSP): \$ _____

Maximum Allowable Charge Per CACFP At-risk Snack: \$ _____

Maximum Allowable Charge Per CACFP At-risk Supper Meal: \$ _____

Management Fee Per Meal/Snack: \$ _____

*Total Firm, Fixed Price Cost: SBP \$ _____ NSLP \$ _____ ASSP \$ _____
 CACFP Snack \$ _____ CACFP Supper \$ _____

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

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

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

Signature:
Print Name:
Title:
Telephone:
Date:

MAXIMUM ALLOWABLE COST FOR ALL MEALS AND SERVICES
Not Part of Child Nutrition Meal Program
FIRM, FIXED PRICE CONTRACT
SUMMARY

Name of Firm Submitting Proposal: _____

Mailing Address: _____

Telephone: _____

Date Submitted: _____

Maximum Allowable Charge Per Consumer Snack: \$ _____

Maximum Allowable Charge Per Consumer Supper Meal: \$ _____

Maximum Allowable Charge Per Employee Backline Breakfast Meal: \$ _____

Maximum Allowable Charge Per Employee Backline Lunch Meal: \$ _____

Management Fee Per Meal/Snack: \$ _____

*Total Firm, Fixed Price Cost:

Consumer Snack \$ _____ Consumer Supper \$ _____ Employee Backline Breakfast \$ _____

Employee Backline Lunch \$ _____

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

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

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

Signature:
Print Name:
Title:
Telephone:
Date:

CALCULATION OF MANAGEMENT FEE BASED ON MEAL EQUIVALENTS

Attachment C

Instructions:

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

	Estimated Monthly Meal Count		Meal Equivalent
1	Reimbursable Student Lunches	3,223	3,223
2	Reimbursable Student Breakfasts	3,230 multiplied by 0.67	2,165
3	After School Snacks	1,769 divided by 3	590
4	A La Carte Sales	32 divided by \$3.00	11
	Calculation of Management Fee Based on Meal Equivalents		
5		Total Meal Equivalents	5,989
6	Management Fee per Meal Equivalent		
7	Line 5 X Line 6 equals Total Per Management Fee to be paid the FSMC		

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

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

The potential FSMC guarantees the SFA a per meal equivalent cost including management fee not to exceed \$ _____. The potential FSMC should refer to the definition of the per meal equivalent guarantee before completing this section.

CALCULATION OF MANAGEMENT FEE BASED ON MEAL EQUIVALENTS Non- CNP Meals
 1) Lines 1 through 4 should be completed by the SFA prior to issuing the RFP.

Estimated Monthly Meal Count		Meal Equivalent
1	Student Supper _____ 2,468 _____	2,468
3	Additional School Snacks _____ 5,550 _____ divided by 3	1,834
4	A La Carte Sales _____ 18 _____ divided by \$3.00	6
Calculation of Management Fee Based on Meal Equivalents		
5	Total Meal Equivalents	4,308
6	Management Fee per Meal Equivalent	
7	Line 5 X Line 6 equals Total Per Management Fee to be paid the FSMC	

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

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

The potential FSMC guarantees the SFA a per meal equivalent cost including management fee not to exceed \$ _____. The potential FSMC should refer to the definition of the per meal equivalent guarantee before completing this section.

Attachment D

**TWENTY-ONE DAY CYCLE MENU FOR THE NSLP AND SBP
(TO INCLUDE NUTRIENT ANALYSIS, NUTRITION FACT LABELS/INGREDIENT LISTS, STANDARDIZED RECIPES,
MANUFACTURER'S PRODUCT FORMULATION STATEMENTS, THE USDA FOOD BUYING GUIDE PRINTOUTS, CN LABELS AND
APPROPRIATE SERVING SIZES)**

**WRITTEN ASSURANCE THAT ALL ITEMS PURCHASED AND SERVED IN THE SBP AND NSLP
MEET THE FOLLOWING MINIMUM SPECIFICATIONS**

The FSMC Must Meet the Following Minimum Food Specifications:

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

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

Dairy Products: All dairy products shall be government inspected.

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

NOTE: Where vendors are available, all reasonable efforts will be made to procure all bread, milk, and fresh produce locally to ensure highest quality for lowest cost.

MARKETING PLAN

Describe your marketing plan in detail:

1. List and describe any innovations you propose for the SFA's Child Nutrition Program.
2. Describe your plans regarding involvement of students, parents, and staff.
3. Describe your merchandising/promotions program.
4. Discuss your plans for maximizing participation among students who qualify to receive Free and Reduced-Price meals.
5. Describe your Procurement program, especially how the SFA will benefit.
6. State the projected increase in student participation per year that you are willing and agreeable to use as criteria for evaluating your performance under this Contract.
7. Describe any service programs offered by the FSMC that will complement and enhance the Child Nutrition Program.
8. Describe the formal structure you propose to establish to gather input routinely and continuously from Child Nutrition employees to ensure the most effective and efficient operation possible.
9. Describe your programs for personnel development, both FSMC employees and SFA employees, management, and hourly employees.

