

# Request for Proposal (RFP)

## Invitation to Submit Proposal for Food Service Management Company (FSMC)

Completed sealed proposals must be submitted  
no later than \_\_\_\_\_ by \_\_\_\_\_ CST

**RFP Issued by:**

Bureau of Nutrition & Health Services of the Iowa Department of Education  
Grimes State Office Building  
400 East 14<sup>th</sup> Street  
Des Moines, IA 50319-0146  
Phone (515) 281-5356  
Fax (515) 242-5988

**Website:** <https://educate.iowa.gov/pk-12/operation-support/nutrition-programs>

## **USDA Nondiscrimination Statement**

All FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. Fax:  
(833) 256-1665 or (202) 690-7442; or
3. Email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

[Declaración de no discriminación del Departamento de Agricultura \(USDA\)](#)

## **Iowa Nondiscrimination Statement**

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, 6200 Park Ave Suite 100, Des Moines, IA 50321-1270; phone number 515-281-4121 or 1-800-457-4416; website: <https://icrc.iowa.gov/>.

## USDA Child Nutrition Program(s)

The selected FSMC shall operate in conformance with the SFA's Permanent Agreement with the State of Iowa for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with USDA Regulation and as required by this RFP and subsequent Awarded Contract and extensions.

Additional program(s) may be considered in the future. The SFA will conduct a cost analysis to rule out the possibility of material changes to the Awarded Contract. If a material change is ruled out, the SFA will issue an addendum with the proposed fixed meal price(s) for the new program for Selected FSMC to either accept or reject. The Selected FSMC may negotiate a higher fixed meal price(s), but any accepted fixed meal price(s) by the SFA must be below the range used in the cost analysis to negate the possibility of a material change to the Awarded Contract.

National School Lunch Program (NSLP)

School Breakfast Program (SBP)

After School Care Snack Program (ASCSP)

Special Milk Program (SMP)

Fresh Fruit and Vegetable Program (FFVP)

Summer Food Service Program (SFSP)

Child and Adult Care Food Program (CACFP)

As indicated in Exhibit B, 21-day cycle menus for all programs that the SFA currently participates in must be included with the bid response.

## REQUEST FOR PROPOSAL AND FIXED PRICE CONTRACT INDEX

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## I. INTRODUCTION

This document contains a **Request for Proposal** for providing food service management service for \_\_\_\_\_ School Food Authority's (SFA) participation in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the Food Service Management Company (FSMC) and the School Food Authority.

The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The Bureau of Nutrition & Health Services (BNHS) of the Iowa Department of Education is never a party to any contract between an SFA and a FSMC. BNHS has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

## II. REQUEST FOR PROPOSAL / INSTRUCTIONS

### II. A. Legal Notice

Notice is hereby given that \_\_\_\_\_ School Food Authority, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Responder to this RFP will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the SFA.

### II. B. Request for Proposal

1. SFA will consider a Fixed-Price Proposal
2. Proposals will be received until \_\_\_\_\_ CST on \_\_\_\_\_ for supplying \_\_\_\_\_ SFA with food service management services during the school year of 2025 – 2026, (SY26) with options for renewal of the contract for four additional terms of one year each.
3. Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of \_\_\_\_\_ and shall be marked on the envelope "*Food Service Management Proposal, #* \_\_\_\_\_ with the FSMC's return address marked on the envelope.
4. In accepting proposals, \_\_\_\_\_ SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.
5. Additional information requested by any FSMC to adequately respond to this Request for Proposal must be submitted in writing to the SFA. Both the question(s) and response(s) will be submitted to all FSMCs that have requested the RFP. FSMCs must submit all questions in writing to the SFA no

later than three weeks prior to the RFP deadline. SFAs must provide all responses to all FSMCs no later than two weeks prior to RFP deadline.

6. FSMCs must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.
7. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
8. See Standard Terms and Conditions herein below.

## **II. C. Procurement Method 7 CFR 210.21(a-c)**

1. Procurement Method will be the Competitive Sealed Proposal for a firm, fixed price contract with price adjustment as indicated in III.J.(6)(a). Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:
  - a. The BNHS *Fixed Price RFP & Contract* Prototype is required for proposals
  - b. Competitive sealed proposals allow clarifying discussions with competing FSMCs and adjustments to the initial proposal.
  - c. Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.
  - d. There is no public opening for Request for Proposals (RFP).
2. Discussions for the purpose of clarification may be conducted with responsible FSMCs who submit proposals determined to be considered for award selection, to assure full understanding of all terms and conditions of the RFP response and Contract requirements following state regulations and SFA policy.
3. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing FSMCs.
4. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR 200.319(a).
5. Procurement must be conducted so that there is no apparent or real conflict of interest. Disciplinary actions will apply for violations. 2 CFR 200.318(c)(1-2).

## **II. D. Pre-Proposal Meeting and Site Visit / Timeline**

A meeting with interested FSMCs to clarify the specifications, to answer any questions, and for a walkthrough of the facilities with school officials will be held at:

1. Location:

Date:

Time:

Pre-proposal meeting will occur during normal operating hours in order to provide Vendors optimal information needed to make a competitive proposal.

2. Attendance is

**Note:** If attendance is mandatory, SFA may not waive requirement for any FSMC. In the event that an unanticipated school closure due to circumstances beyond an SFA's control such as Acts of God, Presidential or Governor Declaration of Emergency, etc. makes in person meetings unadvisable, virtual meetings in a platform decided by the SFA will be allowed. As with in person meetings, attendance at virtual meetings will be required.

3. Pre-proposal meeting will be documented with a sign-in sheet. Questions from the floor at the Pre-Proposal meeting and site visit will be answered in writing as a numbered addendum(s) of this RFP and must be returned as part of the RFP/Contract.

4. Vendor presentations be scheduled at this time.

## II. E. Proposal Submission and Award

1. SFA must use this prototype Request for Proposal and Contract. SFAs not complying with required procurement procedures will not be approved for reimbursement of meals for USDA Child Nutrition Programs. The SFA must submit this RFP to at least three of the FSMCs listed in RFP Appendix 4. However, BNHS strongly recommends submitting the RFP to all FSMCs listed plus any other companies the SFA may be aware of to ensure the most competitive procurement process. Once submitted, all proposals become property of the SFA and will not be returned to the FSMC.

2. One hard copy and one digital copy\* on a physical of the Competitive Sealed Proposals must to be submitted to:

Name of SFA/Contact:

Mailing Address:

Physical Address:

City:

State/Zip:

Email Address:

\*Digital copy must be submitted on a tangible medium such as a flash drive. Links to electronically stored proposals do not meet the digital copy requirement.

3. Proposal deadline is:

Time: CST Proposals will not be accepted after this time.

Date:

Location:

Sealed Proposal submitted marked "Food Service Management Proposal, # ."

4. To be considered, each FSMC must submit a complete response to this solicitation **using the RFP and Exhibit forms provided**. It is expected that the FSMC respond to the State of Iowa RFP document and exhibits in its entirety. FSMC logo, photos, and embellishments will not be permitted on the RFP document and exhibits. Any FSMC value-added and promotional materials will be submitted as a separate document. FSMC who fail to follow this requirement will be considered non-responsive.

a. No other documents submitted with the RFP and Exhibits will affect the Contract provisions, and **there may be no modifications to the RFP language without BNHS written approval**.

b. In the event that FSMC modifies, revises, or changes the RFP prototype in any manner, SFA must reject the offer as non-responsive.

c. Section P offers SFA the opportunity to include any additional/needed services.

5. Award will be made only to a qualified and responsible FSMC whose proposal is responsive to this solicitation.

a. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform the services required.

b. FSMC shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees.

- c. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
  - d. The qualification data shall be submitted by each FSMC along with the sealed proposal, and shall include the following:
    - i. Annual reports or financial statements for the past three (3) years, certified by a licensed public accountant, must be included in the pre-qualification data.
    - ii. Information that FSMC is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
    - iii. Information that FSMC is presently operating a comparable, successful school lunch and breakfast program in a public school setting, if applicable.
6. FSMCs or their authorized representatives must 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 who cannot secure relief on plea of error.
7. The SFA is not liable for any cost incurred by the FSMC in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is reviewed and accepted by BNHS and signed by the SFA.**
8. If additional information is requested, please contact \_\_\_\_\_ in writing at \_\_\_\_\_. Any additional information provided to one FSMC will be available to all.
- a. Routine procedural questions will be answered as promptly as practicable; examples of routine procedural questions could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors.
  - b. A written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged and included with the submitted proposal.
  - c. Before submitting a proposal, it shall be the responsibility of each offeror to contact the SFA to determine whether additional addenda were issued.
9. To ensure maximum open and free competition offeror's proposal must not be overly responsive. If offeror's proposal is deemed to be overly responsive, the proposal may not be considered for evaluation for the Awarded Contract. When responding to this RFP, offeror must confine its proposal to the requirements of this RFP.
- a. Examples of overly responsive Proposals include:
    - i. Respondent offers a guarantee which was not requested in the original RFP,
    - ii. Respondent offers incentives over and beyond those required by the RFP document (such as scholarships of "free" equipment) to entice an SFA to select its proposal for the Awarded Contract, or
    - iii. Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such items were not required in the RFP document, then the offer would be considered overly responsive.
10. Award Criteria: *(see Evaluation Rubric in RFP Appendix 3)*



- a. All proposals are to be safeguarded by the SFA. Each SFA committee member will score the proposals ***independently*** before the committee identifies the most advantageous response.
  - b. Proposals will be evaluated by the SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable).
  - c. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs.
  - d. If a committee member is an agent for, employee of or in any manner associated with a FSMC, that FSMC may not participate in the RFP and subsequent contract.
  - e. Each area of the award criteria must be addressed in detail in the Proposal.
  - f. The FSMCs will be notified ***after*** all responses have been scored as to the status of their proposals.
  - g. Any request for information from any of the proposals must be evaluated by the SFA for compliance with Freedom of Information requirements. However, no information is released until after the award is made.
11. Weight Evaluation Criteria: The BNHS provided “Evaluation Rubric” located in Appendix 3 must be used to evaluate the proposals submitted by FSMCs in order to establish a quantitative cut-off score based on the selection criteria in the table. The SFA may make changes to the Evaluation Rubric and may also add additional evaluative documents. **The completed Evaluation Rubric and any supporting documentation must be submitted to the BNHS before the award is considered final.** The RFP must establish a level playing field for all companies that submit proposals. All possible sources of revenue for the contract period must be included, including extensions of the contract. The RFP is the defining document for the contract that will be prepared once an awardee is identified.
- a. SFA must determine *in advance of issuing the RFP* what percentage (total of 100 points which equals 100%) each category in the Evaluation Rubric will be given when comparing proposals. (See example in RFP Appendix 3)
  - b. SFA may amend, delete, or add additional categories subject to BNHS written pre-approval.
  - c. SFA may not include as a category: prior experience with the SFA as it would violate USDA’s free and open competition regulation for procurement.
  - d. The criteria for cost (fixed price amount) must be worth more points than any other single criteria on the Evaluation Rubric.
  - e. Other forms, such as rubrics, may be used in addition to the Evaluation Rubric. They must be pre-approved by BNHS and included in the RFP solicitation.
  - f. A quantitative cut-off score must be set by the SFA and included on the Evaluation Rubric. FSMC proposals that score under the cut-off score will not be considered for a contract and must be notified in writing.

