Food Service Management Company (FSMC) Request for Proposal (RFP) and FIXED PRICE Contract

Bridge Elementary

SFA Name

BE2026

SFA Agreement Number

July 27, 2026– June 30, 2027

Agreement Page

The Utah State Board of Education (USBE) Child Nutrition Programs provides this contract as a service to sponsors, therefore USBE shall not be named as a party to this contract. The Local Education Agency and School Food Authority, hereafter referred to as the SFA, is the responsible authority, without recourse to USBE and the United States Department of Agriculture (USDA) regarding the settlement and satisfaction of all issues arising under this contract. This includes, but is not limited to, disputes, claims, protests of award or source evaluation.

The Food Service Management Company (FSMC) certifies they shall operate in accordance with all applicable State and Federal regulations.

The FSMC certifies all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This contract shall be in effect for one year starting July 27, 2026 through June 30, 2027 and may be renewed by mutual agreement, with USBE Child Nutrition Programs review and approval, for up to four additional one-year period(s).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representative on the date signed.

Bridge Elementary	
SFA	FSMC
SFA Authorized Representative's Digital Signature	FSMC Authorized Representative's Digital Signature
Janey Stoddard	
Printed Name and Title of SFA Authorized Representative	Printed Name and Title of FSMC Authorized Representative

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Bridge Elementary, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the SFA and the FSMC.

B. Procurement Method

1. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with Title 2 CFR §200.318-§200.327.
2. This contract will be a Fixed Price Contract to be bid in three parts with the total per meal cost reimbursement including:
   - Direct Cost of Operation
   - Administrative Fee
   - Management Fee
3. Although the maximum per meal cost reimbursement is the bid price, the per meal reimbursement to the FSMC is contingent upon the following:
   - Direct cost of operations as audited and approved.
   - Administrative fee (quoted per meal) - expenses included must be itemized.
   - Management fee - represents a profit to the FSMC.
4. For USDA Foods Processing 7 CFR 250.30, the SFA must determine the existence of the proper pass-through value of the donated commodities, e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the USBE, and on USDA commodity prices pertinent to the time period and must be in the per meal cost that is included in the bidder's proposal.

C. Submission and Award

a. Proposals are to be submitted to:

Name: Janey Stoddard

Street Address: 4824 Midland Dr

City, State, Zip Code: Roy, UT 84067

Late proposals will not be accepted. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

b. Additional Information, questions and clarifications for this RFP must be in writing. Send all questions via email to janey@bridgecharter.org. Answers will be posted on the Utah Public Procurement Place (U3P) portal after the questions cutoff date and time. Questions cutoff date and time is June 29, 2026 5:00 pm MDT.

c. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in the evaluation of bids or proposals in accordance with Title 2 CFR §200.319(c).

d. The SFA is prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

e. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.

f. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract. USBE will not review or approve any additional forms added to this contract. Any additional forms added to this contract will not be binding.

g. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.

h. The FSMC or authorized representative are expected to be fully informed of all conditions, requirements, and specifications before submitting bids; failure to do so will be at the FSMC's risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to USBE's final approval of the contract, as dated on page one and the signing of the contract by all parties. Paying the FSMC from Child Nutrition (CN) program funds (non-profit school food service account) is prohibited until the contract is signed by both parties and final approval is provided by USBE.

i. If additional information is required, please contact:

Name: Janey Stoddard

Phone: 801.499.5180

Email: janey@bridgecharter.org

D. Timeline to Publicly Post Solicitation:

Publicly Post Solicitation

- Scheduled Date: 6/22/2026
- Scheduled Time: 10:00am
- Postponed Date: __________
- Postponed Time[1]: __________

Last Date for Questions from FSMC

- Scheduled Date: 6/29/26
- Scheduled Time: 5:00 pm
- Postponed Date: __________

- Postponed Time[1]: ___________

SFA Provides Answers to FSMC Questions By

- Scheduled Date: 7/6/2026_
- Scheduled Time: 5:00 pm
- Postponed Date: ___________
- Postponed Time[1]: ___________

Bid Opening

- Scheduled Date: 7/22/26
- Scheduled Time: 5:00 pm
- Postponed Date: ___________
- Postponed Time[1]: ___________

[1] Postponed date is for any weather related or other postponements from the original scheduled date.

[2] Bid opening must be at least two weeks after the date the SFA provides answers to FSMC questions, whichever date is later.

E. Evaluation Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently.

Select which of the two scoring methods, One-Step or Two-Step, will be used.

- [x] One-Step
- [ ] Two-Step

One-Step Scoring Method:

The relative value assigned to each criterion must be specified and "Cost" must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other factors). The award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

Minimum Score Threshold: 75

Scoring is set as follows to evaluate responses. "Other Criteria" must be included and described below.

