

SALEM SCHOOL DISTRICT

CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

RESPONSE DUE DATE: June 27, 2019 11:00 AM

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This institution is an equal opportunity provider.

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SECTION A: General Information

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

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

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

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

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

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

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

A.2. Issuing Office

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

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

A.3. Procurement Method

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

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

Four (4) copies (outlined in Section C12) of the proposal must be received by June 27, 2019 at 11:00 am. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: **Kim Gadaree** Title: **Business Manger**
 Address: **Salem School**
200 Hartford Road
Salem, CT 06420

Date:	Description:
May 14, 2019	Request for Proposals (RFP) Issued
May 28, 2019	Pre-Proposal Conference 11:00 am <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: Salem School 200 Hartford Road Salem, CT 06420 Site visitations immediately following the Pre-Proposal Conference
June 3, 2019	Questions from Bidders Due
June 7, 2019	Responses from the SFA to the Bidders Questions Due (Written/Posted)
June 27, 2019	Proposal Deadline 11:00 am
July 1, 2019	Review and Evaluation of Proposals
July 8, 2019	Award of Contract by School Committee
August 8, 2019	Draft contract due to CSDE
August 19, 2019	Board of Education (BOE) Approval (if applicable)
August 20, 2019	Executed Contract due to CSDE

A.5. Consideration and Award

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

- iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
- c. In accordance with 2 CFR § 200.319(b), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly permit such preferences.
 - d. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.
 - e. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
 - f. The SFA will award the contract, in writing, to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive bid/proposal is one that conforms to all the material terms and conditions of the solicitation. [2 CFR § 200.320(c)(2)(iv) and 2 CFR § 200.320(d)(4)]
 - g. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC’s own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1 of this document.
 - h. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
 - i. A Contract **MUST** be executed prior to August 23, 2019. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) **and** contract execution (signed by both the SFA and the FSMC).
 - j. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable. [2 CFR § 225 Appendix A(C)(1)(b)]
 - k. Bid Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. Pursuant to 2 CFR § 200.318(k), SFAs must in all instances disclose all information regarding a protest to the CSDE. SFA’s are highly encouraged to attach their bid protest procedures to their RFP.

- l. The SFA will conduct this procurement in accordance with its Code of Conduct that prohibits a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. [2 CFR §200.318(c)]
- m. The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- n. A cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used in the award of this contract. [2 CFR §200.323(d)]
- o. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs, IFBs, or independent cost estimates, when:
 - i. The SFA's procurement procedures or operation fails to comply with the procurement standards of this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement specifies a "brand name " product;
 - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

A.6. Award Criteria

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

selected.

Or

recommended to the Board of Education.

Criteria	Points
Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value - <i>profit must be reviewed and evaluated as a separate element of the proposal and its criteria must be lower than Price/Cost</i>). Price/Costs shall be determined by the vendor's completed schedule E and documents submitted in response to Section C3 of this RFP. Direct costs as noted in 12.11B must be reviewed and evaluated. Score will be based on guaranteed profit and the reasonableness of projected food sales.	25
Experience, References and Service Capability: <i>Review proposed FSD qualifications - must meet USDA Professional Standards (Hiring Standards)</i>	15
Financial Condition/Stability, Business Practices	10
Accounting and Reporting Systems	5
Personnel Management and Training	15
Promotion of the School Food Service Program	10
Involvement of Students, Staff, Patrons and the Community	5
Menus, Concepts of Service, Food Quality and the Use of USDA Foods	15
Support for Connecticut's Farm to School Program	2
Enter SFA Specific Criteria	Click to enter text
Enter SFA Specific Criteria	Click to enter text
Total Points	100

A.7. Oral Presentations

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

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

SECTION B: Qualifications

The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

B.1. The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.

- a. The FSMC must be licensed to do business in the state of Connecticut.

- b. The FSMC or its principals must have been doing business for three consecutive years or more with school districts.
- c. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
- d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
- e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- f. The FSMC must submit three (3) Administrative Review Overview Reports from FSMC run Connecticut SFAs. These must be from the most recent Administrative Reviews conducted. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.

B.2. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion of model programs in these areas is encouraged to be included in the proposal.

B.3. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

B.4. Bonding Requirement

The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Proposal Format and Contents

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

C.1. Letter of Transmittal, which includes:

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

C.2. Executive Summary, which:

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

C.3. Price/Cost Information

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

C.4. Experience, References and Service Capability:

- a. Describe the FSMC's experience in managing food service operations in public schools or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director (FSD) for the SFA which must meet USDA Hiring Standards and Professional Standards. [7CFR §210.30] FSD must have qualifications that meet a student enrollment of:
 - 2,400 or less
 - 2,500 - 9,999
 - 10,000 or more
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.

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

C.5. Financial Condition

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

C.6. Accounting and Reporting Systems

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

C.7. Personnel Management and Training

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

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

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

C.9. Involvement of Students, Staff and Patrons

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

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

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

C.11. Performance and Proposal Bond

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of

the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond as described in Section XIV of the contract, should it be awarded.

C.12. Submission of Proposal

- a. Exhibit E as part of this RFP must be completed.
- b. Exhibit M documents attached must be signed and submitted. FSMC must not use own documents.
- c. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- d. Three (3) hardcopies and one (1) digital copy (cd, flash drive or other electronic document transfer) of the entire proposal must be submitted by the due date and time. (SFA must submit one copy of each proposal to the CT State Department of Education which must be a digital copy [e.g. via upload, CD, flash drive])

SECTION D: Program Objectives

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

- D.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children (according to eligibility).
- D.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3. To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5. To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7. To provide a financial reporting system that meets federal and state requirements.

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

SECTION E: Specifications

- E.1. The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2. The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Connecticut. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns. <https://portal.ct.gov/SDE/Nutrition/Menu-Planning>
- E.3. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4. The FSMC shall receive for its service the following fee(s):
 - Administrative fixed fee
 - Management fixed fee
 provided its operation is sufficient to support the fees or unless otherwise approved by the SFA.
- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program. **The FSMC will be responsible for completing the paid lunch equity tool (PLE).**
- E.7. It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. The FSMC shall procure on behalf of the SFA, in support of Connecticut's Farm to School Program, Connecticut-grown farm products pursuant to section 22-38d of the Connecticut General Statutes and Public Act No. 16-37. Specifications are established in Schedule B.
- E.10. The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the bid response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- E.11. All proposals shall include a completed Schedule E.

E.12. The Contract shall be for a period of one year with the option for four (4) additional one-year renewals:
 July 1 - June 30 Prior to school year - June 30 Aprox start date - June 30

E.13. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations. Negotiations must not change the scope of services or contract terms materially.

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

E.14. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

E.15. The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.

OR

The SFA does not participate and does not intend to apply for FFVP funding.

E.16. **Equipment**

The FSMC shall provide proposals for the equipment listed on Exhibit J. If requesting the purchase of equipment, it is the SFA's responsibility to provide the specification of each and all items requested.

Equipment dollar value to be purchased

in each year of the contract: up to **Enter Dollar Value**. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.

OR

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

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

E.17. Additional specifications requested by SFA.

We require monthly meetings with the food service director. During those meetings we want to review the monthly financial statements, commodities, participation and other items as needed. We would like the food service director to participate in our quarterly Food Service Council meetings.

We would also like the FSMC to cater staff assemblies such as Staff Orientation. We would also like the fSMC to cater other functions such as the Senior Citizens meetings twice each year.

USDA Foods Allocation for 2019-20 \$5477.02: Allocated to DOD: \$4,200; Allocated to Direct Delivery:\$1,277.02 (see Exhibit O for ordered items).

Contract Terms and Conditions

SECTION I: General

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

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the SFA offices. *If records are maintained at the FSMC offices, FSMC must provide these documents monthly to the SFA in electronic form.* [Recordkeeping, 2 CFR § 200.333 and § 210.16(c)(1)]

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

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] **SFA shall monitor each site a minimum of twice per school year. The monitoring process shall include the completion of the sample CSDE monitoring form (Exhibit I or one approved by CSDE).**
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)]
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]
- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein; and that all refunds, discounts, rebates and credits received from processors are retained by the SFA. [7 CFR § 210.16(a)(6)]

- F. The SFA shall maintain all applicable health certifications and assure compliance with all state and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals. [7 CFR § 210.16(a)(4)]
- J. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs. [7 CFR § 210.21]
- K. The SFA shall ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.9(b)(17)]
- L. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- M. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- N. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- O. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- P. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.15]

SECTION III: Food Service Program

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

3.3 The FSMC shall provide nutritious, high-quality (check only available options)

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

in accordance with the following terms:

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

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

3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 In accordance with USDA regulations, the FSMC shall make reasonable meal modifications for children whose physical or mental impairment restricts their diet, based on a written medical statement signed by a recognized medical authority. [7 CFR 210.10 (m), 7 CFR 220.8 (m), and 7 CFR 15b]

3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.