## **II. F. Late Proposals**

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

## **II. G. Altering, Amending or Withdrawing Proposal**

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

**II. H. Protest Procedures**

The SFA is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The SFA must have a written policy or procedure for resolving protests which will be attached as part of Exhibit G-SFA Policies Impacting the Food Service Program.

**II. I. Calculation of Time**

Periods of time, stated as a number of days, shall be calendar days.

**II. J. Firm Offer**

1. By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals arrives, FSMC understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.
2. Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. \_\_\_\_\_ **(FSMC must initial and date to show agreement)**

**II. K. Final Contract**

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

### III. STANDARD TERMS AND CONDITIONS

#### III. A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" is defined as \_\_\_\_\_ (a specific period of time, e.g., each month)
2. "Allowable Cost" is defined as costs that are allowable under 2 CFR 200, Subpart E, "Cost Principles."
3. "Applicable Credit" as defined in 2 CFR Part 200.406.
4. "Charge" is defined as any charge for an Allowable Cost that is:
  - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget;
  - b. Not provided for in the General and Administrative Expense Fee; and
  - c. Established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit D", and fully incorporated herein by reference.
5. "Contract" is defined as this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal and any additional documentation required by the SFA for categories added/amended to the weighted evaluation criteria.
6. "BNHS" means the Bureau of Nutrition & Health Services of the Iowa Department of Education.
7. "Direct Cost" is defined as any Allowable Cost that is:
  - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
  - b. Reasonable, necessary, and allocable in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. "Effective Date" means **July 1, 2025**. All Iowa FSMC contracts begin July 1.
9. "Fixed Fee" is defined as an agreed upon amount that is fixed at the inception of the Contract.
10. "Fixed-Price" is defined as an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed-Price Contract, the FSMC is the purchasing agent. The SFA is charged one Fixed-Price. Included in the Fixed-Price are:
  - a. Menu development specific to the operation
  - b. Food Expense
  - c. Nutrition Education Materials and program expense
  - d. Design services specific to the operation
  - e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings and school food advisory committee meetings
  - f. All accounting
  - g. All payroll cost and documentation
  - h. Administrative dietetic, nutritional, sanitation and personnel advice

- i. All costs incurred in hiring and relocation, if necessary, the FSMC management team
  - j. All training cost for FSMC employees
  - k. All travel costs for training for the FSMC employees
  - l. All miscellaneous costs to operate the program (e.g. consumable marketing materials, posters, menu templates, proprietary printed materials)
11. "FSMC's Proposal" is defined as Food Service Management Company's response to the RFP and Contract.
  12. "Meal Equivalent" (ME) is a standard unit of measurement derived from converting non-program (e.g., a la carte, catering, adult meals) sales. The ME is used to determine payment to the FSMC for non-program food such as adult meals, milk sales, a la carte, catering, etc. The non-program sales are converted into Meal Equivalents using the meal equivalency formula indicated in Financial Terms, III.J.5. The equivalency rate may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). This rate will be submitted to the SFA by BNHS annually and the provided rate must be used.
  13. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
  14. "Program(s)" or "Child Nutrition Program (CNPs)" is defined as the USDA Child Nutrition Programs in which SFA participates.
  15. "Program Funds" is defined as all funds that are required to be deposited into the Non-profit School Food Service Account.
  16. "Proposal" means Food Service Management Company's response to the RFP and Contract.
  17. "RFP" is defined as the SFA's Request for Proposal and Contract, and all of its attachments.
  18. "Services" is defined as the services and responsibilities of FSMC as described in this Contract, including any additional services described in the RFP.
  19. "SFA" or "School Food Authority" as defined in 7 CFR 210.2.
  20. "SFA's Food Service Budget" is defined as the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit D" and fully incorporated herein.
  21. "SFA's Food Service Facilities" is defined as areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as described herein.
  22. "SFA's Food Service Program" is defined as the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: *National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Care Snack Program (ACSP), Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), Fresh Fruit and Vegetable Program (FFVP), and a la carte food service.*
  23. "SFA's Food Service Location(s)" is defined as the schools or other locations where Program meals are served to SFA's schoolchildren.
  24. "Summer Food Service Program (SFSP)" is defined as either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
  25. "USDA" is defined as United States Department of Agriculture, Food and Nutrition Service.

26. "USDA Foods" is defined as foods obtained by USDA and provided to eligible SFAs participating in the National School Lunch Programs. Food can be fresh, direct delivery or processed.

### III. B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year **commencing July 1, 2025, and terminating June 30, 2026**, and may be renewed for up to four additional terms of one year each upon mutual agreement between SFA and FSMC. 7 CFR 210.16(d)
2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the BNHS. 7 CFR 210.16(a)(2)
3. FSMC shall have the exclusive right to operate the programs specified by SFA in Exhibit A: Site Information, which is attached to this Contract and fully incorporated herein.
4. The FSMC shall:
  - a. Be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
  - b. Implement an accurate point of service count using the counting system provided by SFA in its application to participate in the Child Nutrition Programs and approved by BNHS for the programs listed in Exhibit A: Site Information, herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8.
  - c. Operate SFA's Food Service Program and shall include performance by FSMC of all the Services, described in this Contract, for the benefit of SFA's students, faculty and staff.
  - d. Maintain all records necessary, in accordance with applicable regulations, for SFA, BNHS and USDA to complete required monitoring activities and must make said records available to SFA, BNHS, and USDA upon request for the purpose of auditing, examination and review. 7 CFR 210.16(c)(1)
  - e. Cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
  - f. Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of BNHS and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 2 CFR 200.318-200.326; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); Section 19 of the NSLP Act (FFVP); and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "RFP Appendix 2" and fully incorporated herein by reference.
  - g. Comply with all SFA building rules and regulations.
  - h. Provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA as follows:
    - i. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
    - ii. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries.

5. SFA shall be responsible for:
  - a. Signature authority for the application/contract, free and reduced-price policy statement, and Programs indicated in Exhibit A: Site Information, herein, and the monthly claim for reimbursement. 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5)
  - b. Development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification.
  - c. Implementation of eligibility for free or reduced-price policy for meals and free milk, as applicable, in accordance with 7 CFR 245.
  - d. Conducting any hearings related to determinations
  - e. Verification of applications for Free and Reduced-Price Meals as required by USDA regulations
  - f. Establishment and maintenance of the free and reduced-price meals' eligibility roster. 7 CFR 210.7(c), 7 CFR 210.9(b) (18) and 7 CFR 245.6(e)
  - g. Ensure the FSMC conducts the SFA's Child Nutrition Programs' operations in accordance with regulations.
  - h. Supervision of the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of BNHS, the State of Iowa, and USDA regarding the Child Nutrition Programs.
  - i. Establishing all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
  - j. Control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
  - k. Ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
  - l. Monitoring the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. 7 CFR 210.16(a)(3)
  - m. Conducting an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year if there is more than one SFA Food Service Location.
  - n. The counting and claiming system. 7 CFR 210.9(b)(9)
6. SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost contract*, and that this contract does not allow income and expenses to accrue to the FSMC. 7 CFR 210.16(c)
7. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
8. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet USDA 2010 HHFKA Smart Snacks requirements.

9. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract, including the addition of a program such as breakfast (SBP) or summer food (SFSP), *may* be considered a material change. The SFA must evaluate the total cost and scope of the change to the existing contract and determine if a material change would occur. The SA must be notified of the determination, provided documentation, and give final approval before the change may be implemented. If the change to the contract is considered a material change, the contract must be rebid.
10. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
11. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. 2 CFR 200.318(c)(1) To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.
12. Summer Food Service Program: In the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO), the parties agree to operate the Program according to federal, state, and local regulations.
13. Fresh Fruit and Vegetable Program (FFVP): In the event that FSMC provides management services for the FFVP at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the Fresh Fruit and Vegetable Program: A Handbook for Schools 2010. SFA and FSMC further agree that not more than 10% of the total grant funds awarded to the elementary school and/or schools for operation of the FFVP may be used for administrative expenses.

### **III. C. Food Service**

1. FSMC shall:
  - a. Serve meals on such days and at such times as requested by the SFA.
  - b. Offer free, reduced price, and full price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated herein.
  - c. In order for the FMSC to offer a la carte food service, FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
  - d. Promote maximum participation in all Child Nutrition Programs.
  - e. Provide specified types of service in the schools/sites listed in Exhibit A.
  - f. Sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
  - g. Support the SFA's compliance with the 2010 Healthy Hunger Free Kids Act Reauthorization (HHFKA) including, but not limited to:
    - i. Provide meals that meet the meal pattern(s) as required by the HHFKA and implementation schedule, including but not limited to requirements for components, whole grains, calories, sodium, trans-fats, saturated fats, and milk fat and variety. 7 CFR 210.10, 220.8, 250.61-62, 226.20
    - ii. Plan menus and serve meals that meet the required USDA certification for the SFA to receive the additional performance-based reimbursement currently set at 9-cents per reimbursable lunch.