- Cost 30 points or more: 30
- Service Capability Plan- Points determined by SFA: 15
- SFA Years of Experience in Working with Child Nutrition Programs – Maximum of 10 points: 15
- Personnel Management / Staffing considerations – Points determined by SFA: 15

- Student and Staff Engagement – Points determined by SFA: 10
- Quality Assurance – Points determined by SFA: 15

Total Points Possible: 100 points

Criteria and Evaluation

- Cost - Cost formula: The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula for computing the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

- Service Capability Plan - Plans should propose a food service team, describe how the proposed food service team will work with the LEA, SFA Food Service Director, and demonstrate the FSMC's ability to provide services as stated in the RFP/Contract. Evaluation will center on the FSMC's ability to provide the services as stated in the RFP/Contract.

- Experience - Please provide a narrative describing your experience. The narrative must include, at a minimum: a) List of current and/or prior comparable projects. b) Narrative of work done on other public school contracts demonstrating expertise with providing similar services; and c) Resources that will be available for completion of the project.

- Personnel Management/Staffing considerations - Please provide a detailed description of your personnel management plan outlining how personnel will fulfill the requirements in the RFP. The plan should include the ability to provide an experienced on-site manager who will carry out the enforcement and dissemination of SFA policies and rules in coordination with the SFA Food Service Director.

- Student and Staff Engagement - Please provide a detailed description of your strategy/plan for involving the SFA Food Service Director, SFA staff, and students in the Programs to include the offeror's strategy for providing nutrition information to students.

- Quality Assurance - Please provide details of your quality management plan/system to ensure quality services and high-quality meal products.

-

Two-Step Scoring Method: Technical proposals are evaluated and ranked using the value assigned to each criterion before cost is considered. At the conclusion of the technical scoring the

SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

Minimum Score Threshold: 75

Scoring is set as follows to evaluate responses. "Other Criteria" must be included and described below.

- Service Capability Plan – Points Determined by SFA: ___________
- Years of Experience in Working with Child Nutrition Programs – Maximum of 10 Points: ___________
- Personnel Management / Staffing Considerations – Points Determined by SFA: ___________
- Student and Staff Engagement – Points Determined by SFA: ___________
- Quality Assurance – Points Determined by SFA: ___________

Total Points Possible: 100 points ___________

Criteria and Evaluation

- Service Capability Plan - Plans should propose a food service team, describe how the proposed food service team will work with the LEA, SFA Food Service Director, and demonstrate the FSMC's ability to provide services as stated in the RFP/Contract. Evaluation will center on the FSMC's ability to provide the services as stated in the RFP/Contract.

- Experience - Please provide a narrative describing your experience. The narrative must include, at a minimum: a) List of current and/or prior comparable projects; b) Narrative of work done on other public school contracts demonstrating expertise with providing similar services; and c) Resources that will be available for completion of the project.

- Personnel Management/Staffing Considerations - Please provide a detailed description of your personnel management plan outlining how personnel will fulfill the requirements in the RFP. The plan should include the ability to provide an experienced on-site manager who will carry out the enforcement and dissemination of SFA policies and rules in coordination with the SFA Food Service Director.

- Student and Staff Engagement - Please provide a detailed description of your strategy/plan for involving SFA staff and students in the Programs to include the offeror's strategy for providing nutrition information to students.

- Quality Assurance - Please provide details of your quality management plan/system to ensure quality services and high-quality meal products.

F. Bid Protests

Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. Pursuant to Title 2 CFR §200.318(k), SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must attach their bid protest procedures to this RFP. SFAs must, in all instances, disclose all information regarding a protest to USBE Child Nutrition Programs.

G. Bonding Requirement (Summer Foods Service Program only requirement)

Bid Guarantee: The FSMC must submit with its proposal a bid guarantee for at least five percent (5%) of the total bid price (Total FSMC Costs) in the form of a bid bond.

Performance Bond: The FSMC is required to provide a Performance Bond.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, and its attachments.

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about July 27, 2026, and ending June 30, 2027, with up to four one-year renewals with mutual agreement between the SFA and the FSMC.

This contract cannot be effective prior to the date of final approval by USBE, as dated on page one, and signed by both parties.

All amendments, including renewal documents, must be submitted to USBE Child Nutrition Programs for review and be approved before execution.

J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

K. Errors or Omissions

The proposing FSMC shall not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors occur in the RFP specification, the FSMC shall promptly notify the contact person listed. Inconsistencies in the RFP specifications are to be reported prior to proposals being submitted. The SFA must communicate all errors, omissions, or inconsistencies to all potential bidders.

L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from FSMCs nor potential FSMCs. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards (Utah Code 67-16-5).

N. Disqualified Bids

1. Non-Responsive Bids – Any FSMC that submits an incomplete proposal that fails to meet the specifications of this RFP will not be considered in the scoring process. The FSMC may be considered non-responsive, and the proposal may not be accepted. Any FSMC that submits a proposal for items or activities not requested by the SFA as specified in the RFP will not be considered in the scoring process. In such instances, the FSMC also may be considered non-responsive, and the proposal may not be accepted.
2. Late Bids – The SFA will not consider any bid received after the exact time specified for receipt.

O. Meal Equivalents

For making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.

The FSMC and SFA must determine a la carte meal equivalents by dividing the a la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per meal value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales for students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- Food: limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- Labor: limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.
- Miscellaneous Expenses: paper supplies, equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. All expenses must be allowable, and directly allocable to the food service operation.