3.7 Catering

SFA will not be requesting catered food service

OR

Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the month in which services were rendered. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end

of each month. Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable. Invoices must be noted as "unallowable costs" and must be paid from an account other than the non-profit school food service account. USDA Foods will not be used for any functions outside of the non-profit school food service account.

3.8 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):

SFA does not participate in the FFVP

OR

FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.

- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
- B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
- C. FSMC will ensure it expends all FFVP funds received per school.

3.9 Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq. Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]

3.10 Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [7 CFR § 3016.36(i)]

3.11 Davis-Bacon Act. In performance of this contract, the FSMC shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland "Anti-Kickback" Act (40 U.S.C. 3145)

3.12 Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]

3.13 Byrd Anti-Lobbying Amendment. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]

3.14 Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.

3.15 Summer Food Service (if applicable)

- A. Dates of participation: N/A
- B. FSMC shall deliver meals to each of the annually selected and approved sites. Meals provided shall be in compliance with all applicable USDA, state and local regulations.

- C. The FSMC agrees to provide the SFSP Meals
 Inclusive or Exclusive of milk at a set, identified price per meal type and agrees to
 Deliver Meals or Have Meals available for Pick-up at an agreed upon time. The Meals shall be made available Unitized or Non-Unitized per 7 CFR 225.6(h)(3).
- D. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal for the CACFP or SFSP. 7 CFR 226.21e and 225.6(h)(2)(ii)

Section IV: USDA Foods

- 4.1** The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or** the monitoring of preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.52.
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.
- 4.2** The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year, including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3** The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the actual values assigned in the USDA's Web Based Supply Chain Management (WEBSCM) system.
- 4.4** All USDA Foods shall be used only in the SFA's food service operations. Commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods may be used in the SFA's food service operations.
- 4.5** The FSMC must meet the general requirements in 7 CFR § 250.14(b) for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.
- 4.6** Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7** The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8** The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

- 4.9** The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10** The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.11** The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12** Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13** The FSMC must maintain the following records relating to the use of USDA Foods:
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
 - C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- 4.14** The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15** The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16** All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17** The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18** The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19** Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

- The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit K. The repayment schedule must not exceed five (5) years from initial amortization schedule.

OR

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

5.2 Equipment Purchases

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

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

OR

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

- 5.3 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.
- 5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear excepted.

- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear excepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Select one option below:*
- SFA does not require transportation equipment or vehicles.
- The Select one option shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the Select one option.

SECTION VI: Facilities

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

activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.

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

SECTION VII: Sanitation and Safety

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

ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

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

SECTION VIII: Employees

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

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

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

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the

right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

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

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

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

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

SECTION X: Meals - Portions, Planning, and Procurement

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

service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.

- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2018-2019-Schedule C**).
- 10.6 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.7 The FSMC shall provide condiments and utensils as needed.
- 10.8 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.9 The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.10 **BUY AMERICAN PROVISION:** The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of # of day(s) in advance of delivery. The request must include:
 - A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - B. Reason for exception: limited/lack of availability or price (include price);
 - i. Price of the domestic food product; and
 - ii. Price of non-domestic product that meets the required specification of the domestic product.
- 10.11 The FSMC **shall** act as the SFA's procurement agent.

SECTION XI: Food Inventory and Storage

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

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

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

be allowed if previously included in the original or amended budget submitted to the SFA.

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

12.4 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.

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

Kim Gadaree

Business Manager

12.6 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either state, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.

12.7 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Unallowable costs must not be paid from the non-profit school food service account and must be reflective of actual costs. A percentage of costs charged to the SFA is unallowable.

- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR § 200.
- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills

and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

- D. The frequency of reporting this information must be monthly.
- E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.

Click to enter FSMC's Repsonse

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

12.8 The FSMC shall submit monthly operating statements to the SFA by the fifteenth (15th) of the month. This statement shall reflect all activity for the previous calendar month.

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

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

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

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

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

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

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

- USDA Foods delivery and storage fees.
- C. The FSMC's Management Fee (FSMC's profit) for August/September – June is:

- \$Click to enter dollar value per month for ten (10) months. Fee Total: \$
OR
 \$Click to enter dollar value per meal and meal equivalent.

- D. The FSMC's Administrative Fee is:

- \$Click to enter dollar value per month for ten (10) months. Fee Total: \$
OR
 \$Click to enter dollar value per meal and meal equivalent.

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

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

- E. Summer Food Program (if applicable)

1. The FSMC's Management Fee (FSMC's profit) is \$Click to enter dollar value per meal.
2. The FSMC's Administrative Fee is \$Click to enter dollar value per meal.

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

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

OR

- Per meal/meal equivalent defined in addendum.

For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free reimbursement rate plus the per meal value of commodities of the current school year.

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

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

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

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

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

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

1. Assumptions

a. Attendance/Enrollment

- Average Daily Attendance (ADA) for 2019-20 shall not be less than: Click to enter text

Or

Student Enrollment for 2019-20 will not be less than Click to enter text

b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	180	180
Middle	180	180
High	N/A	N/A

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2018 effective rate or the previous year's effective rate for an allowable executed renewal.

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

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

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

SECTION XIII: Licenses, Fees and Taxes

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

SECTION XIV: Performance Bond

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

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

As a condition of entry into this contract,

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

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

14.2 Click to enter Performance Bond dollar value(Amount of the Performance Bond).

SECTION XV: Insurance

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

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

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

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

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

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

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

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

SECTION XVI: Contract Term, Renewal and Termination

- 16.1 This contract, dated **Click to enter date**, is between **Click to enter FSMC Name**, the FSMC and **Click to enter SFA Name**, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The contract shall be for a period of one year with the school year beginning on or about **Click to enter date**, and ending **Click to enter date** with up to **Choose #** of amendments one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and federal regulations, as prescribed by the USDA.
- 16.3 Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.
- 16.4 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.5 If both parties agree to a contract renewal, the parties will work together to gather and complete all

required documents for submission. The SFA will be responsible for drafting and submitting all contract renewal documents to the CSDE. Failure of the SFA to submit executed documents by July 1 each year may result in the disallowance of expenditures paid from the non-profit school food service account.

- 16.6** Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.7** With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]
- 16.8** Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.9** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.8 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.10** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.11** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$500 penalty; and (iii) for a third violation, a \$1000 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.12** The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.13** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit

the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.

- 16.14** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE and executed by both parties.
- 16.15** Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.16** The parties agree that the terms of this contract shall be in accordance with the RFP published by the SFA Name Board of Education and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the Section one option and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

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

information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

- 17.2 Student Data Privacy (Public Act No. 16-189) See Appendix I. In performance of this contract, the FSMC and SFA must complete and submit Appendix I and be in compliance with the Student Data Privacy Act (Public Act No. 16-189).
- 17.3 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 17.4 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.
- 17.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.6 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 17.7 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
- A. Notices to the SFA:
 - Click to enter text
 - Click to enter text
 - Click to enter text
 - Click to enter text
 - B. Notices to the FSMC:
 - Click to enter text
 - Click to enter text
 - Click to enter text
 - Click to enter text
- And
- Click to enter text
 - Click to enter text
 - Click to enter text
 - Click to enter text

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

SO AGREED:

Signature of Food Service Management Company's Authorized Representative

Title

Date

Printed Name of Food Service Management Company's Authorized Representative

Signature of School Food Authority's Authorized Representative

Title

Date

Printed Name of School Food Authority's Authorized Representative

Schedule A
Cost Responsibility Survey

FOOD	FSMC	SFA
Food Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Administrative Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Processing Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Delivery Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LABOR	FSMC	
	EMPLOYEES	
Payment of Hourly Regular Full-Time Wages	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payroll Taxes of Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fringe Benefits and Insurance of Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation of Hourly Employees' Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Hourly Employees' Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation for Hourly Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ADDITIONAL ITEMS		
China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
China/Silver/Glassware - Replacement During Operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone - Local	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone - Long Distance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removal of Trash and Garbage from Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage from Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement of Expendable Equipment (Pots, Pans, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Non-Expendable Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Products and Public Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Repairing Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Travel (Intra-District and Banking Reimbursement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Schedule A (cont.)