- iii. Ensure that potable water is available at no cost or restriction to all students during lunch and breakfast service.
    - iv. The FSMC may not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. 7 CFR 210.21(e)
  - h. Maintain records to ensure that non-program food revenue is reported in a way that the SFA can identify compliance.
- 2. SFA shall retain control of the quality, extent, and general nature of the food service. 7 CRF 210.16(a)(4)
- 3. Special Dietary Needs
  - a. Modifications *Within* the Meal Pattern-The SFA and FSMC will make substitutions that do not vary from the meal pattern for
    - i. Students with a medical concern, disability, food allergy, or food intolerance
    - ii. The SFA may require a medical statement for modifications within the meal pattern
      - a) Even if a medical statement is required by the SFA, the FSMC should accommodate the substitution(s) as soon as they are made aware of the request
  - b. Modifications *Outside* the Meal Pattern-The SFA and FSMC will make substitutions in food components that vary from the meal pattern for
    - i. Students with a disability that is documented on the Diet Modification Request Form and signed by a State licensed healthcare professional who is capable of prescribing medication
    - ii. Students with an IEP or 504 Plan that includes specific dietary information similar to that in the Diet Modification Request Form
  - c. Modifications for Personal, Cultural, or Ethical Reasons
    - i. Modification for other than medical reasons may be made at the discretion of the SFA as long as the modification is *within* the meal pattern
      - a) SFAs are encouraged to accommodate when possible
  - d. Fluid milk substitutes for students with disabilities, medical reasons, and personal reasons:
    - i. FSMC shall make substitutions for fluid milk for disabled and non-disabled students who cannot consume fluid milk due to medical or special dietary needs.
      - (a) If the milk substitute *does not meet nutrients* as required by federal and state regulations then a Diet Modification Request Form signed by a State licensed healthcare professional who is capable of prescribing medicine must be on file.
      - (b) When the milk substitute *does meet nutrients* as required by federal and state regulations, then the SFA may require a Diet Modification Request Form for milk substitutions that meet nutrients as required by federal and state regulations
        - 1. Even if a Diet Modification Request Form is required by the SFA, the FSMC should accommodate the substitution as soon as they are made aware of the request
    - ii. The SFA provide a creditable substitution for fluid milk to students for non-medical reasons, such as personal choice, upon written request from a parent or guardian.
    - iii. Creditable fluid milk substitutes must provide nutrients as required by federal and state regulations. 7 CFR 210.10(d)(3) and 7 CFR 220.8(d)



- iv. There will be no additional charge to the student for such substitutions.

### III. D. Use of Advisory Group/Menus

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. The advisory board will meet at least twice a year. 7 CFR 210.16(a)(8)
2. SFAs with no capability to prepare a cycle menu may (for more information refer to Exhibit B), with BNHS approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Source of cycle menu must be noted on the RFP cycle menu. 7 CFR 210.16(b)(1).

FSMC will submit 21-day cycle menu

OR

SFA will submit 21-day cycle menu as indicated in Exhibit B

3. Changes to the cycle menu must be approved by the SFA. 7 CFR 210.16(b)(1) Such changes should include foods of cost and quality equivalent to the first 21 days of meal service.
4. FSMC:
  - a. Shall serve meals that follow the 21-day menu cycle that meet Child Nutrition Program requirements and food specifications contained in Exhibits B, attached to this Contract.
  - b. Follows approved 21-day menu cycle and Meal Specifications for the NSLP, SBP, After School Care Snack Program, Fresh Fruit and Vegetable Program, the SFSP, CACFP, and a la carte.
  - c. May not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Care Snack Program, SFSP, FFVP, CACFP, or a la carte items without written approval of SFA.
  - d. Shall justify all requests for any changes or variances for substitutions to SFA menu of lower quality food items.
  - e. Maintains documentation for substitutions and justification of lower quality food items for the records retention period applicable to food production records and documentation is available to SFA, BNHS and USDA for review upon request.
  - f. Complies with SFA's local wellness policy.
  - g. Complies with all state and local laws that affect school meal preparation and/or service.
  - h. Meal Specifications provided shall include:
    - i. Standardized Recipes for each menu item that includes total yield, portion size, ingredients and all USDA required nutrient information.
    - ii. Copies of these recipes kept on file at SFA.
    - iii. Identity of all branded items that may be used in the meal; and
    - iv. Grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item as applicable.

### III. E. Purchases

1. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.

2. If the FSMC is procuring goods or services which are being charged to the SFA under the awarded contract (e.g., equipment), the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and the FSMC may not serve as the vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.
3. The FSMC must follow written procurement procedures established by the SFA when making purchases on behalf of the SFA. These written procedures must be compliant with federal, state and local government procurement rules and regulations. Written procurement procedures shall be kept on file at the SFA. These written procurement procedures must be made available during the SFA's administrative and/or procurement review along with all procurement documents.
4. When making purchases on behalf of the SFA the FSMC may substitute its own procurement procedures. In this event, the FSMC must provide a copy of its procurement procedures to the SFA for approval by the SFA and procurement record requirements. FSMC procurement procedures when used must be compliant with SFA's procurement procedures as well as be compliant with federal, state and local government procurement rules and regulations.
5. The FSMC shall account for all USDA Foods separately from purchased foods.
6. All purchased food must meet the minimum food specifications for the applicable meal pattern and must comply with applicable [NSLP Nutrition Standards](#).
7. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or BNHS review.
8. SFA and FSMC acknowledge that, to extent required by 7CFR 210.21(d)/FNS Policy Memo SP 38-2017, SFA must, when possible, purchase only food products that are produced and processed in the United States. This is also known as the "Buy American" provision.
  - a. In order to comply with the Buy American provision, the SFA requires the vendor to:
    - i. Provide documentation to verify the percentage of U.S. content in any processed end product
    - ii. To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
    - iii. Require a certification of domestic origin for agricultural products which do not have country of origin labels.
  - b. There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not "practicable" These exceptions are:
    - i. The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
    - ii. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
  - c. In order to comply with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:
    - i. Identify an alternative substitute(s) that is domestic and meet the required specification including: Price of the domestic food alternative substitute(s); and availability of the domestic alternative substitute(s) in relation to the quantity ordered.

- ii. Reason for exception: limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic food product that meet the required specification of the domestic product.
- 9. The SFA encourages the FSMC to explore the Iowa Farm to School Program, F2S, and to make an effort to purchase fresh, locally grown food as allowed including the use of Geographic Preference in SP 22-2024, CACFP 08-2024, SFSP 13-2024. The FSMC is encouraged to offer nutrition-based educational opportunities. The FSMC may include information about how the company will approach this program in Exhibit I, Part 3, B.

**III. F. USDA Foods** 7CFR 250.50 Subpart D, 7CFR 250.51-250.53, plus parts 210, 220, 225 or 226

- 1. SFA shall:
  - a. Retain title to all USDA Foods.
  - b. Ensure that FSMC has credited the SFA for the value of all USDA Foods received for use in SFA's meal service in the school year. 7 CFR 250.51(a)
  - c. Maintain responsibility for oversight of procuring processing agreements, private storage facilities, or any aspect of financial management relating to USDA Foods.
  - d. Assure that the maximum amount of USDA Foods allotted by the State Agency are received and utilized by FSMC.
  - e. Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA. 7 CFR 250.50(d)
- 2. FSMC:
  - a. Will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR 250.50(d) as applicable.
  - b. Shall accept and use all donated beef and pork products, and all processed end products, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated beef, pork, and processed end products to SFA. 7 CFR 250.51(d)
  - c. Agrees to accept and use all other USDA Foods in SFA's food service.
  - d. Agrees to pay delivery fees.
  - e. May substitute commercially purchased foods of the same generic identity, of U.S. origin, of equal or better quality than USDA Foods, in contract. 7 CFR 250.51(d)
  - f. May enter into processing contracts utilizing USDA Foods on behalf of SFA. 7 CFR 250.50(d)
    - i. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will comply with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
    - i. FSMC shall credit SFA for the value of USDA Foods contained in the end products as specified on the Processors' applicable Summary End Product Data Schedule (SEPDS).
    - ii. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. 7 CFR 250.51(a-b)
  - g. Shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

- h. Shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. 7 CFR 250.51(a)
  - i. Shall use a minimum of 95% of SFA's USDA Planned Assistance Level (PAL)
  - j. Will comply with 7CFR 250.52 concerning storage and inventory management of USDA Foods:
    - i. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.
    - ii. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
  - k. Shall allow SFA and/or any state or federal representative/auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including review of records, to ensure compliance with requirements for management and use of USDA Foods. 7 CFR 250.53(a)(10)
  - l. Shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b).
3. Shall account for the value of USDA Foods (7CFR 250.51) in a fixed-meal rate contract by:
    - a. FSMC subtracts the market value of all USDA donated USDA Foods received for use in SFA's food service from SFA's monthly bill/invoice.
    - b. The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA.
  4. The Fixed-Price rate proposed in the RFP must be calculated as if no donated USDA Foods were available.
  5. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 7 CFR 250.53(a)(12)
  6. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value based on the value in USDA's WBSCM (Web Based Supply Chain Management or current system) at the time the USDA Foods are received by SFA. 7 CFR 250.51(a)

**III. G. Employees**

1. FSMC shall provide and pay a staff of qualified employees assigned to duty on SFA's premises for efficient operation of the Programs as indicated in Exhibit F.
2. SFA will designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC as indicated in Exhibit F.