Q. Additional Information

1. This proposal and contract are based on the SFA's 21-day menu. SFA must approve any changes to the cycle menu after the first 21 days of meals service. Such changes should include foods of cost and quality equivalent to the first 21 days of meal service. Please check the box below indicating whether additional proposals/worksheets will be considered. (Choose One)

   ☐ No

   ☑ Yes, the SFA will consider alternate menus when submitted with the proposal along with the Attachment FP3, Projected Operating Costs (POC), that demonstrate the cost associated with implementation of the alternate menu. The FSMC must also submit an Attachment FP3, POC, on the original menu.

2. Indicate the number of proposals to be submitted by the FSMC.

   Choose Option: 1____ Paper Copies

Choose Option: 1____ Electronic Copies

3. The SFA may add any additional items (this includes adding or removing sites during the term of the contract) that need to be covered in the RFP/original contract below.
4. The SFA may not add additional items except what is listed in Section Q.4 of the initial year to the renewal year contracts without rebidding unless the item constitutes an immaterial change from the original contract. USBE cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in Child Nutrition Programs (CNPs). The SFA should consult with legal counsel to make those determinations. However, USBE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. This means that additional items added to Section Q.4 (including new sites) must be quantified and cannot be open-ended. USBE must approve the addition of a new site and the FSMC would need to agree to the change.

   If the services of the FSMC are to begin after the start of the school year and the beginning contract term date is later than July 1 (i.e., January 1), enter the beginning contract term date under this section and include that date in the advertisement and solicitation. The ending contract term date will always be June 30.

   Do not repeat any items/specifications outlined under General Information (A-P) or the Standard Terms & Conditions (1-29).

   Enter Additional Information Here:

Standard Terms and Conditions

1. Scope and Purpose

A. The FSMC must operate in conformance with the SFA's Policy Statement/Agreement with USBE.

B. The SFA *currently operates or expects the FSMC to manage during this contract* the programs indicated below with a checkmark:

☑ National School Lunch Program (NSLP

☐ Extended School Year

☑ School Breakfast Program (SBP)

☑ Afterschool Snack Program (ASP)

☐ Summer Food Service Program (SFSP)

☑ Seamless Summer Option (SSO)

☑ Child and Adult Care Food Program (CACFP)

☐ At-Risk Supper

☐ Special Milk Program (SMP)

☐ Vending

☑ A la Carte

☑ Fresh Fruits and Vegetable Programs (FFVP)

☐ Special Provision Option (Provision 2 or CEP)

Proposals must be inclusive of all the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal Child Nutrition (CN) program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program and both parties must agree to the addition. The SFA also reserves the right to remove CN programs.

C. The FSMC must be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

D. The food service provided must be operated and maintained as a resource to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.

E. The FSMC must comply with the rules, regulations, policies, and instructions of USBE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.

F. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of the 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 FFVP Handbook for Schools (applies to School Food Authorities only), as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for the operation of the FFVP may be used for administrative expenses. FSMC shall submit a budget and implementation plan for FFVP based on the information contained in the 2004 Resource, *Fruits, and Vegetables Galore: Helping Kids Eat More,* (available from the FNS website, and as described in current guidance from USDA.)

G. All income accruing because of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., must be deposited in the SFA's non-profit school food service account. Any profit must remain in the SFA's non-profit school food service account. This is a non-profit program and, as such, the SFA's non-profit school food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under Title 7 CFR §210.9(b)(2).

H. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under Title 7 CFR §210.16(c).

I. The SFA shall be legally responsible for the conduct of the non-profit school food service program and must supervise the food service operations in such manner as will ensure compliance with the rules and regulations of USBE and the USDA regarding each of the CN programs covered by this contract. The SFA must not relinquish any prohibited responsibilities to the FSMC.

J. The SFA must retain control of the CN program's food service account and overall financial responsibility for the CN programs.

K. The SFA must establish 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.) These prices must not be established by the FSMC. However, the FSMC may provide recommendations.

L. The FSMC must provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies, and labor, and the FSMC's administrative expenses if applicable to providing such service. USDA commodities must not be used for these special functions unless the SFA's students will be primary beneficiaries.

M. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by Local Wellness Policies, Smart Snacks in Schools and state or federal program regulations or rules. Specially exempted fundraiser foods or beverages may only be sold at the frequency specified by USBE per Title 7 CFR §210.11(b)(4).

N. The FSMC must 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 as required by Title 7 CFR §210.10(d)(4).

O. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC must comply with the Local Wellness Policy including the nutrition guidelines as required.

P. The FSMC must make modifications and substitutions in school meals for students whose disabilities restrict their diet. Meal modifications and substitutions must be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the program meal pattern. There must be no additional charge to the student for such substitutions or modifications.

Q. The SFA is responsible for all contractual agreements the SFA enters in connection with the CN programs.

R. This contract shall be construed under the laws of the State of Utah. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Utah.

S. The FSMC must comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.

T. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and USBE.

U. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

V. This contract constitutes the entire contract between the SFA and the FSMC.

W. 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 the SFA are to be used.

X. Payments on any claim shall not preclude the 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.

Y. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

Z. This contract must be reviewed and approved by USBE prior to execution, as noted in the final approval on page 1.

2. Signature Authority

   A. The SFA must retain signature authority for the policy statement/agreement to participate in the CN programs, including but not limited to the School Nutrition Program permanent agreement, off-line forms, sponsor and site information sheets, other reports, and requests to USBE to amend the application.

   B. The SFA must enter data and retain signature authority on the monthly claim submissions in the state software system.

C. The SFA is responsible for reviewing the daily and monthly meal count documents and must conduct and retain proof of edit check(s) prior to the submission of the monthly claim for reimbursement in the state software system.

D. SFA staff assigned duties within the state software system will not share usernames or passwords.

E. The FSMC may be given limited access to USBE's Application and Reimbursement System(s). The SFA is responsible for ensuring employee access is necessary and the information entered in these systems is accurate and timely. Each authorized user must use their unique username and password to access the system(s). Violations may result in the termination of the contract.

1. Free and Reduced-Price Meals Policy

   A. The SFA must maintain responsibility for the implementation, ensure all program requirements are met and retain signature authority of free and reduced-price policy in accordance with 7 CFR 245. The FSMC must comply with the SFA's free and reduced-price meal policies.

   B. An employee of the food service management company may act as an agent for the LEA in various aspects of the application, certification, and verification processes.

   C. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. Confidentiality and disclosure requirements must be adhered to, any student/household data breaches must be reported to USBE CNP (Utah State Code 53E-9-101). This may not be delegated to the FSMC.

   D. The FSMC must implement an accurate point of service meal/milk count at approved sites using the meal counting system submitted by the SFA in their application to participate in the CN programs and approved by USBE, as required under Title 7 CFR §210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under Title 7 CFR §245.8 and prevent erroneous meal counts. The FSMC is responsible for ensuring students are not being claimed for meals when they were not in attendance at the time of the meal or did not receive a reimbursable meal. The SFA must have a system in place to monitor this.

   E. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household applications for free and reduced-price meals and/or free milk. This may not be delegated to the FSMC.

   F. The SFA shall be responsible for obtaining the Direct Certification List from USBE's Application and Claiming systems as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced-price meals and/or free milk from parent/guardian. The SFA will ensure direct certification data or file(s) is securely and confidentially stored so unauthorized persons cannot retrieve information by computer, remote terminal, or other means without authorization. SFA must limit access to direct certification data to authorized individuals only. This may not be delegated to the FSMC.

      a. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR §210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status. These activities may not be delegated to the FSMC.

G. The SFA shall be responsible for identifying a hearing official and conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and/or free milk and verification of applications. This may not be delegated to the FSMC. The hearing official is The School's Director.

H. The SFA shall be responsible for verifying household applications for free and reduced-price meals and follow-up activities as required by federal regulations. The SFA position responsible for completing the verification process (this may not be delegated to the FSMC) is Lead Secretary.

2. USDA Donated Foods

A. The SFA must retain title to all USDA donated foods.

B. Although the food service management company may procure processed end products on behalf of the recipient agency, it may not itself enter into the processing agreement with the processor [7 CFR 250.50(d)]. All refunds received from processors must be retained by the non-profit school food service account.

C. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.

D. The FSMC shall select, accept, and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's non-profit school food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

E. The FSMC will use all donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service (7 CFR 250.51(d).

F. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements of Title 7 CFR Part 250 subpart C, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

G. The FSMC must have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.

H. The FSMC must perform the following activities in accordance with Title 7 CFR §250.50(d): (Check ALL That Apply)

☑ Preparing and serving meals using donated foods.

☑ Ordering or selection of donated foods (in coordination with the SFA).

☑ Storage and inventory management of donated foods.

☑ Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA.

3. Crediting For and Use of Donated Foods

   A. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).

   B. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:

      1. Procure processed end products on behalf of the SFA, or

      2. Act as an intermediary in passing donated food value in processed end products on to the SFA.

   C. All crediting must be done on no less than a monthly basis with a final end of school year reconciliation. Crediting and reconciliation documentation must be reviewed as part of the SFA monitoring process and will be reviewed by USBE during the Procurement Review process.

   D. The FSMC must provide clear documentation of the crediting showing the value received from the USDA foods in accordance with Title 7 CFR §250.51(c).

4. Inventory, Storage and Record Retention of USDA Foods

   A. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products to the SFA.

   B. The FSMC will comply with the storage and inventory requirements for donated foods in accordance with Title 7 CFR 250.52.

   C. The SFA, the Comptroller General, USBE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods 7 CFR 250.54(c)(d).

   D. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with Title 7 CFR §250.54(b).

   E. The SFA must maintain the following records relating to the use of donated foods:

      1. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.

      2. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.

      3. The actual donated food values used in crediting.

   F. The FSMC must maintain the following records relating to the use of donated foods:

      1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.

2. The FSMC must provide documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in Title 7 CFR §250.51(a), the value of donated foods contained in processed end products.

3. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.

G. The SFA must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the non-profit school food service operation, as required in Title 7 CFR Parts 210, 220, 225, or 226, as applicable. The SFA position responsible for this monitoring process is The School's Director.

H. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's non-profit school food service in the school year.

5. Renewal Assumptions

A. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written if the material change is outlined in Section Q and approval is granted by USBE, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the CN programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

1. The SFA reserves the right to expand the federal CN programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement, it does not constitute a material change, and prior approval is obtained by USBE.

2. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

   The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

3. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.

4. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year, will continue to be available.

5. The government reimbursement rates in effect shall remain materially consistent throughout the year.
6. Meal components and quantities required by any of the programs selected in letter B, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
7. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
8. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
9. The projected number of full feeding days that shall remain materially consistent in renewal years are 180.
10. If participating in Seamless Summer Option (SSO), the projected number of full feeding days for SSO that shall remain materially consistent in renewal years are 45.
    If participating in Summer Food Service Program (SFSP) see Section 27.B.
11. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.

B. Contract Fixed Price Cost Increase: The FSMC may negotiate at the end of each one-year contract period for a fixed price cost increase. The fixed price cost adjustment cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U Midwest Region), for the preceding year. The addition of new line items to the budget is not allowable in renewal years. The CPI-U Midwest Region can be used as a gauge for proposed increases to operating costs. However, the SFA must be able to justify approval for operating costs exceeding the Consumer Price Index for All Urban Consumers (CPI-U Midwest Region).

C. All contract renewals must be for a period of one year beginning July 1 and ending June 30, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by USBE and signed by both parties. Failure to have renewal contracts fully executed prior to July 1, will lapse this contract and require the SFA to re-bid the contract.

D. Renewal year contracts are contingent upon fulfillment of all contract provisions. If USBE determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for noncompliance of program regulations, USBE may decline to approve a SFA renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and is in compliance with program regulations.

6. Health Certifications

A. The SFA must maintain all applicable health certifications on its facilities and must ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

B. The FSMC must maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and must maintain this health certification for the duration of the contract as required under Title 7 CFR §210.16(c).

C. The FSMC must adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Title 7 CFR §210.13(c).

D. The FSMC agrees to 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 Title 7 CFR §210.13(b).

E. The SFA must immediately correct any problems found because of a food safety inspection. The FSMC must support and cooperate with the necessary corrections.

7. Meals

A. The FSMC must serve meals on such days and at such times as requested by the SFA.

B. The SFA must retain control of the quality, extent, and general nature of the food service.

C. The FSMC must offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN programs.

D. For the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.

E. The FSMC must provide meals in the CN programs that meet the requirements as established in Title 7 CFR Part 210, Part, 215, Part 220, Part 225, and Part 226.

F. The FSMC must provide the specified types of service in the schools/sites listed in Section 1, letter B and Section Q.4.

G. The FSMC must promote maximum participation in the CN programs. The proposal must include plans for FSMC to increase participation, if applicable, and any cost that will be incurred because of the plan.

H. The FSMC must sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

J. The SFA may request changes in delivery and packaging in cases of an emergency. Emergencies may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent. Any price adjustment resulting from the emergency must be agreed upon by both parties in writing. Additionally, the length of the emergency period should be estimated and agreed to by both parties in writing.

8. Books and Records and Reports

A. The FSMC must maintain records <u>at the SFA</u> to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records must be kept <u>at the</u>

SFA in an orderly fashion according to expense categories. This includes, but is not limited to invoices, receipts, and timesheets to support all expenses charged to the SFA. The FSMC must submit the detailed monthly documentation no later than the 15th calendar day succeeding the month in which services were rendered. Participation records must be submitted no later than the 5th working day succeeding the month in which services were rendered. The SFA must perform edit checks on all documentation to support the claim reimbursement and reports.

B. The FSMC must provide the SFA with a year-end statement.

C. Should the SFA have any concern as to the FSMC's compliance of regulatory rules due to internal audits, monitoring, an Administrative Review, or a Procurement Review conducted by USBE, the SFA shall have the right to request an audit of the FSMC and the selection of the auditor(s) to perform the audit. The FSMC will be responsible for bearing the costs that occur as a result of this audit.

D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single, program, or financial audit.

E. Books and records of the FSMC pertaining to the CN program operations must be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.

F. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Title 2 CFR §200.334).

G. The FSMC must not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.

H. The SFA is responsible for ensuring resolution of program review and audit findings.

9. Employees

A. The SFA reserves the right to interview and approve the on-site food service manager/director.

B. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. (Choose One ONLY)

☐ Employees will be retained by the SFA.

☐ Employees will be retained by the FSMC.

☐ Employees will be retained by the SFA and FSMC.

☑ There are currently no SFA employees, charged to the non-profit Food Service Account.

C. The SFA must have a written code of conduct for all employees, which the FSMC must uphold for all employees working with the food program. (Title 2 CFR §200.318(c)).