SUPPLIES

FSMC

SFA

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

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CLEANING

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

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Schedule C
Price List 2018-19

SCHEDULE C PRICE LIST 2018-19								
<i>SCHOOL</i>	<i>BREAKFAST</i>		<i>LUNCH</i>		<i>MILK</i>	<i>ADULTS</i>		
	<i>REDUCED</i>	<i>PAID</i>	<i>REDUCED</i>	<i>PAID</i>		<i>BREAKFAST</i>	<i>LUNCH</i>	<i>MILK</i>
ELEMENTARY SCHOOLS:	\$0.30	\$1.50	\$0.40	\$2.90	\$0.40	\$2.00	\$4.00	N/A
MIDDLE SCHOOLS:	\$0.30	\$1.50	\$0.40	\$2.90	\$0.40	\$2.00	\$4.00	N/A
HIGH SCHOOLS:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Schedule D
Reimbursement Rates

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

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

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.31	.33
Reduced	2.91	2.93
Free	3.31	3.33

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

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

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.31	.31
Reduced	1.49	1.84
Free	1.79	2.14

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

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

	<u>Rates</u>
Paid	.08
Reduced	.45
Free	.91

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

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

5. Six Cents Certification: \$0.06

This district IS six cent certified

6. CT Effective USDA Foods Rate: \$.3425

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

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

Schedule E
Financial Schedules
Operating Statement

PROJECTED REVENUE

Cafeteria Sales: (Lunch)

Student Paid Meals:				
	Elementary Schools	@\$ _____	=	\$ _____
	Middle Schools	@\$ _____	=	\$ _____
	High Schools	@\$ _____	=	\$ _____
Student Reduced Price:				
	District-wide	@\$ _____	=	\$ _____
Student a la Carte:		@\$ _____	=	\$ _____
Adult Lunches:		@\$ _____	=	\$ _____
Adult a la Carte:		@\$ _____	=	\$ _____
Lunch Sales			=	\$ _____ (a)

Cafeteria Sales: (Breakfast)

Student Paid Meals:				
	Elementary Schools	@\$ _____	=	\$ _____
	Middle Schools	@\$ _____	=	\$ _____
	High Schools	@\$ _____	=	\$ _____
Student Reduced Price:				
	District-wide	@\$ _____	=	\$ _____
Breakfast Sales			=	\$ _____ (b)

Special Functions:				
Catering				\$ _____
Bank Interest				\$ _____
Other Income				\$ _____
Other Income				\$ _____
Other				\$ _____ (c)

Total Sales				
Other (a+b+c)				\$ _____ (A)

Projected Reimbursements

Projected Reimbursement Federal & State (Lunch)				
	Paid Meals	@\$ _____	=	\$ _____
	Reduced Price	@\$ _____	=	\$ _____
	Free	@\$ _____	=	\$ _____
Subtotal Lunch Reimbursement				\$ _____ (a)
Projected Reimbursement Federal & State (Breakfast)				
	Paid Meals	@\$ _____	=	\$ _____
	Reduced Price	@\$ _____	=	\$ _____
	Free	@\$ _____	=	\$ _____
Subtotal Breakfast Reimbursement				\$ _____ (b)
Projected Reimbursement Federal (At Risk Afterschool Supper)				
	Free	@\$ _____	=	\$ _____ (c)
Total Income (A+B+C+D)				\$ _____
Projected Reimbursement Summer Federal & State (Lunch or Supper)				
	Free	@\$ _____	=	\$ _____
Subtotal Lunch Reimbursement				\$ _____ (d)
Projected Reimbursement Summer Federal & State (Breakfast)				
	Free	@\$ _____	=	\$ _____
Subtotal Breakfast Reimbursement				\$ _____ (e)
Projected Reimbursement Summer Federal (Snack)				
	Free	@\$ _____	=	\$ _____ (f)
Total Reimbursement (a+b+c+d+e+f)				\$ _____ (B)

Projected Expenses

Food				
Student Lunches	Meals	@\$ _____	=	\$ _____
Student Breakfasts	Meals	@\$ _____	=	\$ _____
Adult Lunches	Meals	@\$ _____	=	\$ _____
Employee Lunches	Meals	@\$ _____	=	\$ _____
Districtwide a la Carte				\$ _____
Special Functions				\$ _____
USDA Processing Charges				\$ _____
USDA Donated Foods Value				\$ _____
Net Food Cost				\$ _____ (C)

Labor	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$ _____
Food Service Workers	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	\$ _____
Other _____	\$ _____
Other Payroll Costs	
Employee Fringe Benefits	\$ _____
Other Expenditures	
Auto Allowance	\$ _____
Cafeteria Supplies (paper, cleaning, etc.)	\$ _____
Commodity Delivery	\$ _____
Depreciation	\$ _____
Equipment Rental	\$ _____
Insurance	\$ _____
Menu/Ticket Printing	\$ _____
Office Supplies	\$ _____
Performance Bond	\$ _____
Physicals	\$ _____
Promotions	\$ _____
Replacements	\$ _____
Stationary/Postage	\$ _____
Telephone	\$ _____
Uniforms/Laundry	\$ _____
Manuals	\$ _____
Miscellaneous	\$ _____
Other	\$ _____
Other	\$ _____
Other	\$ _____
Total Labor and Other Expenses	\$ _____ (D)

Food Cost (Summer Program)				
Lunches or Suppers	_____ Meals	@\$ _____	=	\$ _____
Breakfasts	_____ Meals	@\$ _____	=	\$ _____
Net Food Cost				\$ _____ (E)

Labor Cost for the Summer Program	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$ _____
Food Service Workers	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Salaries: (Employee schedules, work hours and rates of pay must be attached)	

Total Number of Reimbursable Meals
**Annualized a la Carte
Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$ _____
Meal Equivalents: 1 Lunch, 1/2 Breakfast, 1/4 Snack
*Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).
**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.

Summer Performance Bond of 10% shall be based on total of Summer labor costs, food costs, other costs, management fee and administrative fee.

Exhibit A
SCHOOLS/ENROLLMENT/SERVING TIMES/PARTICIPATION

The following represents the SFA's current school information for reference. Meal service is to be in accordance with the terms and conditions of the food service program at the following locations:

School Name	Grade Levels	Enrollment	Attendance Factor	Free Red. %	Serving Times	Waves	Currently Participates in the following meal services:
Salem School	3 & 4	88	95%		11:40am - 12:10 am		<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
Salem School	K,1.& 2	119	95%		11:05am - 11:35 pm		<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
Salem School	5 & 6	80	95%		12:50 pm - 1:20 pm		<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
Salem School	7 & 8	112	95%		12:15 pm - 12:45 pm		<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
Salem School	K-8	399	95%	18%	see above	4	<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
Salem School	Prek-8	415	95%	18%	8:30 am - 8:45 am	1	<input checked="" type="checkbox"/> SBP <input checked="" type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input checked="" type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
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							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule.

Inter-agency Agreement School Name	Grade Levels	Enrollment	Attendance Factor	Free Red. %	Serving Times	Waves	Currently Participates in the following meal services:
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
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							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte

NEW PROPOSED School Name	Grade Levels	Enrollment	Attendance Factor	Free Red. %	Serving Times	Waves	Currently Participates in the following meal services:
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte
							<input type="checkbox"/> SBP <input type="checkbox"/> NSLP <input type="checkbox"/> Snack <input type="checkbox"/> Supper <input type="checkbox"/> SMP <input type="checkbox"/> A la Carte

Exhibit B

Reimbursement Claims for the Last 12 Months

April, 2018	\$2,779.41
May, 2018	\$3,987.95
June, 2018	\$2,856.79
Aug./Sept. 2018	\$2,882.14
October, 2018	\$3,879.66
November, 2018	\$3,508.58
December, 2018	\$3,046.85
January, 2019	\$4,217.68
February, 2019	\$3,365.86
March, 2019	\$3,758.54
April, 2019	\$3,507.53

Exhibit C

Meal Counts and Sales by School

<u>Month</u>	<u>Lunch</u>	<u>Breakfast</u>
April, 2018	1,494	284
May, 2018	2,105	508
June, 2018	1,504	359
Aug. /Sept. 2018	1,660	306
Oct. 2018	2,049	379
Nov. 2018	1,749	391
Dec. 2018	1,513	348
Jan. 2019	1,998	446
Feb. 2019	1,666	320
Mar. 2019	1,816	436
Apr. 2019	1,596	427

Exhibit D

Current Employee Roster, Hours Worked, by Location/Wage Scales

Title	Weekly Hours	Hourly Rate
Lead/Cook	Varies	\$9.00-\$15.00
Cashier	Varies	\$9.00-\$15.00