TRAINING PLAN

Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover and how they will be evaluated. Outline with dates and activities of your transition plan beginning January 1st through the end of the first year. Training must meet USDA Professional Standards requirements [managers must complete 10 hours, full-time staff must complete 6 hours, and part-time staff (less than 20 hours/week) must complete 4 hours of training between July 1 and June 30 that aligns with Professional Standards Training Topics] [ps_trainingtopics.pdf \(azureedge.net\)](#)

**PLAN FOR FORMING AN ADVISORY COUNCIL AND
INVOLVING STUDENTS, PARENTS AND SITE PERSONNEL**

MANAGEMENT COMPANY EXPERIENCE

Attachment I

Please list any references of SFAs in which your company provides Management services for the operation of their Child Nutrition Program. If possible, please provide references within the southeast region (NC, SC, TN, GA, AL, KY, MS, FL.). This list must include the following:

- Name of SFA
- Client Contact Name
- Title
- Address
- Phone Number
- Enrollment
- FSMC's Length of Service in the SFA

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

- Name of SFA
- Client Contact Name
- Title
- Address
- Phone Number
- Enrollment
- FSMC's Length of Service in the SFA

Debarment and Suspension Form

Debarment and Suspension
and Other Responsibility Matters Primary Covered
Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply for such an award must file the required certification.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE

1. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
2. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award. If there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
4. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see paragraph three).
5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called to the following definitions from these rules:
 - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - **Criminal drug statute** means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - **Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charges" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personal and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

U. S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace so later than five calendar days after such conviction.
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant

activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

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

5800 Southland Drive, Mobile, Mobile County, AL, 36693

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

Organization Name Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this RFP.
2. This non-collusion Affidavit must be executed by the member, officer, or employee of the FSMC who makes the final decision on prices and the amount quoted in the RFP.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the FSMC with responsibilities for the preparation, approval, or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the RFP process and includes the knowing submission of proposals higher than the proposal of another firm, an intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____ :

Contract No.: _____ :

County of _____ :

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

I state that:

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

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

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

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

_____, its affiliates, subsidiaries, officers, directors,
(Name of my Firm)

employees are not currently under investigation by any governmental agency and have not in
the last three years been convicted or found liable for any act prohibited by State or Federal
law in any jurisdiction, involving conspiracy or collusion with respect to responding on any public
contract, except as follows:

(Name of my Firm)

state that _____
understands and acknowledges that the above representations are material and important, and will be relied on by
_____ in awarding
(Name of Public Entity)

the contract(s) for which this RFP is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____
of the true facts relating to submission of _____ (Name of Public Entity)
RFPs for this contract.

(Name and Company Position)

SWORN TO SUBSCRIBE

BEFORE ME THIS _____ DAY

OF _____, 20__

NOTARY PUBLIC

My commission expires: _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that: responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

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

Signature of Vendor's Authorized Representative

Date Title

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action that may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

CONTRACT AUTHORIZATION*

***Contract Authorization must be
Submitted to State Agency with
Entire RFP Document and
SFA Approval Documentation
(Minutes of SFA Meeting
Where FSMC Contract was approved)**

CONTRACT AUTHORIZATION

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

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

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

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

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

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

**Criteria and Guidance for
Evaluation of RFP
and
Awarding the Contract**

**SUGGESTED COMPOSITION OF THE
RFP EVALUATION COMMITTEE**

The minimum composition of the evaluation should include at least one member from each of the following categories:

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

List Names and Titles of Evaluation Committee Members

Member Name	Title
(1) Noel Andrews	CNP Director
(2) DeAnna Byrd	Purchasing Manager
(3) Nicolette Harvey	Associate Clinical Director
(4)	
(5)	
(6)	
(7)	
(8)	

EVALUATION COMMITTEE GUIDANCE

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

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

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

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

3. **NONRESPONSIVE PROPOSAL** - Proposals not complying with all essential requirements will be considered non-responsive and therefore not considered for award. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)
4. **RATING STRUCTURE** - The evaluation points for each award criteria are as indicated on the evaluation sheet.
5. **COST** - The points for the cost section of the evaluation will be figured by a SFA official based on a mathematical formula. The evaluation committee should initially evaluate all proposals without consideration of cost.
6. **DOCUMENTATION OF SCORING** - Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator's notes will not be taken up or become a part of the file. Such notes are subject to the Freedom of Information Act, even when in the possession of the evaluator. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.
7. **ORAL PRESENTATION** - The committee may request an oral presentation from offerors, to reach a final decision. It is recommended that this opportunity be afforded to the top 2 – 3 FSMC candidates. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation Committee members while in an officially called evaluation committee meeting.
8. **PROTEST HEARING** - All decisions by the committee are subject to protest. Each member and/or the whole committee may be called upon to explain or defend their individual ratings.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the SFA, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, responding for, or in open market seeking to make

sales to the SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

I have read and understand the Evaluation Committee Guidance.