D. If the SFA wants the SFA employees to be subject to employment by the FSMC, the Labor and Fringe worksheets, labeled Attachment 4 Detail and Attachment 5 Detail must be submitted in accordance with Section 10B. The total amount must equal the Projected Operating Cost line-item worksheet's total, labeled Attachment FP3, for the expense item "Direct Labor and Benefits".

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

F. The FSMC must comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

G. The SFA must identify a SNP director who is an employee of the SFA. The SNP director must meet the minimum Professional Standards hiring and annual training requirements. In addition, the SNP director must ensure program oversight, including but not limited to, ensuring that the FSMC's food service director and all food service staff also meet the Professional Standards requirements (Title 7 CFR §210.30). Directors must demonstrate completion of at least eight hours of food safety training not more than five years prior to their starting date or be completed within 30 days of the employee's start date and every five years thereafter. The SNP director's responsibilities will be fulfilled by this position: The School's Director.

H. The SFA and FSMC must ensure that all food service employees meet and continue to meet all the Professional Standards for hiring and training requirements. All training must be documented and provided to state agency reviewers during an Administrative Review.

I. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.

J. Staffing patterns must be mutually agreed upon.

K. The SFA must provide sanitary toilets and hand washing facilities for the employees of the FSMC.

L. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.

M. In the event of the absence, termination, removal, or suspension of any such employee, the FSMC must immediately restructure the food service staff without disruption of service.

N. All SFA and/or FSMC personnel assigned to the food service operation in each school must be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

O. The use of student workers or students enrolled in vocational classes in the food service must be mutually agreed upon.

P. The FSMC must provide proof that each prospective employee complies with Background check requirements in accordance with Utah code 53G-11-402.

10. Monitoring

A. The SFA must monitor the food service operation of the FSMC through documented periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per Title 7 CFR §210.16/ 2 CFR 200.318(b). On-site monitoring is required regardless of the number of sites. Monitoring forms must document compliance and program operations; Monitoring forms must be retained and available on site at the SFA. Corrective action must be issued, as applicable.

B. When there is more than one site, the SFA is required to conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by Title 7 CFR §210.8. The SFA position responsible for performing all on-site reviews is The School's Director.

C. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the Auditor General, USDA, USBE, and the SFA upon request for the purpose of auditing, examination, and review.

11. Menus/Advisory Boards

A. The FSMC must comply with the 21-day menu developed by the SFA for the programs checked in section 1, letter B of this contract, and is included in the RFP (the exception to this would be the SFSP which only requires an 11-day menu) (7 CFR 210.16(b)(1)).

B. The SFA is responsible for the formation and establishment of an advisory board composed of parents, teachers, and students meeting periodically to assist in menu planning and other activities related to food service. The FSMC may participate in these periodic meetings as deemed appropriate by the SFA. The establishment of the advisory board may not be delegated to the FSMC.

The advisory board will be overseen by this position: Lead Secretary

The frequency of advisory board meetings will be: Annual

C. The SFA must maintain records of the advisory board including agenda, meeting minutes, and detailed sign-in sheet indicating role of attendees as either parents, teachers, or students. These records must be made available upon request in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts, and transcriptions by the SFA and/or state or federal representatives and auditors.

12. Use of Facilities, Inventory, Equipment & Storage

A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.

B. 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 CN programs.

C. The FSMC and the SFA must inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, and/or kitchen utensils.

D. The FSMC must maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.

E. The SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.

F. The FSMC must maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with USBE.

G. The SFA shall provide the FSMC with one set of keys for all food service areas secured with locks.

H. The SFA shall provide the FSMC with local telephone service.

I. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

J. Check one of the following regarding equipment:

☑ The SFA is not requesting the FSMC to propose purchase of equipment. The FSMC may not propose purchase of equipment in the proposal and equipment may not be charged, directly or indirectly, to the SFA throughout the duration of the contract.

☐ The SFA is allowing the FSMC to propose equipment necessary for implementation or enhancement of operation. The FSMCs may recommend equipment for the SFAs food service operation in an amount not to exceed _______________, If the SFA approves the recommendation, the SFA will procure and finance the equipment.

The SFA must obtain preapproval from USBE for each item of equipment costing $25,000 or greater that will be purchased using non-profit school food service account funds at any time during the purchase process. For equipment not included on the pre-approved equipment list a capital expenditure request is required to be submitted and approved. Additionally, if the item of equipment is on the pre-approved list and it will not be used exclusively for the CNPs, a capital expenditure request is required to be submitted and approved.

☐ The SFA choose_ allowing the FSMC to propose equipment necessary for implementation or enhancement of operation. The FSMC may finance equipment for the SFAs food service operation in an amount not to exceed _______________, for the life of the contract including optional renewal(s). Any equipment not included in FSMC proposal may not be charged, directly or indirectly, to the SFA throughout the duration of the contract. If this option is selected, then the SFA must provide specifications in Section Q, Additional Information.

The SFA must obtain preapproval from USBE for each item of equipment costing $25,000 or greater that will be purchased using non-profit school food service account funds at any time during the purchase process. For equipment not included on the pre-approved equipment list a capital expenditure request is required to be submitted and approved.