Exhibit E

Last Year's Audited Financial Statement

See Attached

Operating Budget

Report Date As of June 30, 2018 School Food Authority SLM
 Days of Service _____ Company Name SLA Management

Actual "In-School" Revenue

<u>BREAKFASTS:</u>	<u>MEALS</u>	<u>RATES</u>	
	#	X	= \$
Teacher Breakfast	#	23 X \$	2.000 = \$ 46.00
Reduced	#	61 X \$	0.300 = \$ 18.30
Full Paid	#	686 X \$	1.500 = \$ 1,029.00
Nonreimbursable	#	1 X \$	1.500 = \$ 1.50
Subtotal Breakfasts	#	771	\$ 1,094.80
<u>LUNCHES:</u>			
Teacher Meal (Adult Lunch)	#	348 X \$	4.000 = \$ 1,392.00
Nonreimbursable: Paid	#	15 X \$	2.750 = \$ 41.25
Reduced	#	776 X \$	0.400 = \$ 310.40
Full Paid	#	10,288 X \$	2.750 = \$ 28,292.00
Teacher Meal (Adult Lunch)	#	- X \$	3.500 = \$ -
A la Carte Sales	#	7,391.11 X \$	3.150 = \$ 23,282.00
Subtotal Lunches	#	18,818	\$ 53,317.65
<u>SNACKS/SUPPLEMENTS</u>			
Adult	#	- X \$	- = \$ -
A la Carte Sales	#	- X \$	1.000 = \$ -
Subtotal Snacks/Supplements	#	-	\$ -

Total "IN-SCHOOL" Revenue # 19,589 \$ 54,412.45

Federal Reimbursement

<u>BREAKFASTS*</u>	<u>MEALS</u>	<u>RATES</u>	
Paid	#	686 X \$	0.300 = \$ 205.80
Free	#	1,924 X \$	1.750 = \$ 3,367.00
Reduced	#	61 X \$	1.450 = \$ 88.45
Subtotal Breakfasts	#	2,671	\$ 3,661.25
<u>STANDARD RATE LUNCHES*</u>			
Paid	#	10,288 X \$	0.370 = \$ 3,806.56
Free	#	4,998 X \$	3.290 = \$ 16,443.42
Reduced	#	776 X \$	2.890 = \$ 2,242.64
Subtotal Lunches	#	16,062	\$ 22,492.620
<u>SUMMER BREAKFASTS*</u>			
Free	#	X	= \$ -
<u>SUMMER LUNCHES*</u>			
Free	#	X	= \$ -
Subtotal Low Rate Lunches	#	-	\$ -

Total Federal Reimbursement # 18,733 \$ 26,153.87

SUMMARY:

Total "IN-SCHOOL" Revenue	\$ 54,412.45
Total All Reimbursements	\$ 26,153.87
Total Revenue	\$ 80,566.32

EXPENSES:

Food Cost product		\$	31,889.57
Labor		\$	29,062.62
Learn Manager		\$	5,087.42
Administrative Fees		\$	3,531.77

Indirect Cost:

Accounting	\$	3,719.98
Compliance	\$	-
Invoice/Menu/Purchasing	\$	1,679.07
Online/Marketing	\$	1,311.46
Operations	\$	2,494.35
Compliance/Audit	\$	475.21
Executive	\$	-
IT. Edit Check	\$	574.71
Other Expenses	\$	-

Total Indirect cost		\$	10,254.78
Commodity Cost		\$	336.00
Poster Printed-Marketing		\$	-
Less: Applicable Credits		\$	699.38

Total Expenses		\$	79,462.78
Less: Commodity Allowance		\$	6,660.98
Net Expenses		\$	72,801.80

SUMMARY

Total SLM Revenue	\$	80,566.32
Total SLM Expenses	\$	72,801.80

School Nutrition Program/Food Service Account-Income or (Loss)		\$	7,764.52
--	--	----	----------

Total Income: State Lunch Match & Healthy Food Certification**Other Income**

State Reimbursement	16,062	x	\$	0.04	\$	642.48
Healthy Food Certification	16,062	x	\$	0.10	\$	1,606.20

Total Income		\$	10,013.20
---------------------	--	----	------------------

Exhibit F

Current Menus

See Attached



Salem School - Breakfast

MON TUES WED THURS FRI

May 2019

	1	2	3		
CENTER PLATE	Egg and Cheese Muffin (1.75G, 1.25M)	Hard Boiled Egg and Graham Crackers (1G, 1.5M)	French Toast Sticks with Maple Syrup (2G)		
ON THE GO	Assorted Cereal with WG Crackers (2G)				
	6	7	8	9	10
CENTER PLATE	Assorted Cereal with WG Crackers (2G)	Egg and Cheese Muffin (1.75G, 1.25M)	Assorted Nutri-Grain Bars with Yogurt	French Toast Sticks with Maple Syrup (2G)	Yogurt and Graham Crackers
ON THE GO	Assorted Cereal with WG Crackers (2G)				
	13	14	15	16	17
CENTER PLATE	Assorted Cereal with WG Crackers (2G)	Hard Boiled Egg and Graham Crackers (1G, 1.5M)	French Toast Sticks with Maple Syrup (2G)	Egg and Cheese Muffin (1.75G, 1.25M)	Cheese Stick and Muffin
ON THE GO	Assorted Cereal with WG Crackers (2G)				
	20	21	22	23	24
CENTER PLATE	Assorted Cereal with WG Crackers (2G)	Assorted Nutri-Grain Bars with Yogurt	Hard Boiled Egg and Graham Crackers (1G, 1.5M)	Cheese Stick and Muffin	No School Memorial Day Recess
ON THE GO	Assorted Cereal with WG Crackers (2G)				
	27	28	29	30	31
CENTER PLATE	No School Memorial Day	Assorted Cereal with WG Crackers (2G)	Egg and Cheese Muffin (1.75G, 1.25M)	French Toast Sticks with Maple Syrup (2G)	Yogurt and Graham Crackers
ON THE GO	Assorted Cereal with WG Crackers (2G)				

Each Breakfast includes Choice of 1% White, Fat Free Chocolate or Fat Free Strawberry Milk and a Choice of Two Different Fruits: Fresh Fruit, Chilled Fruit Cup or 100% Fruit Juice.

Assorted Cereal with WG Crackers (2G) Also Available Daily.

Full Pay Breakfast Price: \$1.50, Reduced Breakfast Price: \$0.30, Free Eligible.

Menu subject to change based on availability.

HARVEST OF THE MONTH

Asparagus is a young, tender shoot (spear), vegetable, emerging out from its underground root system. The flavorful spears are a favorite spring season delicacy. Their use as food was well recognized by the ancient Greeks and Romans as a prized delicacy. One of the oldest recorded vegetables, it thought to have originated along the coastal regions of eastern Mediterranean and Asia Minor regions. Asparagus crowns are planted in early spring. It grows into tall, branched stems, bearing fine fern-like green needles, giving the whole plant an overall feathery appearance. A fully-grown plant reaches about 5 feet in height.

Stop by our cafe and try asparagus in a variety of our dishes!

SLA Management is sensitive to the needs of students with disabilities and will make every reasonable effort to accommodate students with disabilities so they can enjoy school lunch. If your child has a medical condition that may be affected by eating school lunch, please contact your school's office for a Diet Modification form. In spite of our every effort, we cannot be absolutely certain that contaminants have not been introduced to products prior to their receipt, or preparation facilities used by a third party while not under the supervision of SLA Management.

5/9/2019 9:35 AM

This institution is an equal opportunity provider.