Check one	Employee Retained by:
<input type="checkbox"/>	SFA (school will keep and pay current employees)
<input type="checkbox"/>	FSMC (the FSMC will keep and pay current employees)
<input type="checkbox"/>	Both SFA and FSMC (a combination of the above)

3. Any food service position not identified in Exhibit F shall be an employee of SFA. With the exception of the SFA Program Director, such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
4. The FSMC will propose a fixed price per meal taking into account only those employees who will be re-employed as FSMC employees upon signing the contract. For employees who will remain on the school district payroll at the time the FSMC contract starts, when any such employee(s) resign or retire; the responsibility of hiring will transition to the FSMC. The FSMC will bill the wages and benefits of this employee(s) separately on the monthly invoice to the school district. Wage and fringe benefits documentation which may include Paid Time Off (PTO) and other such as bonuses must be provided to the school district to validate the amount in the monthly bill.
5. If the Food Service Director is an employee of the FSMC, then the SFA must also designate an employee of the SFA as Program Director. The SFA Program Director is responsible for maintaining oversight and responsibility for planning, administering, implementing, monitoring, and evaluating school meal programs. Both the FSMC director and the SFA Program Director must meet hiring standards and training standards as indicated at <https://www.fns.usda.gov/cn/professional-standards>. The 12-hours of annual required training, including 8 hours of food safety training, for Food Service Directors applies to both FSMC Food Service Director and SFA Program Director.
6. Both the SFA and the FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements a required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of the contract.
7. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs:
  - a. FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees.
  - b. Each position to be transitioned and date of transition shall be identified.
  - c. SFA shall not pay cost of transferring SFA employees to FSMC payroll.
8. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Exhibit F and fully incorporated herein:
  - a. Each SFA with whom the FSMC employee is to be shared and,
  - b. The percentage of time each employee will spend with each SFA.
9. FSMC shall:
  - a. Comply with all wage and hours of employment requirements of federal and state laws.
  - b. Be responsible for supervising and training personnel, including SFA-employed staff as required by Professional Standards regulations at [www.fns.usda.gov/school-meals/professional-standards](http://www.fns.usda.gov/school-meals/professional-standards). Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff.
  - c. Be responsible for the hiring and termination of non-management staff who are employees of FSMC. Hiring of the Food Service Director must conform to Professional Standards regulations as cited in (b) above.

- d. Provide Workers' Compensation coverage for its employees, as required by law.
  - e. Instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to the Selected FSMC.
  - f. Maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
  - g. Assign to duty on SFA's premises only employees acceptable to SFA.
  - h. Cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
  - i. Remove any employee who violates health requirements or conducts him/herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
  - j. Not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
10. Staffing patterns shall be mutually agreed upon and based on the FSMC's proposed staffing pattern. Deviations (more or less than staffing pattern) from the proposed staffing pattern will need to be offset by a reduction in affected Fixed Meal Price(s). Any requested changes, increase or decrease, to the staffing pattern will require SFA agreement and BNHS approval, if resulting in a proposed change to the Fixed Meal Price(s). Not all requests will be approved.
11. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
12. Include Clause Below:    Yes                       No

Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

**III. H. Use of Facilities, Inventory, Equipment, and Storage**

- 1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services.
- 2. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
- 3. Prior to the start of initial operations, the FSMC and the SFA will take a beginning inventory of all usable food and supplies on the premises. The FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the FSMC and SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the final FSMC's invoice prior to the termination of the contract and if lesser, the difference shall be subtracted from the FSMC's Cost of Business. It is understood that all usable food and supplies on the SFA's premises are the property of the SFA and not on loan from the FSMC.

4. The FMSC shall never remove any usable food or supplies from the SFA premises, regardless of ownership, without authorization from the SFA. Any missing usable food and supplies will be deducted from the FSMC invoice. Any remaining balance will be billed to the FSMC.
  - a. Supplies include but are not limited to the following: manuals of any kind, menus, small wares, equipment, and office supplies of any kind, furniture, and records of any kind.
5. FSMC and SFA shall Inventory USDA Foods by a separate inventory. The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA. FSMC shall be compensated for any increases in such inventory not accounted for by USDA Foods inventory, increases for which FSMC had not previously provided SFA a credit.
  - a. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
    - i. use of food, USDA Foods and related supplies in SFA's Food Service Program for which SFA had not previously received a credit;
    - ii. normal wear and tear;
    - iii. theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
6. FSMC shall:
  - a. Maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level specified by SFA.
  - b. Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with BNHS.
  - c. Provide SFA with one set of keys for all food service areas secured with locks.
  - d. Not remove any SFA owned equipment from SFA's premises.
  - e. Comply with all SFA building rules and regulations.
  - f. Surrender to SFA all of SFA's equipment and furnishings in good repair and condition, reasonable wear and tear excepted upon termination of this Contract
  - g. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA.
    - i. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage.
    - ii. Such usage may not result in a cost to the Non-profit Food Service Account.
7. SFA shall:
  - a. Replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from careless use by the employees of FSMC.
  - b. Provide FSMC with local telephone service, internet service, water, gas and electric service for the food service program.
  - c. Furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
  - d. Be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of FSMC.

- e. Not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- f. Shall retain title to all SFA food and supplies in SFA during the course of this Contract.

### **III. I. Health Certifications/Food Safety/Sanitation**

1. FSMC shall
  - a. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of 7 CFR 210.13(b), 7 CFR 210.9(b)(14)
  - b. Maintain all State of Iowa and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. 7 CFR 210.16(c)(2)
  - c. Obtain and post all licenses and permits as required by federal, state, and/or local law.
  - d. Comply with all State of Iowa and local sanitation requirements applicable to the preparation of food. 7 CFR 210.16(a)(7)
  - e. Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
  - f. Allow at least two food safety inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 7 CFR 210.13(b).
2. SFA shall
  - a. Comply with food safety inspection requirements as prescribed by USDA for its facilities.
  - b. Maintain applicable health certification.
  - c. Ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at an SFA facility. 7 CFR 210.16(a)(7)
  - d. Provide sanitary toilet and hand washing facilities for the employees of FSMC as required by state and local sanitation requirements.
3. SFA and FSMC will follow the responsibility for tasks as designated in Exhibit E Division of Program Expenses and Division of Responsibilities.

### **IV. J. Financial Terms**

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis.
2. Any profit or guarantee shall remain in the SFA's Non-profit School Food Service Account.
3. All Financial Terms, as found in 7 CFR 210.14 are in effect, including net cash resources, financial assurances, use of donated foods, pricing paid lunches, revenues from non-program foods, and using revenues received by the nonprofit food service are only for the operation or improvement of such food service. The \_\_\_\_\_ as necessary will complete the paid lunch equity tool and document non-program foods revenues and expenditures.
4. All facilities, equipment and services to be provided by SFA shall be provided at SFA's expense.



5. Meal Equivalency Rate equals the sum of total federal reimbursement received for a free NSLP (lunch) meal at the previous year’s rate. The equivalency rate may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). This rate will be submitted to the SFA by BNHS annually and the provided rate must be used.

**Meal Equivalency Rate (AS PROVIDED BY BNHS)**

<b>Lunch Meal Equivalency Rate:</b>	
FY2024-25 Federal Free Rate of Reimbursement:	\$4.43
FY2024-25 9-Cent Additional Reimbursement:	\$0.09
FY2024-25 Value of USDA Entitlement USDA Foods:	\$0.450
<b>Total Meal Equivalent Rate:</b>	<b>\$4.97</b>

6. Payment Terms/Method: Fixed-Price contract

Fixed Price per Meal Rate Proposal—the FSMC must propose and will be paid at a fixed rate per meal/Meal Equivalent. The proposed amount should be based on the assumption that no donated USDA Foods will be available for use and should also include all expected rebates, discounts and other applicable credits. The method by which FSMC will use and account for USDA Foods shall be in accordance with section F of the Standard Terms and Conditions herein above. FSMC should complete the table below based on the SFA 5-year participation plan on page C.

<b>TO BE COMPLETED BY FSMC:</b>	
<b>Meal Type</b>	<b>Fee Per Meal</b>
<b>NSLP Fixed Price Per Meal Fee</b>	<b>Breakfast: \$</b>
	<b>Lunch: \$</b>
	<b>Afterschool Snack: \$</b>
<b>SFSP Fixed Price Per Meal Fee</b>	<b>Breakfast: \$</b>
	<b>Lunch: \$</b>
	<b>Snack: \$</b>
	<b>Supper: \$</b>
<b>CACFP Fixed Price Per Meal Fee</b>	<b>Breakfast: \$</b>
	<b>Lunch: \$</b>
	<b>Snack: \$</b>
	<b>Supper: \$</b>
<b>Preschool CACFP Meal Pattern</b>	<b>Breakfast: \$</b>
	<b>Lunch: \$</b>
	<b>AM/PM Snack: \$ (non-reimbursable)</b>
<b>Special Milk Program</b>	<b>Price per Carton: \$</b>

- a. The fixed price per meal may be increased or decreased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). The CPI rate will be submitted to the SFA by BNHS annually and the provided rate must be used.

- b. Such increase or decrease shall be effective annually on the anniversary date of this Contract and will be allowed only if approved by the SFA and FSMC via signed Addendum.
  - c. No other cost increases will be allowed.
  - d. Any meal not covered by the prices indicated in the chart above will be determined using the following formula as defined by the Institute for Child Nutrition, (ICN):
    - i. Adult lunches are counted as one lunch per adult served.
    - ii. Full second student lunches can be counted as a la carte income or as an adult lunch served.
    - iii. Lunches eaten by school food service employees at no charge for the meal are considered in-kind and should not be counted as a meal equivalent.
    - iv. All other food sales (including adult breakfast), a la carte income, catered income and vending income will be divided by the Meal Equivalency Rate, III.J.(5) to get a meal equivalent total. Total meal equivalents are multiplied by the fixed price lunch rate.
  - e. No payment will be made to FSMC for meals that (7 CFR 210.10, 210.16, and 220.8):
    - i. are spoiled or unwholesome at the time of delivery;
    - ii. do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or
    - iii. Do not otherwise meet the requirements of this Contract.
7. Payment Terms/Method: FSMC shall invoice SFA within \_\_\_\_\_ days after the end of each Accounting Period for the total amount of SFA’s financial obligation for that Accounting Period.
8. No interest or finance charges that may accrue under this Contract may be paid from SFA’s Nonprofit School Food Service Account.
9. FSMC must:
- a. Be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees.
  - b. Indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.
10. The SFA may include the guarantee amount in negotiations with FSMCs that meet or exceed the cut-off score.
11. The SFA may select ‘no guarantee’ below. If not selected, then the FSMC must indicate no loss or a minimum return.