Evaluator's Signature: _____

CRITERIA FOR SELECTION OF FSMC CONTRACTOR

The criteria for evaluation of proposals shall be as follows:

- A. The per meal equivalent guarantee- Lowest per meal equivalent guarantee offered by any FSMC divided by the per meal equivalent guarantee offered by this FSMC, the result of the division shall be multiplied by **thirty (30)** to obtain the maximum points to be awarded this potential FSMC.
- B. Management Fee Price Proposal – Lowest per meal equivalent fee offered by any FSMC divided by the per meal equivalent fee offered by this FSMC, the result of the division shall be multiplied by **twenty (20)** to obtain the maximum points to be awarded this potential FSMC.
- C. Menus/Product description documents/nutrition analyses as submitted in response to the menu system. **Maximum twenty (20) points.**
- D. New marketing strategies/training plans to be implemented. **Maximum fifteen (10) points.**
- E. Experience of On-Site Management Company Staff. On-Site Company Staff with experience with the **National School Lunch/Breakfast Program** is preferred. One point will be earned for every year of experience. (Resumes will be reviewed by the SFA and then interviewed to determine selection of on-site management personnel.) However, only the experience within the last ten years will be considered. **Maximum ten (10) points.**
- F. Management Company Experience. Companies with experience with the **National School Lunch/Breakfast Programs** is preferred. One point will be earned for every year of experience. However, only the experience within the last ten years will be considered. **Maximum five (10) points.**

RFP EVALUATION SCORE SHEET*

Name of FSMC: _____

Evaluation Criteria	Maximum Score	FSMC Score
A. Per Meal Equivalent Guarantee	30	
B. Management Fee Price Proposal	20	
C. Menus/Product Description/Analysis	20	
D. Marketing Strategy/Training Plans	10	
E. On-Site Experience	10	
F. Management Company Experience	10	
Total	100	

I certify that I have read the guidance, reviewed the potential Contractor’s proposal, and completed a checklist for each proposal.

Evaluator: _____
Signature

Date

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

**ITEMS TO BE INCLUDED IN THE RESPONSE
TO THE RFP**

EVALUATION COMMITTEE'S CHECKLIST

	Yes	No
The FSMC included with the response to this RFP a written list by site of what the contractor considers adequate supplies of expendable and non-expendable equipment.		
The FSMC included with the response to the RFP product descriptions of all food items necessary to prepare the menu cycles. The product descriptions shall be in enough detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract. Nutritional analyses of all menus in the 21-day cycle are included.		
The FSMC met criteria: Management Company experience. Companies with experience with the National School Lunch/Breakfast Program is preferred. Only the experience within the last ten years will be considered. References checked and acceptable. CPA Certified Annual Report submitted and approved.		
The FSMC met criteria: Experience of On-Site Management Company Staff. The resumes of all on-site management personnel will be reviewed. Personnel will be interviewed to determine acceptability. On-Site Company Staff with experience with the National School Lunch/Breakfast Program is preferred. Only the experience within the last ten years will be considered. References checked and acceptable.		
The FSMC included a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. FSMC described training that will be provided during transition period.		
Plan:		
Timeframe/Schedule:		
Evaluation:		
Transition Plan:		
The FSMC provided per meal charge(s). A written explanation of how meal equivalents will be determined by the FSMC from sites' daily revenue and participation is included.		

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

Total the number of "YES" and "NO" answers:

TOTAL:

Signature: _____

Date: _____

UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS
Must be submitted with Request for Proposal/Contract

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

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**--cost plus a percentage of cost/income to the FSMC, however represented.
- 2. **Duplicate Fees**--fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**--if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors; (FSMC may not serve as a vendor).
- 4. **Acceleration Clause**--provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- 5. **Interest Payments**--interest payments to the contractor, however represented, including interest payments for equipment purchases.
- 6. **Guaranteed Return**--" guaranteed return" provisions unless the "return" remains in the nonprofit Child Nutrition Program account. "Returns" cannot be contingent upon multi-year contract duration.
- 7. **Delegation of SFA Responsibilities**--FSMC responsibility for any of the functions that must be retained by the SFA.
- 8. **Automatic Renewal**--provisions which automatically renew the contract.
- 9. **Processing Contracts**--contract document language that permits the FSMC to subcontract USDA Foods for further processing.
- 10. **Rebates, prepayment, or other procurement bonuses, special promotions**--contract document language that permits rebates, special promotions, other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA's nonprofit Child Nutrition Program

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

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____

FNS Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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: [How to File a Complaint](#), 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. email: program.intake@usda.gov.

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