Salem School - Lunch

MON TUES WED THURS FRI

May 2019

	1	2	3
CENTER PLATE	Min Corn Dog Basket (2G.2M)	All American Cheeseburger (2G.2.5M)	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)
ALL AMERICAN GRILL	Cheesy Breadstick Dippers with Mannara (2G.2M)		
DELI DELIGHTS	Loaded Chef Salad with a Breadstick (2G.3M 1/2C DG) or Turkey and Cheese Sandwich (2G.2.25M)		
VEGGIES	Garden Patch Oven Crisped Fries (1/2C S)	Side Garden Salad (1/2C DG, 1/4C RO) BBO Baked Beans (1/2C BP)	Garden Patch Seasoned Corn (1/2C S)
	6	7	8
CENTER PLATE	Crispy Chicken Sandwich (2.5G.2M)	Heepin' Beef Nachos (2.5G.2M)	Housemade Mac and Cheese (2G.2M)
ALL AMERICAN GRILL	Philly Cheesesteak Sub		
DELI DELIGHTS	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
VEGGIES	Garden Patch Sweet Potato Fries (1/2C RO)	Side Garden Salad (1/2C DG, 1/4C RO) Spicy Black Beans (1/2C BP)	Garden Patch Seasoned Corn (1/2C S)
	9	10	
CENTER PLATE	Chicken Tender Basket with Breadstick (2.5G.2M)	Beef Macaroni Bake (2G.2.75M, 1/4C RO)	Cheesy Breadstick Dippers with Mannara (2G.2M)
ALL AMERICAN GRILL	Brunch For Lunch (2G.3M)		
DELI DELIGHTS	Loaded Chef Salad with a Breadstick (2G.3M 1/2C DG) or Turkey and Cheese Sandwich (2G.2.25M)		
VEGGIES	Oven Crisped Fries (1/2C S) Garden Patch	Side Garden Salad (1/2C DG, 1/4C RO) Italian White Beans	Garden Patch Cajun Tater Tots (1/2C S)
	13	14	15
CENTER PLATE	Honey BBQ Pork Rib Sandwich (2G.2M)	Grilled Ham and Cheese Sandwich (2G.2M)	All American Hot Dog (2G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	Ham and Cheese Sandwich (2G.2.75M), or Crispy Chicken Caesar Salad with a Breadstick (2.5G.2M, 1/2C DG)		
VEGGIES	Garden Patch Sweet Potato Fries (1/2C RO)	Side Garden Salad (1/2C DG, 1/4C RO) Garlic Green Beans	Garden Patch New England Baked Beans (1/2C B)
	16	17	
CENTER PLATE	No School Memorial Day	Chicken Tender Basket with Breadstick (2.5G.2M)	Heepin' Beef Nachos (2.5G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	All American Cheeseburger (2G.2.5M), or All American Hot Dog (2G.2M)		
VEGGIES		Side Garden Salad (1/2C DG, 1/4C RO) BBO Baked Beans (1/2C BP)	Garden Patch Spicy Black Beans (1/2C BP)
	20	21	22
CENTER PLATE	Honey BBQ Pork Rib Sandwich (2G.2M)	Grilled Ham and Cheese Sandwich (2G.2M)	All American Hot Dog (2G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	Ham and Cheese Sandwich (2G.2.75M), or Crispy Chicken Caesar Salad with a Breadstick (2.5G.2M, 1/2C DG)		
VEGGIES	Garden Patch Sweet Potato Fries (1/2C RO)	Side Garden Salad (1/2C DG, 1/4C RO) Garlic Green Beans	Garden Patch New England Baked Beans (1/2C B)
	23	24	
CENTER PLATE	No School Memorial Day	Chicken Tender Basket with Breadstick (2.5G.2M)	Heepin' Beef Nachos (2.5G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	All American Cheeseburger (2G.2.5M), or All American Hot Dog (2G.2M)		
VEGGIES		Side Garden Salad (1/2C DG, 1/4C RO) BBO Baked Beans (1/2C BP)	Garden Patch Spicy Black Beans (1/2C BP)
	27	28	29
CENTER PLATE	No School Memorial Day	Chicken Tender Basket with Breadstick (2.5G.2M)	Heepin' Beef Nachos (2.5G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	All American Cheeseburger (2G.2.5M), or All American Hot Dog (2G.2M)		
VEGGIES		Side Garden Salad (1/2C DG, 1/4C RO) BBO Baked Beans (1/2C BP)	Garden Patch Spicy Black Beans (1/2C BP)
	30	31	
CENTER PLATE	No School Memorial Day	Chicken Tender Basket with Breadstick (2.5G.2M)	Heepin' Beef Nachos (2.5G.2M)
ALL AMERICAN GRILL	Fresh Baked Cheese Pizza (2G.2.5M), or Fresh Baked Pepperoni Pizza (2G.2.5M)		
DELI DELIGHTS	All American Cheeseburger (2G.2.5M), or All American Hot Dog (2G.2M)		
VEGGIES		Side Garden Salad (1/2C DG, 1/4C RO) BBO Baked Beans (1/2C BP)	Garden Patch Spicy Black Beans (1/2C BP)

All entrees are served with up to two fruits and two vegetables

Choice of 1% White, Fat Free Chocolate or Fat Free Strawberry Milk Available Daily.

Full Pay Lunch Price \$2.90, Reduced Lunch Price \$0.40, Free Eligible.

A complete meal consists of 5 components
 1. Meat/Meat Alternate
 2. Grain/Bread
 3. Vegetable
 4. Fruit
 5. Milk. If you do not take a compliant meal, A la Carte prices are charged. Charging to your lunch account is not allowed for A la Carte items.

Menu subject to change based on availability

HARVEST OF THE MONTH

Asparagus is a young, tender shoot (spear) vegetable emerging out from its underground root system. The flavorful spears are a favorite spring season delicacy. Their use as food was well recognized by the ancient Greeks and Romans as a prized delicacy. One of the oldest recorded vegetables, it thought to have originated along the coastal regions of eastern Mediterranean and Asia Minor regions. Asparagus crowns are planted in early spring. It grows into tall branched stems, bearing fine fern-like green needles, giving the whole plant an overall leafy appearance. A fully-grown plant reaches about 5 feet in height.

Stop by our cafés and try asparagus in a variety of our dishes!

SLA Management is sensitive to the needs of students with disabilities and will make every reasonable effort to accommodate students with disabilities so they can enjoy school lunch. If your child has a medical condition that may be affected by eating school lunch, please contact your school's office for a Diet Modification form. In spite of our every effort, we cannot be absolutely certain that contaminants have not been introduced to products prior to their receipt, or preparation facilities used by a third party while not under the supervision of SLA Management.

Exhibit G

2018-19 & 2019-20 School Calendar

See Attached

**SALEM SCHOOL DISTRICT
SALEM, CT**

August/September 2018

21/21

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

21/42

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

18/60

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

15/75

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019

21/96

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2018 - 2019

SCHOOL CALENDAR

**Board of Education Approved
February 5, 2018**

FIRST DAY OF SCHOOL

☺ August 29

HOLIDAYS AND VACATIONS

- ☺ September 3: Labor Day
- ☺ October 8: Columbus Day
- ☺ November 21-23: Thanksgiving
- ☺ December 21: Early Dismissal
- ☺ December 24-31: Holiday Recess
- ☺ January 1: New Years Day
- ☺ January 21: Martin Luther King Day
- ☺ February 18: President's Day
- ☺ February 19: Winter Recess
- ☺ April 15-18: Spring Recess
- ☺ April 19: Good Friday
- ☺ May 24-27: Memorial Day Recess

STAFF

PROFESSIONAL DEVELOPMENT

(NO SCHOOL FOR STUDENTS)

- ☺ August 27 (Staff Orientation/PD)
- ☺ August 28 (Staff PD)
- ☺ September 17 (Staff PD)
- ☺ October 5 (Staff PD)
- ☺ November 6 (Regional/District PD Day or Parent Conferences)
- ☺ March 8 (Regional/District PD Day or Parent Conferences)

LAST DAY OF SCHOOL

☺ June 12: Early Dismissal*

CALENDAR BREAKDOWN (186)

Student Days 180
Staff Orientation 1
Staff Professional Development Days 5

REPORT CARDS DISTRIBUTED

December
March
June (Last Day of School)

School Hours

Early Dismissal
K-8 8:30 - 3:20 8:30 - 1:20
Pre-Kind. 8:40 - 12:40 8:40 - 12:00

*Snow/emergency days will be made up at the end of the school year. If needed April break may be shortened or eliminated to make up snow/emergency days.