Check one	Guarantee Proposal	Amount
<input type="checkbox"/>	The SFA does not want a Guarantee Proposal	
<input type="checkbox"/>	Guarantee Minimum Return (FSMC enter amount)	\$
<input type="checkbox"/>	Guarantee No Loss	

- a. Guaranteed Minimum Return will not be factored into cost evaluation of the contract.
- b. Any Guaranteed Return proposed by the FSMC must be fully described in the methodology including the formula for determining the value. If the contract contains such guarantees, the

contract should also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. "Returns" cannot be contingent upon multi-year contract duration.

- c. If a Guarantee is proposed, the following language should be included: "The FSMC bears responsibility for failure to meet these goals. Guarantee of the Contract is based upon the following goals/assumptions in addition to the SFA goals/assumptions in the RFP; the financial terms of the Contract shall be adjusted to compensate for such change by mutual agreement of the parties. These assumptions apply only to the guarantee and in no way reflect a change to any other RFP language."
  - d. Each language item added that relates to the Guarantee should begin with "The amount of the guarantee may be affected if ..."
  - e. In the event that FSMC pays a guarantee, FSMC may not recover the guarantee from SFA in subsequent Contract years.
12. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by BNHS.

### **III. K. Records and Documentation**

1. FSMC shall:
  - a. Maintain records (supported by invoices, receipts, or other evidence) the SFA will need to meet monthly reporting responsibilities, support the SFA Claims for Reimbursement, and,
    - i. Shall submit monthly operating statements in a format approved by the SFA no later than the \_\_\_\_\_ day of the month determined by SFA & FSMC following the month in which services were rendered.
    - ii. Submit participation records, including claim information by eligibility category, no later than the \_\_\_\_\_ day of the month determined by the SFA & FSMC following the month in which services were rendered. SFA will complete edit checks on the submitted participation records prior to preparation and submission of the claim for reimbursement.
  - b. Maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement.
  - c. Keep records in an orderly fashion according to expense categories.
  - d. Provide SFA with a year-end statement.
  - e. Provide all documents necessary for the independent auditor to conduct SFA's single audit.
  - f. Make its documentation and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain.
  - g. Make the documentation and records available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors.
  - h. Retain records beyond the three-year period if audit findings regarding FSMC's records have not been resolved within the three-year record retention period, for as long as required for the resolution of the issues raised by the audit. 7 CFR 210.9(b)(17), 7 CFR 200.317-200.326, Appendix II of Part 200 Subpart F
  - i. Authorized representatives of SFA, BNHS, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

2. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

### **III. L. Term and Termination**

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
  - a. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
  - b. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
  - c. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. Either party may terminate this Contract for cause or convenience by providing sixty (60) days prior written notice to the other party. 7 CFR 210.16(d)
4. If the FSMC does not intend to sign a contract extension the SFA must be notified no later than January 15 of the current school year.
5. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
6. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC. 7 CFR 210.16(b)(2)
7. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
8. SFA is the responsible authority without recourse to USDA or BNHS for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

### **III. M. Insurance**

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Iowa. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. The information below must be completed by SFA:
  - a. Comprehensive General Liability—includes coverage for:
    - i. Premises—Operations
    - ii. Products—Completed Operations

- iii. Contractual Insurance
  - iv. Broad Form Property Damage
  - v. Independent Contractors
  - vi. Personal Injury: \$ \_\_\_\_\_ Combined Single Limit
- b. Automobile Liability coverage with a \$ \_\_\_\_\_ Combined Single Limit.
  - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ \_\_\_\_\_.
  - d. Excess Umbrella Liability with a combined single limit of \$ \_\_\_\_\_.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
  4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
  5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

### **III. N. Trade Secrets and Proprietary Information**

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets").
  - a. SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract.
  - b. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC.
  - c. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract.
  - d. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods.
  - e. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA.
  - f. Furthermore, SFA's access or use of such software shall not create any right, title interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract.
  - g. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
  - h. All of SFA's obligations under this section are subject to SFA's obligations under Iowa Statute and any other law that may require SFA to use, reproduce or disclose FSMC confidential information.
  - i. This provision shall survive termination of this Contract.
2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which BNHS and USDA shall have unrestricted rights.

3. During the term of this Contract, FSMC may have access to SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law 42 U.S.C. 1758(b)(6)
  - a. FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
  - b. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC’s obligations under this Contract.
  - c. FSMC will use reasonable cybersecurity and other measures to protect SFA’s Confidential Information, including protected personally identifiable information (PPI), from unauthorized access, use or disclosure and ensure that SFA’s Confidential Information is not disclosed or distributed in violation of the terms of this Contract. FSMC is responsible for all costs related to the breach and Federal and State notification laws and will reimburse SFA for any costs incurred by it in complying with the Federal and State laws. FSMC agrees to report any such event within five (5) business days of becoming aware of the event.
  - d. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA’s Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA’s Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

**III. O. Other Programs:** Amendments for SFSP, CACFP, ASP and FFVP to be completed as applicable.

**Summer Food Service Program**

- SFA does or plans to participate in the SFSP
- SFA does not participate in the SFSP

Sponsors may not contract out the following management responsibilities of the Program 7 CFR 225.15(a)(3). The SFA is responsible for full compliance with rules and regulations relating to implementation of the SFSP. 7 CFR 225.15

1. The following administrative responsibilities must remain with an employee of the SFA, as the SFSP Sponsor, and may not be delegated to a FSMC employee. The SFA is responsible to:
  - a. Meal orders
    - i. Inform the FSMC of the approved food service sites and the approved level at each site for which the FSMC will provide meals.
    - ii. Plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service.
  - b. Records and Claims
    - i. Maintain accurate records justifying all meals claimed and documenting that all Program funds were spent only on allowable Child Nutrition Program costs. 7 CFR 225.15(c)
    - ii. Submit claims for reimbursement in accordance with 7 CFR 225.15.
      1. Compiling daily site counts at the school and SFA level, and maintaining records.
      2. Certifying and submitting the claim for reimbursement.
  - c. Training and monitoring
    - i. Hold Program training sessions for its administrative and site personnel
    - ii. Not allow a site to operate until personnel attend at least one of the trainings.

- iii. Visit and review food service operations at each SFSP site as required by 7 CFR 225.15(d)(2), 7 CFR 225.15(d)(3) and 7 CFR 225.15(d)(4).
    - iv. Maintain a reasonable level of site monitoring.
    - v. Document required SFSP site visits and reviews of all sites.
  - d. Determination / Processing of Free and Reduced Price applications
    - i. Coordination of printing of materials.
    - ii. Approving Official, Hearing Official, or contact person for questions.
    - iii. Development of materials for distribution from prototypes provided by BNHS, including Letter to Parents, Application, Public Release, etc.
    - iv. Distribution of materials to parents/guardians.
    - v. Collection of submitted applications.
    - vi. Processing of applications, including approval/denial and follow-up to obtain complete information.
    - vii. Inputting data into computer if applications approved manually.
    - viii. Inputting data into computer if computer system automatically determines eligibility.
    - ix. Final approval and signature of approving official.
    - x. Notification of approval and status to parent/guardian.
  - e. Notification to the Community
    - i. Must annually announce in the media serving the area from which it draws its attendance the availability of free meals.
    - ii. Sponsors of camps, closed enrolled sites and conditional non-congregate sites must notify participants of the availability of free meals and if a free meal application is needed.
  - f. Completion of Summer Food Service Program Sponsor and Site Application
- 2. FSMC may complete the following duties in the SFSP for the SFA
  - a. Meal preparation. Preparation of meals meeting Federal nutrition guidelines.
  - b. Meal delivery. 7 CFR 225.16(c)(6)
    - i. Meal deliveries must arrive before the approved meal service time.
    - ii. Meals must be delivered within one hour of the start of the meal service if the site does not have adequate storage to hold hot or cold meals at the temperatures required by State or local health regulations.
  - c. Meal service. Meals served within the approved meal service time.
  - d. Procurement of food, supplies, goods, and other services in compliance with procurement standards prescribed in USDA Uniform Federal Assistance Regulations, 7 CFR 200.317-200.326 for public sponsors, and 7 CFR 225.17 regulations.
- 3. The FSMC or SFA may ensure that in storing, preparing, and serving food, proper sanitation and health standards are met. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.

4. SFA shall be responsible for determining eligibility of all SFSP sites
5. Bonding requirements
  - a. Bid guarantee (when the SFSP portion of the proposal exceeds \$250,000):
    - i. FSMC shall submit with his or her proposal a bid bond or guarantee in the amount of \$ \_\_\_\_\_ not less than 5 percent or more than 10 percent of the value of the contract for which the bid is made.
    - ii. Shall be from a surety company listed in the current Department of the Treasury Circular 570.
    - iii. Bid guarantees other than bid bonds will be returned:
      1. to unsuccessful FSMCs as soon as practicable after the opening of proposals and,
      2. to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the RFP.
  - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$250,000):
    - i. FSMC must obtain a performance bond in the amount of \$ \_\_\_\_\_ (not less than 10 percent nor more than 25 percent of the value of the Contract)
    - ii. Shall be from a surety company listed in the current Department of the Treasury Circular 570.
    - iii. Any FSMC which enters into more than one contract with any one SFA shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000.
    - iv. Must furnish a copy of the performance bond written within ten days of the awarding of the contract. 7 CFR 225.15(m)(6)
    - v. Bid guarantees other than bid bonds will be returned to unsuccessful FSMCs as soon as practicable after the opening of proposals. Performance bonds for the successful FSMC shall be held for the duration of the Contract.
6. FSMC must comply with the 21-day menu cycle approved by SFA for the SFSP
  - a. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
  - b. Documentation of SFA approval must be kept of any changes to menus by the FSMC.
  - c. Portion sizes shall be documented on menus if production records are not maintained by the site.
7. SFA will make final determination of the opening and closing dates of all SFSP sites
8. FSMC may use USDA Foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR 225.9(b), 7 CFR 200.317-326
9. The FSMC entering into a contract with the SFA under SFSP shall not subcontract for the total meal, with or without milk, or for assembly of the meal. 7 CFR 225.6(l)(2)(ii) and 226.21(e)

**Fresh Fruit and Vegetable Program:**

- SFA does or plans to participate in the FFVP
- SFA does not participate in the FFVP

1. The SFA and FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for



Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM).