Additionally, if the item of equipment is on the pre-approved equipment list and it will not be used exclusively for the CNPs, a capital expenditure request is required to be submitted and approved (even if the FSMC purchases).

The FSMC shall be subject to the same procurement requirements to which the SFA is subject in purchasing equipment and may not serve as a vendor when purchasing equipment on behalf of the SFA. Ownership of the equipment will vest in the SFA immediately upon purchase of the equipment. The SFA must repay the FSMC at the rate agreed upon when the equipment is purchased.

If the contract expires or is terminated prior to complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either (Choose One)

☑ Retain the property and continue to make payments in accordance with the amortization/payment schedule.

☐ Pay the remaining balance immediately.

☐ Deliver the equipment or other items funded by the investment to the FSMC. Dependent upon the amount paid compared to the amortized value, one of the respective parties may be credited.

K. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

L. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

M. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

N. The FSMC must notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.

O. The SFA shall have access, with or without notice, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.

P. The FSMC must not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there must be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

Q. The SFA, on the termination or expiration of the contract, must conduct a physical inventory of all equipment and commodities owned by the SFA.

R. The FSMC must surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition.

13. Purchases

A. If the FSMC is procuring goods or services on behalf of the SFA, such as USDA Foods processing agreements, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate; The FSMC may not serve as a vendor in any procurement activity in which they are acting as an agent for the SFA.

B. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

C. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs, if they choose to do so, to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

D. Buy American Provision Requirements 7 CFR 210.21(d)

14. Nonprogram Foods

A. Nonprogram foods include any non-reimbursable foods and beverages purchased using funds from the non-profit school food service account. This would include, but is not limited to, a la carte; adult meals, catering; vending; second meals and non-reimbursable suppers.

B. The FSMC must identify the following on the monthly invoice:

- Number of reimbursable meals and the fixed price per meal.
- Number of nonprogram meal equivalents and the fixed price per meal.

C. The SFA is responsible for maintaining documentation of all revenues for reimbursable meals and all revenues for nonprogram foods.

D. Documentation to identify the separation of:

- Revenues of reimbursable meals from revenues of nonprogram foods
- Costs of reimbursable meals from costs of nonprogram foods
- This documentation must be made available to the Auditor General, USDA, USBE, and the SFA upon request for the purpose of auditing, examination, and review.

E. The SFA is responsible for completing the nonprogram food revenue tool annually to ensure that nonprogram foods are priced sufficiently to cover the overall cost of the food (7 CFR 210.14).

15. Payment Terms/Method

A. Invoices

1. The FSMC shall invoice the SFA monthly for amounts due based on on-site records. The SFA shall make payments within 30 days of the invoiced date.
2. Invoices must be itemized by price per meal cost. The invoice must include a credit of commodities. This documentation must be retained on-site by the SFA. Invoices should follow the format and must include the information outlined in Exhibit A–Invoice Example.
3. An example of the invoice identifying commodities (USDA entitlement balances) must be included with the proposal.
4. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by federal regulations.

5. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses. (Used in the Attachment FP3, Projected Operating Costs of the proposal.)
6. USBE may randomly request SFAs to submit copies of invoices for compliance with the above items.
7. The payment of interest and late fees from the non-profit school food service account fund is prohibited.
8. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

16. Buy American

A. The FSMC must purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.), or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.

B. The FSMC must document and the SFA must approve any exceptions to Buy American. Exceptions are allowable when the domestic foods are not produced or manufactured in the US in sufficient and reasonably available quantities; or competitive bids reveal the costs of a US product are significantly higher than the non-domestic product.

1. The limit on the percentage of non-domestic foods for 2026-2027 will be ten percent, including any exceptions.
2. For the 2028-2029 School Year, the limit on the percentage of nondomestic foods will be eight percent, including any exceptions.

C. The FSMC must certify the percentage of U.S. content in the products supplied to the SFA.

D. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

17. Sanitation

A. The FSMC must place garbage and trash in the containers in the designated areas as specified by the SFA.

B. The SFA must remove all garbage and trash from the designated areas.

C. The FSMC must clean the kitchen and dining room areas as indicated on Attachment 2, Cost Responsibility Detail Sheet.

D. The FSMC must operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

E. The FSMC must comply with all local and state sanitation requirements in the preparation and storage and service of food.

18. Licenses, Fees, and Taxes

A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

B. The FSMC must obtain and post all licenses and permits as required by federal, state, and/or local law.

C. The FSMC must comply with all SFA policies, rules, and regulations.

19. Civil Rights

A. Both the SFA and FSMC hereby agree that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
5. 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).
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000).
7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.).
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3).
9. 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 Contract;
10. The USDA nondiscrimination 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).

    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, audiotape, 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 Teletypewriter [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 (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, D.C. 20250-9410; or

(2) fax:
833-256-1665 or 202-690-7442; or

(3) email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

B. 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 other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

C. By accepting this assurance, the SFA and FSMC agree 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 Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

20. Emergency Closing

A. The SFA must notify the FSMC of any interruption in utility service of which it has knowledge.

B. The SFA must notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

21. Term and Termination

A. The SFA or the FSMC may terminate the contract for cause or for convenience by giving 60 days' written notice.

B. At any time, because of circumstances beyond the control of the FSMC or the SFA, either party may terminate the contract by giving 10 days' written notice to the other party.