February 2019

18/114

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

20/134

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

17/151

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

21/172

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

8/180

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

KEY	
/	= Early Dismissal
-	= No School
☐	= Staff PD
☐	= Last Day of School

**SALEM SCHOOL DISTRICT
SALEM, CT**

August/September 2019

22/22

S	M	T	W	T	F	S
25	26	27	28	29	30	31
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019

21/43

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

17/60

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

15/75

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

21/96

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2019 – 2020

SCHOOL CALENDAR

**Board of Education Approved
February 4, 2019**

FIRST DAY OF SCHOOL

☺ August 28

HOLIDAYS AND VACATIONS

- ☺ September 2: Labor Day
- ☺ October 14: Columbus Day
- ☺ November 27-29: Thanksgiving
- ☺ December 20: Early Dismissal
- ☺ December 23-31: Holiday Recess
- ☺ January 1: New Years Day
- ☺ January 20: Martin Luther King Day
- ☺ February 17: President's Day
- ☺ February 18: Winter Recess
- ☺ April 10: Good Friday
- ☺ April 13-17: Spring Recess
- ☺ May 22-25: Memorial Day Recess

STAFF

**PROFESSIONAL DEVELOPMENT
(NO SCHOOL FOR STUDENTS)**

- ☺ August 26 (Staff Orientation/PD)
- ☺ August 27 (Staff PD)
- ☺ September 16 (Staff PD)
- ☺ October 4 (Staff PD)
- ☺ November 5 (Regional/District PD Day or Parent Conferences)
- ☺ March 13 (Regional/District PD Day or Parent Conferences)

LAST DAY OF SCHOOL

☺ June 12: Early Dismissal*

CALENDAR BREAKDOWN (186)

Student Days 180
Staff Orientation 1
Staff Professional Development Days 5

REPORT CARDS DISTRIBUTED

December
March
June (Last Day of School)

School Hours

K-8 8:30 – 3:20 **Early Dismissal** 8:30 – 1:20
Pre-Kind. 8:40 – 1:40 8:40 – 12:00

*Snow/emergency days will be made up at the end of the school year. If needed April break may be shortened or eliminated to make up snow/emergency days.

February 2020

18/114

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

21/135

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

16/151

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

19/170

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2020

10/180

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

KEY	
☺	= Early Dismissal
☺	= No School
☺	= Staff PD
☺	= Last Day of School

Exhibit H

Brief Narrative Concerning Cleaning, A la Carte, Vehicles and Cash Handling

Cleaning – The lunch aides are employed by the Salem School District. They are responsible for setting up, cleaning and taking down the lunch tables. Salem School District custodians clean the floor daily in the dining area. The FSMC employees are responsible for setting up the lunch line equipment and cashier station. They are also responsible to put the equipment away after the final lunch wave. The FSMC employees are responsible for cleaning the kitchen and serving areas.

A la Carte – We do offer a la carte items to students and staff. Salem School District is a “Healthy Foods School”, so all offerings must meet the Healthy Food Criteria.

Vehicles – Delivery vehicles are allowed to make deliveries in the front of the school. However, they should schedule drop off times that do not interfere with school bus drop off and pick up times.

Cash Handling – The cashier makes daily bank deposits. Copies of the deposit slips are given to the district office. The district employees verify the deposits. These are further verified by the bank reconciliation that is done at the end of each month. At the end of each month a daily count sheet for the various programs is submitted to the district. Salem also uses a point of sale system. Students may pay cash at the register or prepay on line. Salem School does have a charging policy in affect that the FSMC is required to follow.

Exhibit I: Sample School Food Authority (SFA)/Food Service Management Company (FSMC) Monitoring Form

District Name: _____ Site Name: _____
 FSMC Name: _____ Current Contract Year (check one): 1 2 3 4 5
 Current Management Fee: _____ Current Administrative Fee: _____

INSTRUCTIONS: This form addresses all school nutrition programs operated under the SFA/FSMC contract and must be completed twice per year for each site. Indicate whether the site complies with each area by checking the "Yes" or "No" column. If the area is not applicable, check the "NA" column. Use the "Notes" column to provide information and explanations, and indicate any corrective action required. For areas requiring corrective action, indicate the date the area was corrected in the "Date Corrected" column. Maintain completed forms on site. These forms will be checked by the Connecticut State Department of Education (CSDE) during the SFA's Procurement Review.

MENUS AND SERVICE	Yes	No	NA	Notes	Date Corrected
1. Has the FSMC followed the 21-day cycle menu, as described in the contract for the first 21 days of the contract? <i>Monitored during the first year of the contract only.</i>					
2. Did the SFA approve any changes to menus following the first 21 days of the contract?					
3. For each type of meal service outlined in the contract, do all meals comply with the required meal pattern food components? <i>Check all that apply.</i>					
<input type="checkbox"/> SBP					
<input type="checkbox"/> NSLP					
<input type="checkbox"/> Afterschool Snack Program					
<input type="checkbox"/> FFVP					
<input type="checkbox"/> CACFP At-risk Afterschool Supper Program					
4. For each type of meal service outlined in the contract, do all meals comply with the required meal pattern portion sizes? <i>Check all that apply.</i>					
<input type="checkbox"/> SBP					
<input type="checkbox"/> NSLP					
<input type="checkbox"/> Afterschool Snack Program					
<input type="checkbox"/> FFVP					
<input type="checkbox"/> CACFP At-risk Afterschool Supper Program					

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

MENUS AND SERVICE (continued)	Yes	No	NA	Notes	Date Corrected
<i>Question 5 applies only to NLSP and SBP meals</i>					
5. Do all meals served in the NSI/P and SBP comply with the required dietary specification (nutrition standards)? <input type="checkbox"/> NSI/P <input type="checkbox"/> SBP					
6. Have all menus been developed using the agreed upon menu planning systems?					
7. Has the SFA retained control of the quality, extent, and general nature of its food service?					
8. Has the SFA declined to make payment to the FSMC for meals that are spoiled or unwholesome at the time of delivery, or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?					
9. Are production records completed for all meals/snacks claimed for reimbursement? <i>Check all programs that apply.</i> <input type="checkbox"/> SBP <input type="checkbox"/> NSI/P <input type="checkbox"/> Afterschool Snack Program <input type="checkbox"/> FFVP <input type="checkbox"/> CACFP At-risk Afterschool Supper Program					

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

MENUS AND SERVICE (continued)	Yes	No	NA	Notes	Date Corrected
10. Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?					
11. Do foods purchased meet the quality specification standards indicated in the contract?					
12. Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?					
13. Is the FSMC following all federal and state requirements for competitive foods? <i>Competitive foods are all foods and beverages sold to students on school premises other than meals served through the USDA school nutrition programs.</i>					
<input type="checkbox"/> Healthy Food Certification (HFC) requirements under Connecticut General Statutes (C.G.S.) Section 10-215f <i>(Applies only to HFC public schools)</i>					
<input type="checkbox"/> Connecticut Nutrition Standards under C.G.S. Section 10-215e <i>(Applies only to HFC public schools)</i>					
<input type="checkbox"/> C.G.S. Section 10-221p: Boards to make available for purchase nutritious and low-fat foods <i>(Applies only to public schools)</i>					
<input type="checkbox"/> C.G.S. Section 10-221q: Sale of beverages <i>(Applies only to public schools)</i>					
<input type="checkbox"/> Connecticut Competitive Foods Regulations (Sections 10-215b-1 and 10-215b-23) <i>(Applies to public schools, private schools, and residential child care institutions (RCCs))</i>					
<input type="checkbox"/> USDA Smart Snacks nutrition standards under the USDA final rule (Federal Register, Vol. 81, No. 146, July 29, 2016) <i>(Applies only to non-HFC public schools, private schools, and RCCs)</i>					

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

USDA Donated Foods	Yes	No	NA	Notes	Date Corrected
1. Does the SFA receive credit for the value of USDA Donated Foods received during the school year? If "Yes," note if credited when product was received or when product was used. If "No," note why.					
2. Does the FSMC provide credits per the terms of the contract?					
3. Credit for the value of donated foods was received through <i>(check all that apply)</i> :					
<input type="checkbox"/> Invoice reductions					
<input type="checkbox"/> Refunds					
<input type="checkbox"/> Discounts					
<input type="checkbox"/> Other <i>(describe)</i> :					
4. Does the FSMC provide clear documentation of the value received and of the credit recognized? (This includes crediting for the value of donated foods contained in processed end products.)					
5. Does the USDA Foods' billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?					
6. Does the SFA retain title to all USDA foods and ensure that all USDA Donated Foods are made available to the FSMC, including processed foods?					
7. Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?					
8. Does the FSMC use all donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service?					

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

USDA DONATED FOODS (continued)				Yes	No	NA	Notes	Date Corrected
9. For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management does not result in the SFA being charged for donated foods?								
10. Is the FSMC responsible for receiving donated foods on behalf of the SFA?								
a. If "Yes," does the SFA verify delivery of donated food shipments and end products, not relying solely on the FSMC records?								
FINANCIAL ACCOUNTABILITY PROCEDURES				Yes	No	NA	Notes	Date Corrected
1. Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?								
2. Do the food service daily income records accurately reflect the revenue received by each meal type (e.g., free, reduced and paid student meals, and adult meals) and other revenue such as a la carte sales, catering, rebates, and other nonprogram sales.								
3. Has the SFA verified the food and non-food invoices to ensure that bills sent reflect actual expenses?								
4. Has the SFA verified time reporting documents to ensure only actual hours worked are billed to the SFA?								
5. Are allowable costs paid from the non-profit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?								
6. Is the FSMC transparent in their identification of all rebates, discounts, and applicable credits?								
7. Is the FSMC transparent in their identification of unallowable costs?								
8. Are all bills monitored to ensure that the FSMC has not double-billed or included costs that are unallowable by the terms of the contract?								