- a. Operational cost are the primary cost of running the FFVP to include:
    - i. Buying fruits and vegetables, including the cost of bulk and/or pre-cut produce and delivery charges;
    - ii. Buying low-fat or non-fat dip for vegetables only;
    - iii. Buying non-food items or supplies that are used in serving and cleaning such as napkins, paper plates, serving bowls and trays, cleaning supplies and trash bags; and
    - iv. Salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.
  - b. Administrative costs are used principally to support planning and managing paperwork, obtaining the equipment needed and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables. Administrative costs cannot exceed ten (10%) percent of the SFA's FFVP awarded grant funds and include:
    - i. Purchasing or leasing equipment such as refrigerators, coolers, portable kiosks, carts, and portable food bars
    - ii. Salaries and fringe benefits for employees who compile and maintain claims for reimbursement and other financial reports, plan and write menus, order produce, track inventory and coordinate nutrition promotion activities
  - c. Operational and Administrative labor costs must be supported by time sheets or time studies.
2. The following responsibilities must remain with an employee of the SFA, and may not be delegated to a FSMC employee. The SFA is responsible to:
- a. Complete the annual FFVP organization and school site application.
  - b. Inform the FSMC of all FFVP policies and rules to guarantee the program is operated in compliance with FNS standards.
  - c. Regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and all provisions of the contract.
  - d. Requires FSMCs to submit a FFVP cycle menu.
  - e. Require all FSMCs to document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
  - f. Submit FFVP claims for reimbursement.
3. FSMC may complete the following duties in the FFVP for the SFA:
- a. FFVP snack preparation.
  - b. FFVP snack delivery.
  - c. Procurement of food, supplies and goods in compliance with procurement standards prescribed in USDA Uniform Federal Assistance Regulations.
  - d. Submit to the SFA a monthly invoice for the actual allowable costs associated with operating the FFVP, including supporting documentation.
  - e. Maintain accurate records of FFVP expenses included on monthly invoice and documenting that all Program funds were spent only on allowable FFVP costs. This may include invoice copies, timesheets and time studies.

### III. P. Optional Services to Be Included

The scope of this Contract may include additional services as noted before the RFP is issued. Note: if SFA is seeking improvements to its food service equipment, SFA must state amount.

SFA and FSMC will not be able to incorporate into their agreement by any method, including an additional exhibit or guarantee terms that FSMC will provide items without SFA explicitly stating such options in the RFP prior to issuance. **Including additional items or terms in the response that are not requested in the RFP, such as offering new equipment, may lead to the response being rejected as overly responsive.**

### III. Q. Certifications

1. FSMC shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein:
  - a. Debarment Certification
  - b. Anti-collusion Affidavit
  - c. Certification Regarding Lobbying
  - d. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable

### III. R. Miscellaneous

1. Emergency Notifications:
  - a. SFA shall notify FSMC personnel of any interruption in utility service of which it has knowledge.
  - b. SFA shall notify FSMC personnel of any delay in the school day start or the closing of school(s) due to snow or other emergency situations.
2. Governing Law: This Contract is governed by and shall be construed in accordance with Iowa law.
3. Headings: All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
4. Incorporation/Amendments:
  - a. This Contract, which includes the attached Amendments A and B (if applicable), Exhibits A–N, Price Proposal/Evaluation Rubric and RFP Appendixes 1-4, any attachments indicated in the Exhibits, Program Regulations, and SFA’s RFP/Contract (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.
  - b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:
    - i. SFA’s RFP solicitation
    - ii. FSMC proposal documents; and
    - iii. SFA/FSMC final RFP/contract

- c. The SFA alone must be responsible, in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k)
  - d. No modification or amendment to this Contract shall become valid unless made in writing, signed by the parties, and approved by BNHS.
5. Indemnity:
  - a. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents.
  - b. This clause shall survive termination of this Contract.
6. The SFA and the FSMC shall work together to ensure a financially sound operation.
7. Nondiscrimination: In the operation of Child Nutrition Programs, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR 15(a)); and FNS Instruction 113-1.
  - a. The USDA and Iowa nondiscrimination statements must be printed on all material describing child nutrition programs such as handbooks, letters and pamphlets, and on websites. The most current nondiscrimination statements can be obtained from BNHS.
8. Notices:
  - a. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by email or facsimile transmission (followed by the original) to the address (or to the facsimile or email address or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):
    - To SFA:
    - To FSMC:
    - Copy to: Bureau of Nutrition & Health Services
  - b. If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.
9. Severability: If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
10. Silence, absence or omission: Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

11. Subcontract/Assignment: No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
12. Waiver: The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
13. BNHS Review: This Contract is not effective until it is approved, in writing, by BNHS.

#### IV. AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

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

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

#### SCHOOL FOOD AUTHORITY:

Name of SFA \_\_\_\_\_

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

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

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

#### FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC \_\_\_\_\_

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

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

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

## Exhibits

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## Exhibit A - SFA Profile

SFA Name:  
 Agreement #:  
 Address:  
 Phone:  
 Fax:  
 SFA Contact Name:  
 SFA Contact Email:

School Year Start Date:

School Year End Date:

School Type	# of Schools	Grade Range	Enrollment
Elementary(s)			
Middle/Jr. High(s)			
Senior High(s)			
Alternative School(s)			
Pre-K School(s)			
Other			
Total			

Employee Type	Total Number	Full-time	Part-time
Instructional			
Food Service			
Other			
Total			

Kitchen Type	# of Schools
Self-contained: Meals prepared for only that site	
Base/Central: Meals prepared and transported to serving sites	
Finishing Kitchen: Part of the food is prepared on-site	
Satellite: No food is prepared on-site	
Other (Describe)	

Food Delivery System: If applicable, describe how food is transported to serving sites from a base/central kitchen to Finishing and/or Satellite sites. Include the number of delivery routes, time schedule for each route, and the number of miles traveled round-trip on each route

**SFA - Attach a detailed reimbursement report for each building for all reimbursable programs for the past three school years labeled Exhibit A1.**

**SFA - Attach detailed report from point of sale system that gives a total for a la carte sales for the past three school years labeled Exhibit A2.**

(This exhibit to be completed by the SFA)

## Exhibit B – Menus

As indicated in III. D. (2.), either the SFA or the FSMC will provide 21-day cycle menus for meals for all applicable programs as the basis for the FSMC’s proposed cost estimates. Provided menus must include portion sizes for each age group or grade group served. List all menu choices for reimbursable meals including alternate menu choices.

FSMC will submit 21-day cycle menu as indicated below

OR

SFA will submit 21-day cycle menu as indicated below

If the SFA is requesting menus from the FSMC, the SFA must complete the chart below. SFA should indicate the number of item choices they want for each category.

### Lunch

Grades	Entrée	Fruit	Veg.	Milk	Fruit/Veg. Bar
	<i>ex. one cold and one hot entrée</i>	2	2	3	Yes/No
Pre-K					
K to 5					
6 to 8					
9 to 12					

### Breakfast

Grades	Entrée	Fruit	Milk	Other
	<i>ex. one cold and one hot entree</i>	2	3	
Pre-K				
K to 5				
6 to 8				
9 to 12				

**FSMC must attach a 21-day cycle menu labeled Exhibit B for each of the child nutrition programs the SFA participates in as indicated in the chart on Page iii of the RFP.**

Food items offered a la carte must meet HHFKA Smart Snack standards for all competitive foods sold in schools.

The FSMC must adhere to the 21-day cycle menu submitted with the RFP for the first 21 days of meal service. Changes thereafter may be made with written approval from the SFA.

(This exhibit to be completed by the SFA)



## Exhibit C – Pricing

Price schedules for the current school year:

Lunch	Price
Elementary Paid	
Elementary Reduced	\$0.40
Middle/Jr. High Paid	
Middle/Jr. High Reduced	\$0.40
Senior High Paid	
Senior High Reduced	\$0.40
Adult/Guest	
Other	
Breakfast	Price
Elementary Paid	
Elementary Reduced	\$0.30
Middle/Jr. High Paid	
Middle/Jr. High Reduced	\$0.30
Senior High Paid	
Senior High Reduced	\$0.30
Adult/Guest	
Other	
Other (SMP, ASC, etc.)	Price
Elementary Paid	
Elementary Reduced	
Middle/Jr. High Paid	
Middle/Jr. High Reduced	
Senior High Paid	
Senior High Reduced	
Adult/Guest	
Other	
A la Carte	Price
Main Dish	
Side Dish	
Milk	
Other Beverages	
Snack Item	
Other	
Other	
Other	
Other	

(This exhibit to be completed by the SFA)

## **Exhibit D – Revenue and Expenses**

Attach a report labeled Exhibit D that shows revenue and expenses for the previous 3 school years. Report should include expenses for food, labor, supplies. Report should include revenue including state and federal reimbursement, income from paid and reduce price lunches, and non-program foods (adult meals, catering, a la carte, etc.).