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

SANITATION AND SAFETY PROCEDURES	Yes	No	NA	Notes	Date Corrected
1. Are facilities and equipment adequately maintained for safety and sanitation?					
2. Do employees practice safe food-handling procedures?					
3. Are state health licenses maintained as required by the contract?					
4. Does the SFA assure that all state and local regulations are being met by the FSMC?					
OTHER CONTRACTUAL REQUIREMENTS	Yes	No	NA	Notes	Date Corrected
1. Has the SFA established an advisory board consisting of parents, teachers and students (all three groups must be represented)? If "No," why?					
2. How many advisory board meetings have taken place at each school?					
3. Has the FSMC implemented any suggestions for menu planning from the advisory board?					
4. Did SFA/FSMC submit and implement all corrective action noted during an SFA review, Administrative Review, or program audit this year?					
5. Does the SFA have procedures in place to monitor FSMC contract compliance?					
a. If "Yes," is documentation maintained?					
6. Has the FSMC staffing plan been approved by the SFA?					
7. Has the SFA retained all food service responsibilities required by USDA regulations?					
• Signature authority on state agency/SFA Agreement					
• Free and reduced-price policy statement					
• Claims					
• Prices of meals					

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued


OTHER CONTRACTUAL REQUIREMENTS (continued)				Yes	No	NA	Notes	Date Corrected
8. Is SFA in compliance with periodic monitoring of FSMC's food service operations at each site to ensure the program conforms with program regulations?								
a. Is the documentation maintained?								
9. Have all responsibilities of the SFA and FSMC been implemented as defined by the terms of the contract? <i>If "No," explain.</i>								
10. Did the FSMC meet the contract guarantee?								
11. Does the non-profit school food service account reflect the surplus, subsidy, or breakeven?								
PROCUREMENT REQUIREMENTS				Yes	No	NA	Notes	Date Corrected
1. Does the FSMC follow proper procurement procedures on behalf of the SFA? <i>If "No," explain.</i>								
2. Does the FSMC meet the Buy American Provision of the contract and USDA regulations? Spot check canned, fresh, frozen food/produce country of origin. <i>If "No," explain.</i>								
3. Does the FSMC/SFA have a procedure in place to address exceptions to the Buy American Provision?								

Additional comments/notes:

Exhibit I: Sample SFA/ FSMC Monitoring Form, continued

Additional comments/notes (continued):

Signature of FSMC Representative	Title	Date
Signature of SFA Representative	Title	Date



For more information, visit the Connecticut State Department of Education's (CSDE) School Nutrition Programs webpage or contact the school nutrition programs staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

This form is available in PDF at https://portal.ct.gov/-/media/STATE_Nutrition/FSMC/SFA/FSMC_monitor.pdf

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 http://www.asc.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410;
- (2) fax: (202) 690-7442;
- (3) email: pro.griam.usda@usda.gov

This institution is an equal opportunity provider.

The Connecticut State Department of Education is committed to a policy of equal opportunity affirmative action for all qualified persons. The Connecticut State Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Connecticut State Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Lisa Glickson, Equal Employment Opportunity Director, Americans with Disabilities Act Coordinator, Connecticut State Department of Education, 450 Columbus Boulevard, Suite 640, Hartford, CT 06103, SG@doe.ct.gov, www.ct.gov/doe.

Exhibit J

Equipment Specifications

"THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK"

Exhibit K

Current Equipment Amortization Schedule

"THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK"

Exhibit L

Accounts Payable Cut-off Schedule

SALEM SCHOOL LUNCH ACCOUNT

<u>Month</u>	<u>A/P Deadline</u>	<u>Release Date</u>
July	August 15 th	August 22 nd
August	September 15 th	September 22 nd
September	October 15 th	October 22 nd
October	November 15 th	November 22 nd
November	December 15 th	December 22 nd
December	January 15 th	January 22 nd
January	February 15 th	February 22 nd
February	March 15 th	March 22 nd
March	April 15 th	April 22 nd
April	May 15 th	May 22 nd
May	June 15 th	June 22 nd
June	July 15 th	July 22 nd

Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (FSMC) (offeror) shall execute this Certificate of Independent Price Determination.

Name of FSMC

Name of School Food Authority

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

(B) Each person signing this offer on behalf of the FSMC

Certifies that:

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

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

Signature of Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of School Food Authority's Authorized
Representative

Title

Date

Authorized Representative

Note: Accepting a bidder's offer does not constitute award of the contract.

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions**

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the **System for Award Management** www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)
Page 1 of 3

Date
Revision: November 2018

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.



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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.

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- (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;*
- (3) email: program.intake@usda.gov*

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, 860-807-2071, Levy.gillespie@ct.gov

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organization Name

Address

Name of Submitting Official

Title of Submitting Official

Signature

Date



For more information, visit the Connecticut State Department of Education's (CSDE) [School Nutrition Programs](#) webpage or contact the [school nutrition programs](#) staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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- (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) 690-7412;*
- (3) email: progrqm.mtke@usda.gov.*

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Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, 860-807-2071. Levy.gillespie@ct.gov.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure) Approved by OMB 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Prefix: _____ Last Name: _____ First Name: _____ Middle Initial: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____		
10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Prefix: _____ Last Name: _____ First Name: _____ Middle Initial: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
		Authorized for Local Reproduction Standard Form - 1,111, (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



For more information, visit the Connecticut State Department of Education's (CSDE) School Nutrition Programs webpage or contact the school nutrition programs staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
- (2) fax: (202) 690-7442;*
- (3) email: program.intake@usda.gov.*

This institution is an equal opportunity provider.

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CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (FSMC) (offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY:

NAME OF SCHOOL FOOD AUTHORITY:

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

Signature of Food Service Management Company's
Authorized Representative

Title

Date

Signature of School Food Authority's Authorized
Representative

Title

Date



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**ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM**

Both parties agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract year.

Food Service Management Company

School Food Authority

Signature

Signature

Title

Title

Date

Date



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Levy Gillespie 2014 2015

**NON - COLLUSIVE STATEMENT
FOOD SERVICE PROGRAM**

By submission of this proposal, the _____ certifies that:

- This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- The person signing this proposal certifies that he or she has fully informed himself or herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.
- Resolve that _____ be authorized to sign and submit this proposal on behalf of the FSMC named above for the food service program at _____.

Signature of FSMC's Person Authorized to Submit this Proposal	Title	Date
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Typed Name of FSMC's Person Authorized to Submit this Proposal



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levy.gillespie@ct.gov

Appendix I: Public Act No. 16-189
An Act Concerning Student Data Privacy

School Food Authority (SFA):	
Food Service Management Company (FSMC):	

Effective October 1, 2016, SFAs contracting with a FSMC must complete the following contract provisions if the FSMC meets the definition of a "contractor" as defined below. Hereafter contractor, operator and consultant will be referred to as the FSMC. Hereafter, local or regional board of education will be referred to as the SFA.

Section 1 – Definitions:

- (1) "Contractor" means an operator or consultant that is in possession of or has access to student information, student records or student-generated content as a result of a contract with a local or regional board of education;
- (2) "Operator" means any person who (A) operates an Internet web site, online service or mobile application with actual knowledge that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet web site, online service or mobile application, and (B) collects, maintains or uses student information;
- (3) "Consultant" means a professional who provides noninstructional services, including, but not limited to, administrative, planning, analysis, statistical or research services, to a local or regional board of education pursuant to a contract with such local or regional board of education;
- (4) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a student or the parent or legal guardian of a student, to the operator in the course of the student, parent or legal guardian using the operator's Internet web site, online service or mobile application for school purposes, (B) created or provided by an employee or agent of a local or regional board of education to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet web site, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;
- (5) "Student record" means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of a local or regional board of education, except "student record" does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services;
- (6) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment;

- (7) "Directory information" has the same meaning as provided in 34 CFR 99.3, as amended from time to time;
- (8) "School purposes" means purposes that customarily take place at the direction of a teacher or a local or regional board of education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students;
- (9) "Student" means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education;
- (10) "Targeted advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site that such student is accessing at the time or in response to a student's response or request for information or feedback;
- (11) "De-identified student information" means any student information that has been altered to prevent the identification of an individual student; and
- (12) "Persistent unique identifier" means a unique piece of information that can be used to recognize a user over time and across different Internet web sites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet web site, online service or mobile application.

Section 2: Effective October 1, 2016, and applicable to contracts entered into, amended or renewed on or after this date;

- (a) (1) Student records and student-generated content are not the property of or under the control of a contractor.
- (2) **SFA must enter below** a description of the means by which the local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of the contractor.

- (3) The FSMC affirms herein that it shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract.
- (4) **SFA must enter below** a description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;



- (5) The FSMC shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.
- (6) **The FSMC must enter below** a description of the procedures that the FSMC will follow to notify the local or regional board of education when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.



- (7) Student information, student records or student-generated content shall not be retained or available to the FSMC upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the FSMC for the purpose of storing student-generated content.
 - (8) The FSMC and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
 - (9) The laws of the state of Connecticut shall govern the rights and duties of the FSMC and the SFA.
 - (10) If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- (b) All student-generated content shall be the property of the student or the parent or legal guardian of the student.
 - (c) The FSMC shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and (3) otherwise meet or exceed industry standards.
 - (d) The FSMC shall not use (1) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (2) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

- (e) Any provision of a contract entered into between the FSMC and SFA that conflicts with any provision of this section shall be void.

Section 3 [Applicable if the FSMC meets the definition of "operator" in Section 1 above.]

- (a) The FSMC shall
 - (1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and
 - (2) delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content.
- (b) The FSMC shall not knowingly:
 - (1) Engage in (A) targeted advertising on the operator's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of the FSMC's Internet web site, online service or mobile application for school purposes;
 - (2) Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;
 - (3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of a FSMC by a successor FSMC and the FSMC and successor FSMC continue to be subject to the provisions of this section regarding student information; or
 - (4) Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the FSMC to provide services for the FSMC's Internet web site, online service or mobile application, provided the FSMC contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the FSMC, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.
- (c) The FSMC may use student information (1) to maintain, support, improve, evaluate or diagnose the operator's Internet web site, online service or mobile application, (2) for adaptive learning purposes or customized student learning, (3) to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or (4) to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.
- (d) The FSMC may use de-identified student information or aggregated student information
 - (1) to develop or improve the FSMC's Internet web site, online service or mobile

application, or other Internet web sites, online services or mobile applications owned by the operator, or (2) to demonstrate or market the effectiveness of the FSMC's Internet web site, online service or mobile application.

- (e) The FSMC may share aggregated student information or de-identified student information for the improvement and development of Internet web sites, online services or mobile applications designed for school purposes.

Section 4: [Applicable if the FSMC meets the definitions of "contractor" and "operator" as defined in Section 1 above.]

- (a) Unauthorized release, disclosure or acquisition of student information.

- (1) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the FSMC shall notify, without unreasonable delay, but not more than thirty days after such discovery, the local or regional board of education of such breach of security. During such thirty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the FSMC's data system.

- (2) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the FSMC shall notify, without unreasonable delay, but not more than sixty days after such discovery, the local or regional board of education of such breach of security. During such sixty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

- (3) Upon receipt of notice of a breach of security under subdivisions (1) or (2) of this subsection, a local or regional board of education shall electronically notify, not later than forty-eight hours after receipt of such notice, the student and the parents or guardians of the student whose student information, student records or student-generated content is involved in such breach of security. The local or regional board of education shall post such notice on the board's Internet web site.

- (b) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, the FSMC that is in possession of or maintains student information, student records or student-generated content as a result of a student's use of such FSMC's Internet web site, online service or mobile application, shall (1) notify, without unreasonable delay, but not more than thirty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (2) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period, the FSMC may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the FSMC's data system.

Signature of Food Service Management Company's Authorized Representative

Title

Date

Printed Name of Food Service Management Company's Authorized Representative

Signature of School Food Authority's Authorized Representative

Title

Date

Printed Name of School Food Authority's Authorized Representative



For more information, visit the Connecticut State Department of Education's (CSDE) [School Nutrition Programs](#) webpage or contact the [school nutrition programs](#) staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

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.

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To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442;
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider..

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut State Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Connecticut State Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Act Coordinator, Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, [860-807-2071](tel:860-807-2071), Levy.Gillespie@ct.gov

Exhibit N

JANUARY 2019 INVOICE: SFA NAME

Terms	Account Number	Invoice Date	Invoice Number
## days	Due: ##/##/####	###/##/####	####
Description			Total
Gross product cost \$##,###.## Discounts - note each as Net off Invoice (NOI), Fee for Service (FFS), Direct Discount (DD) <ul style="list-style-type: none"> • \$###.## • \$###.## • \$###.## Rebates <ul style="list-style-type: none"> • \$###.## • \$###.## • \$###.## Credits <ul style="list-style-type: none"> • \$###.## • \$###.## • \$###.## Net Product Cost			\$xxx,xxx.xx
Labor Cost			\$xxx,xxx.xx
Controllables/other			\$xxx,xxx.xx
Non-Controllables/other - if either fee is based on per meal charge, all calculations must be provided: <ul style="list-style-type: none"> • Management Fee \$####.## • Admin Fee \$####.## 			\$xxx,xxx.xx
Total DUE			<u>\$xxx,xxx.xx</u>
USDA Foods Received this Month: <ul style="list-style-type: none"> • USDA Foods \$###.## • DOD \$###.## • Processed \$###.## • Produce Pilot \$###.## 			
FSMC must certify it has submitted only allowable costs to be paid from the non-profit school food service account			<hr/> Name of FSMC staff responsible for certifying compliance

Sample invoice:

- List of each discount, rebate and or credit and labeled as net off invoice, fee for service or direct discount
- Management and Administrative fee as applicable - if any fee is based on a per meal cost, the calculation must be included on the invoice
- FSMC must certify on document only allowable costs submitted for payment from the non-profit school food service account.
- If an Operating Statement or P&L does not accompany the invoice, *individual expenditures must be noted on the invoice.*

Exhibit O

Confirmation of receipt

Sold-To: 4003920

Order: 1000347213 from 03/01/2019 10:57
 Your Reference:
 Your Description:

Total Net Price: 1,270.38 USD

Item	Item Details	QTY	Unit	User Status	Total Price Unit Price
100	110346 : BEEF 100% PTY 90/10 FRZ 2.0MMA CTN-40 LB Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 08/31/2019	2.000	CS	Ready for Approval	\$209.14 USD 261.43 USD / 100 LB
200	110346 : BEEF 100% PTY 90/10 FRZ 2.0MMA CTN-40 LB Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 12/31/2019	1.000	CS	Ready for Approval	\$104.57 USD 261.43 USD / 100 LB
300	100313 : CORN WHOLE KERNEL(LIQ) CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 11/30/2019	12.000	CS	Ready for Approval	\$219.99 USD 46.12 USD / 100 LB
400	100357 : POTATOES OVENS FRY PKG-6/5 LB Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 11/30/2019	3.000	CS	Ready for Approval	\$70.81 USD 78.68 USD / 100 LB
500	100357 : POTATOES OVENS FRY PKG-6/5 LB Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 01/31/2020	3.000	CS	Ready for Approval	\$70.81 USD 78.68 USD / 100 LB
600	100360 : BEANS GARBANZO CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 07/31/2019	6.000	CS	Ready for Approval	\$82.09 USD 33.78 USD / 100 LB
700	110541 : APPLESAUCE UNSWEETENED CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 08/31/2019	3.000	CS	Ready for Approval	\$59.12 USD 49.58 USD / 100 LB
800	110541 : APPLESAUCE UNSWEETENED CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 12/15/2019	3.000	CS	Ready for Approval	\$59.12 USD 49.58 USD / 100 LB
900	110541 : APPLESAUCE UNSWEETENED CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 02/29/2020	2.000	CS	Ready for Approval	\$39.42 USD 49.58 USD / 100 LB
1000	100220 : PEACHES CLING DICED EX LT CAN-6/10 Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 11/30/2019	6.000	CS	Ready for Approval	\$193.50 USD 81.13 USD / 100 LB
1100	100018 : CHEESE PROCESS YEL SLC LVS-6/5 LB Delivery Point: 5002362: SYSCO FOOD SERVICE OF CT, ROCKY HILL, CT , ROCKY HILL, CT Requested Delivery Date: 09/30/2019	3.000	CS	Ready for Approval	\$161.81 USD 179.79 USD / 100 LB