(This exhibit to be completed by the SFA)

**Exhibit E – Division of Costs/Responsibilities for Food Service Operations**

<b>Costs</b>	<b>FSMC</b>	<b>SFA</b>
<b>Food Costs</b>		
Food, Condiments, Beverages		
USDA Foods Distribution Delivery Fees		
<b>Labor Costs</b>	<b>FSMC</b>	<b>SFA</b>
Hourly Wages:		
Bookkeeper/Secretarial		
Food Service Workers		
Cashiers		
Driver		
Other		
Hourly Benefits and Taxes:		
FICA		
Retirement for Contractor's employees		
Unemployment Insurance for Contractor's employees		
Worker's Compensation for Contractor's employees		
Health Insurance for Contractor's employees		
Life Insurance & Disability for Contractor's employees		
Holidays for Contractor's employees		
Management Salaries		
Management Benefits & Taxes		
<b>Other Purchased Services</b>	<b>FSMC</b>	<b>SFA</b>
Telephone (local & long distance)		
Utilities (heat, power, water)		
Extermination		
Laundry		
Other		
<b>Supplies</b>	<b>FSMC</b>	<b>SFA</b>
Disposable Servicewear		
Cleaning Supplies		
Paper Supplies		
Uniforms		
Menu Paper		
Menu Printing		
Promotional Materials		
Meal Tickets		
Office Supplies		
<b>Equipment and Repair</b>	<b>FSMC</b>	<b>SFA</b>
Replacement of Capital/Major Equipment		X
Replacement of Expendable/Minor Equipment		X
Repair of Equipment (normal wear and tear)		X
Repair of Equipment Resulting from Negligence of the Contractor's Employees	X	
Repair of Equipment Resulting from Negligence of SFA's Employees		X
<b>Capital Improvement</b>	<b>FSMC</b>	<b>SFA</b>

Building Structural Changes		X
Painting		X
<b>Other</b>	<b>FSMC</b>	<b>SFA</b>
Vehicle		
Lease and Purchase		
Maintenance		
Major Repairs		
Fuel & Oil		
Taxes		
Insurance		
Licenses		
Registration		
Depreciation		X
Audit Fees		
Licenses/Permits		
Promotions		
Mileage		
Employee Physicals		
Sales Tax		
Performance Bond (if applicable)	X	
Liability Insurance	X	
FSMC Training Workshops	X	
Travel Expenses for FSMC Training Workshops	X	
Custodians		
School Secretaries		
Trash Pickup		
Cleaning & Sanitation		
Building Maintenance		
Sell & Distribute Meal Tickets		
Nutrition Education		
Pick-up and bank deposit of daily cash		
Other		
Other		
Other		
Other		

(This exhibit to be completed by the SFA)





## **Exhibit G – SFA Policies Impacting the Food Service Program**

Attach policies labeled Exhibit G or provide an electronic link to and identify all board policy numbers that may impact the food service operations of the SFA. Examples include the following: SFA's Annual Calendar, Policy for Extreme Weather Days, Local Wellness Policy, Smart Snacks/Healthy Hunger Free Kids Act Requirements, Emergency Procedures, Procurement Plan, Bid/Proposal Protest Procedure, Code of Ethics, Collective Bargaining Agreements, Employee Policies & Procedures, Negative Balance Policy, etc.

Link(s):

(This exhibit to be completed by the SFA)

## Exhibit H – FSMC Profile

### General Information:

Company Name:  
Address of Company Headquarters:  
Number of Offices:  
Location of Offices:  
Person responding to RFP:  
Title:  
Mailing Address:  
Phone:  
Fax:

### School Food Service Experience:

A. Attach a client list, using the format below, that includes each school district or other similar organization that the company has served during the past 5 years. Label as Exhibit H, Part 3, A

District Name  
Status: Active or Discontinued/Terminated (if terminated explain why)  
Contact Information for District Administrator including:  
Name  
Title  
Phone

B. Attach a narrative summary documenting the company's experience during the past 3 years of successfully operating a complex food service program requiring nutritious meals that comply with applicable regulations. Label as Exhibit H, Part 3, B

C. Attach a reference list providing the name, title, organization, address, and phone number of 3 current food service clients who can be contacted as references. Label as Exhibit H, Part 3, C.

### Personnel Management and Team:

A. Enter on this form or attach a list including the names of all team members and their proposed roles in the SFA's food service program. Label attachment as Exhibit H, Part 4, A.

B. Attach a resume for each team member listed in Part 3, A. showing his or her relevant experience and qualifications. Label attachment as Exhibit H, Part 4, B.

C. Briefly describe the company's organization, and how its resources will be used for the benefit of the SFA's food service program. Enter on this form or attach and label as Exhibit H, Part 4, C.

Information entered on this Exhibit is considered proprietary information of the FSMC.

(This exhibit to be completed by the FSMC)



## Exhibit I – Nondelegable Responsibilities

### School Food Authority Responsibilities School Food Authority Acknowledgement

The School Food Authority shall be legally responsible for the conduct of the food service program, and shall supervise and monitor the food service operations in such manner as will ensure compliance with the rules and regulations of the Iowa Department of Education/Bureau Nutrition and Health Services (DE/BNHS) and the United States Department of Agriculture (USDA) regarding the school food service program.

- The School Food Authority shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. 7 CFR 210.16(a)(2)(3).
- The School Food Authority contracting with a food service management company shall establish an advisory board composed of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8).
- The School Food Authority shall maintain applicable health certification and be assured that all state and local regulations are being met by a food service management company preparing or serving meals at the School Food Authority facility. 7 CFR 210.16(a)(7).
- The School Food Authority shall establish all program and nonprogram meal and a la carte prices. 7 CFR 210.16(a)(4).
- The School Food Authority shall develop and include in the request for proposal a 21-day cycle menu or request the menu be provided by the FSMC. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority. 7 CFR 210.16(b)(1).
- The School Food Authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the School Food Authority's free and reduced price policy statement; 7 CFR 210.9 (a)(b), 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHS approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7 CFR 210.8(a)  
At a minimum, the School Food Authority shall:
  - review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches;
  - develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems.
  - conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the School Food Authority.
- The School Food Authority shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to the food service management company. 7 CFR 210.16(a)(5).
- The School Food Authority shall be responsible for all contractual agreements entered into in connection with the school nutrition program (i.e., vending meals to other school food authorities). 7 CFR 210.21, 7 CFR 210.19(a)(1).

- The School Food Authority shall retain control of the school food service account and overall financial responsibility for the food service program. 7 CFR 210.19(a)(2)
- The School Food Authority shall be responsible for ensuring resolution of program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2).
- The School Food Authority shall develop, distribute and collect the parent letter and application for free and reduced price meals and free milk. This responsibility shall not be delegated to the food service contractor to any degree. 7 CFR 245.6
- The School Food Authority shall be responsible for verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to the food service management company. 7 CFR 245.
- The School Food Authority shall assure that the maximum amount of USDA donated foods are received and utilized by the food service management company. 7 CFR 210.9(b)(15)
- The School Food Authority shall establish commodity processing contracts. The responsibility cannot be delegated to the food service management company. 7 CFR 250.15(a).
- In order to offer a la carte food service, the School Food Authority must also offer to all eligible children free, reduced price and full price reimbursable meals. 7 CFR 210.16(a)
- The School Food Authority shall establish all prices, including price adjustments for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte service, adult meals). 7 CFR 210.16(a)(4)

I understand that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the School Food Authority.

\_\_\_\_\_  
Signature School District Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(This exhibit to be completed by the FSMC)

## **Exhibit J – Suspension and Debarment Certification**

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

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

#### **(Before completing certification, read instructions below.)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 # or Name:

Authorized Representative:

Title:

Signature:

Date:

#### **Instructions for Suspension and Debarment Certification:**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 whom 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 tiered 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 tiered 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.

(This exhibit to be completed by the FSMC)

## Exhibit K – Certificate of Independent Price Determination

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

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

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

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

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

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

Name of Food Service Management Company:

Signature of FSMC 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.

Name of School Food Authority:

Signature of Authorized Representative: \_\_\_\_\_

Title:

Date:

(This exhibit to be completed by the FSMC)

**Exhibit L – Certification Regarding Lobbying**  
**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding**  
**\$100,000 in Federal Funds**

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

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

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.

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

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.

\_\_\_\_\_  
Name of Organization Submitting Bid

\_\_\_\_\_  
Address of Organization Submitting Bid

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Name of Submitting Official

\_\_\_\_\_  
Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(This exhibit to be completed by the FSMC)



Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities (if applicable)  
Procurement

The filing of a form is required for each payment or agreement to make payments to any lobbying entity for influencing or attempting to influence an office 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.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the changed 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 reporting entity. Include Congressional District, if know. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub0awardee of the prime is the 1<sup>st</sup> tier, Sub-awards include but are not limited to subcontracts subgrants, and contract awards under the grants.
5. If the organization filing the report in item 4 checks "sub-awardee," 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 (item1). IF known, enter the full Catalog of Federal Domestic Assistance (SFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. IF this is a material change report, enter the cumulative amount of payment made or planned to be made.



12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered Include all preparatory and related activity, no just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), of Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL0A continuation sheet(s)is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

(This exhibit to be completed by the FSMC)

## Exhibit N – Allowable Expenses

Iowa Administrative Code for School Nutrition:

<https://www.legis.iowa.gov/docs/iac/rule/281.98.74.pdf>

Nutrition Programs and Indirect Costs Guidance from the Iowa Department of Education:

<https://educate.iowa.gov/pk-12/operation-support/business-finance/accounting-reporting/indirect-cost-rate>

Uniform Administrative Procedures Manual:

<https://educate.iowa.gov/pk-12/operation-support/business-finance/financial-management/administrative-procedures>

Equipment:

\*Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the SFA for financial statement purposes, or \$10,000.

\*School Food Authorities (SFAs) must receive written approval, in advance, from the Iowa Department of Education for any capital expenditures, including equipment, for the United States Department of Agriculture (USDA) Child Nutrition Program (CNP) in excess of \$10,000 or the SFAs capitalization level if it is less.

\*The requirement to use proper procurement methods for all purchases continues. Contact your consultant to obtain an Iowa Pre-Approved Equipment list. This list of equipment typically purchased has been approved by the Iowa Dept of Education, Bureau of Nutrition & Health Services for Iowa School Food Authorities and no request for purchase using Child Nutrition Funds needs to be submitted to the Bureau. Equipment not on the list requires submission of a request to the Bureau of Nutrition & Health Services at the Iowa Department of Education. Requests, when needed, should be sent to Patti.Harding@iowa.gov.

\*During an administrative review, the Bureau must ensure appropriate equipment purchases were made based on either the IDOE pre-approved equipment list or through the State agency prior approval process. If any equipment purchases are identified as unallowable, the Bureau may disallow these purchases.

## Assurance Statement

The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, 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 behalf of the State agency.

## Appendix

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## RFP Appendix 1 – Information Required on Invoice

All fixed meal price(s) invoiced to the SFA shall contain sufficient details to ensure contract fixed meal price(s) are being adhered to. This level of invoicing detail is important to support transparency in the payments to select FSMC by the SFA and requests made by internal SFA staff, state and federal auditors including possible open records requests. The selected FSMC cannot claim any reimbursement costs invoiced to SFA are proprietary.

SFA reserves the right to request additional details for any item on an invoice.

The information on an invoice shall provide enough detail to allow SFA to determine allowable costs, crediting the value of USDA Foods and return of all rebates, discounts and credits.

At minimum an invoice should include the following as applicable:

### Revenues

1. Reimbursable Breakfasts served
2. Reimbursable Lunches Served
3. Reimbursable ACSP Served
4. Adult meals served
5. A la carte sales
6. Catering sales
7. Vending sales
8. Other sales
9. Total Meal Equivalents served

### Expenditures

1. Purchased food—may choose to break down into Groceries, Dairy, Bread, Beverages, Frozen foods, Meats and other potential categories.
2. Food production supplies
3. General operating supplies
4. Labor - If both District and FSMC Labor is involved separate by District and FSMC
  - a. Salaries
  - b. Benefits
  - c. Payroll Taxes
  - d. Staff development
  - e. Conference Travel
5. Purchased services
6. Property Operations
7. Equipment
8. Miscellaneous

Value of Commodities Received

Profit or Loss for the program

## RFP Appendix 2 - SCHEDULE OF APPLICABLE LAWS

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Energy Policy and Conservation Act (42 U.S.C. 6201) The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

(K) It is FNS policy to award a fair share of contracts to small and minority business firms. State agencies must take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. It is FNS policy to award a fair share of contracts to small and minority business firms. State agencies must take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. 7 CFR 227.14(e)

### RFP APPENDIX 3 - EVALUATION RUBRIC: FIXED-PRICE CONTRACT

In order to establish a level playing field for all companies that submit proposals, the BNHS provided "Evaluation Rubric" must be used to evaluate the proposals submitted by FSMCs

- 1) Lead person or designee completes the Responsible/Responsive Checklist. Reject any proposals with a 'no' on any checklist item.
- 2) Lead person or designee calculates the points for Cost as indicated in this example: Calculate the percentage difference between fees.

FSMC #1 response \$3.29 fee per lunch; FSMC #2 response \$2.50; and FSMC #3 response \$2.80.

FSMC #2 is the lowest price response and would get all 30 points.

FSMC #1 is 24% more so they would get 22.8 points. (Calculation: 2.500 divided by 3.290 = .76 x 100 = 76%. 100% – 76% = 24%. 30 points minus 24% = 22.8)

FSMC #3 is 14% more, so they would get 26.7 points. (Calculation: 2.500 divided by 2.80 = .89 x 100 = 89%. 100 – 89% = 11%. 30 points minus 11% = 26.7)

All members of the Evaluation Team use the same calculation for costs.

- 3) Each Evaluation Team member independently scores the remaining criteria in the Evaluation Rubric.
- 4) The lead person or designee collates the responses by averaging the points of each team member. All individual Evaluation Rubrics as well as the collated data are submitted to the State Agency for review.

**Anything that will be used to evaluate proposals must be included on the Evaluation Rubric**

#### EVALUATION RUBRIC COLLATED RESULTS EXAMPLE

Criteria	FSMC 1	FSMC 2	FSMC 3	%/pts
Cost Proposal (proposed price)	22.8	30	26.7	30
Menu / Product Identification / Nutrition Analysis Menus	25	23	24	25
Marketing / Training / Operations Marketing	10	10	9	10
Accounting and Reporting Systems	5	4	4	5
Company Experience	10	9	10	10
Company Financials	5	7	10	10
Other Considerations	5	7	5	10
<b>Total</b>	<b>82.8</b>	<b>90</b>	<b>88.7</b>	<b>100</b>
<b><i>The cut-off score for proposals is 85. Responders of proposals evaluated below this score will not enter into negotiations</i></b>				

FSMC #1 would be notified that they were below the cut-off score and *will not* enter into negotiations. FSMC #s 2 and 3 would be notified that they were at or above the cut-off score and *may* enter into negotiations with both or SFA can choose to award contract to highest score.



# Food Service Management Company (RFP) Evaluation Rubric

## Cut-off Score:

Note: Only scores or methods identified in the RFP document will be used to evaluate responses and award.

Company Name:

NSLP Lunch Price:

Evaluator Name:

	Criteria	Points
<b>A</b>	<b>Section 1 – Cost Proposal</b>	
	The offeror shall provide pricing on the proposal form which is included in this solicitation.	
<b>B</b>	<b>Section 2 - Menu / Product Identification / Nutrition Analysis Menus</b>	
	Provide detailed product identifications for all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract for the proposed twenty-one (21) day menu.	
<b>C.</b>	<b>Section 3 Marketing / Training / Operations Marketing</b>	
	<b>1. Marketing:</b> Provide a marketing plan to include the following:	
	a) Promotion of the school breakfast and lunch program and nutrition education.	
	b) Promotions for school lunch week;	
	c) Increasing breakfast participation in all schools; and	
	d) Increasing lunch participation in high schools.	
	e) Describe your plan to increase overall student participation in the meal service program including projected increases.	
	f) Describe your plan regarding involvement of students, parents and staff in the food service program at the local school level.	
	g) Describe any service programs you can offer that will complement and enhance the food service program.	
	<b>2. Training:</b> Provide a detailed staff training plan to be used throughout the contract period including the following:	
	a) Subject areas to be covered including food safety, meal preparation, menu planning, menu forecasting, nutrition education, ethics and customer service;	
	b) Training materials to be used; and	
	c) Frequency of training.	
	<b>3. Operations:</b> Provide an operations plan including the following:	
	a) Does the FSMC have a detailed, customized transition plan covering the startup activities	
	b) Processes to be performed daily	
	c) Quality control and customer satisfaction measures	
	d) Provide a staffing plan by school with positions and hours to be worked.	
	e) Describe your employment process including recruiting, screening, training and how you will address employee absences, turnover and other staffing issues.	
	f) List all subsidiaries or related companies that you will do business with and provide details on type of goods and/or services they will provide.	
	g) Provide your procurement policies and procedures for food, supplies and services.	

	h) Provide a list with details of any special contracts, agreements, relationships or arrangements between your company and vendors from whom the company will procure goods and/or services for the SFA.	
	<b>4. Procurement:</b>	
	a) FSMC has a plan to track and monitor the Buy American provision	
	b) FSMC is able to show compliance with all federal procurement regulation	
	c) FSMC has a plan to utilize USDA foods	
<b>D.</b>	<b>Section 4 Accounting and Reporting Systems:</b> Provide a sample invoice and any reports used:	
	1. Reports are easy to evaluate	
	2. Invoice contains all required information as indicated in Appendix 1	
	3. Offer follows GAP	
<b>E.</b>	<b>Section 5 Company Experience</b>	
	1. Provide a list of all comparable accounts for which your company is currently under contract to provide FSMC services as indicated in Exhibit H.	
	2. Provide a list of K-12 school districts that have terminated or not renewed your food service management contract during the past five years. Include the name of the district, address, primary contact, telephone number and reason for termination or nonrenewal.	
	3. Description of the services provided including number of schools where meals and/or snacks were provided and the average number of breakfasts, lunches and after school snacks served to students daily.	
	4. Indicate if the meal participation has increased or decreased and the percentage of increase or decrease over a specified time period.	
	5. Describe the methodology you will utilize to implement and maintain a successful food service program that meets the needs of SFA	
	6. Describe how the company will monitor and report on progress of goals.	
<b>F.</b>	<b>Section 6 Company Financials</b>	
	1. Submit three (3) years audited financial statements or three (3) years tax returns.	
	2. Financial ratios to include the following: current ratio, cash ratio, debt ratio and debt-to- equity ratio.	
<b>G.</b>	<b>Section 7 Other Optional Considerations</b>	
	<b>Total</b>	<b>100</b>

#### **RFP Appendix 4 - FSMC CONTACT INFORMATION**

*\*Currently Serving Iowa Schools, listed alphabetically:*

**Aviand's (dba K12 by Elior)**, Address: 101 N. Tryon St., Suite 525, Charlotte, NC 28202. Jessica Heying, 320-250-5954, jessica.heyng@elior.net, Holly Sheets, holly.sheets@k12byelior.com

**Chartwells K-12 School Dining**, Compass Group North America, Address: 360 Spring St., St. Paul, MN, 55102. Tim Leary 612-202-6407 tim.leary@compass-usa.com

**Lunchtime Solutions, Inc.** Address: PO Box 2022, 391 West Steamboat Drive, N. Sioux City, SD 57049. Susan Gracey, 402-984-4546, s.gracey@lunchtimesolutions.com

**Opaa! Food Management, Inc.** Address: 16401 Swingley Ridge Rd., Suite 600, Chesterfield, MO 63017. Greg Frost, VP-Business Development, 636-812-0777 ext. 196, gfrost@opaafood.com, IA-rfp@opaafood.com

**Southwest Foodservice Excellence, LLC** Address: 9366 E. Raintree Drive, Scottsdale, AZ 85260. Anne Wasinger, 913-299-7004, anne.wasinger@sfellc.org ; Tiffany Bieret, 480-551-6550, tiffany.bieret@sfellc.org

**Taher, Inc.**, Address: 5570 Smetana Drive, Minnetonka, MN 55343, Mike Nuzzi, VP-Corporate Development, 952-303-9434, m.nuzzi@taher.com; Inda Streed, 952-345-2891, taher.secretary@taher.com

*\*Prospective Companies, listed alphabetically:*

**Aramark Educational Services, LLC** Address: 2400 Market Street, Philadelphia, PA 19103. 412-298-9779, Justin Crews, Crews-Justin1@aramark.com, growth@aramark.com

**Arbor Management, Inc.** Address: 917 W. Hawthorn Dr., Itasca, IL, 60143. Jeff Krause, VP Sales, 630-620-5005, jeff.krause@arbormgt.com

**SODEXO**, Address: 9801 Washingtonian Blvd, Gaithersburg, MD 20878; Jamie Knapp, 757-406-9778, jamie.knapp@sodexo.com

*\*This list represents companies that currently serve Iowa schools and companies that have contacted the State Agency interested in serving Iowa schools. The contact information is supplied for convenience to the SFA and no endorsement is implied.*