C. Force Majeure. Neither the FSMC nor the SFA shall be responsible to the other for losses should the fulfillment of the terms of the contract be delayed or prevented by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, wars, acts of public enemies, strikes, work stoppages, natural disasters, acts of God, civil disorders, public health crises, freight embargos, or loss or malfunctions of utilities, respectively, and which by the exercise of due diligence they were unable to prevent.

22. Indemnity

A. Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the SFA from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the SFA. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

23. Nonperformance by the FSMC

A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

B. The FSMC must reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.

C. The SFA must notify USBE in writing in the event of nonperformance by the FSMC.

24. Certifications

A. The FSMC shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §3701-3708, as supplemented by the Department of Labor regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.

B. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.

C. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR §210.21(d).

D. The FSMC shall sign the Certification Regarding Debarment and Suspension, Appendix D, which is made a part of this contract. (Title 2 CFR Part 180) This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government, or any other entity receiving Federal funds, or suspended from entering contracts during a time when the FMSC is being investigated for a legal action which is being taken to debar the FSMC from contracting activities.

E. The FSMC shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (Title 42 U.S.C. 7401-7671), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Violations can be reported electronically at https://www.epa.gov/enforcement/report-environmental-violations.

F. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

G. The FSMC shall sign the Lobbying Certification, Appendix E, which is made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form -LLL, Disclosure of Lobbying Activities, Appendix E. If no lobbying activity occurred, the FSMC is still required to sign the Disclosure of Lobbying Activities, Appendix E. (Title 2 CFR Part 418)

H. The FSMC shall sign the Certification of Independent Price Determination, Appendix F, which is incorporated herein by reference and made part of this contract.

25. Insurance

A. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Utah. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

B. The FSMC must have, in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be $1,000,000 per incident/per person for general liability.

1. General Liability: $1,000,000
2. Worker's Compensation: $1,000,000
3. Vehicle Insurance: $ 1,000,000
4. Umbrella Liability: $ 1,000,000

C. The SFA must be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.

D. In addition, the FSMC must provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

E. The contract of insurance must provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

26. Summer Food Service Program (SFSP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

A. If participating, the FSMC must submit with its proposal, a bid guarantee for at least five percent (5%) of the total bid price (Total FSMC Costs) in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

B. If participating, the FSMC is required to provide a Performance Bond in the amount of NA____________________ (dollar amount or percentage of the total bid price [Total FSMC Costs]) as a guarantee of performance of all terms outlined under this contract. The amount/percentage should not be unreasonable in that it would prevent full and open competition. The Performance Bond provides the SFA recourse in the event that contractual obligations are not satisfactorily performed.

C. If participating, then the SFA must offer free meals to all eligible children participating in the SFSP. If the FSMC will operate the SFSP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the SFSP (Attachment SFSP1). In accordance with Title 7 CFR §225.15 the SFA cannot contract out the management responsibilities of the SFSP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 225. The SFA shall be responsible for determining eligibility for all SFSP sites. The SFA as a SFSP sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.

D. SFAs that contract with FSMCs for some or all aspects of the management of the food service program may allow the FSMC to conduct the same activities for SFSP that are performed for NSLP. The FSMC is prohibited from performing the same activities that are prohibited through NSLP, such as but not limited to:

1. Submitting claims
2. Monitoring administrative and site staff
3. Determining income eligibility and maintaining individual income eligibility statements.

E. SFAs are reminded that although some tasks may be delegated to the FSMC, the SFA maintains responsibility for program oversight and ensuring that all SFSP requirements are met.

F. The SFSP will operate from NA________ to NA________.

27. Child and Adult Care Food Program (CACFP) (See letter B under 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

If participating, then the SFA must offer meals to all eligible children and adults participating in the CACFP. If the FSMC will operate the CACFP (including the preparation, record keeping, and delivery of meals), a flat price per meal cost must be submitted as part of this RFP for the CACFP (Attachment CACFP, CACFP Projected Operating Costs). In accordance with Title 7 CFR §226.15 the SFA cannot contract out the management responsibilities of the CACFP. The SFA shall be responsible for ensuring that the food service operation conforms to all program requirements outlined in Title 7 CFR Part 226.

28. Trade Secrets and Proprietary Information

A. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the 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 the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the contract. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the contract.

B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall have unrestricted rights.

Attachments

Attachment FP3 – Projected Operating Costs (POC)

Attachment 1 – Averaged Daily Participation

Attachment 2 – Cost Responsibility Detail Sheet.

Labor and Fringe worksheets, labeled Attachment 4 Detail and Attachment 5 Detail

Attachment 4 – Summary

Attachment 4 – Details

Attachment 5 – Summary

Attachment 5 – Details

Attachment SFSP1 – Flat price per meal cost must be submitted as part of this RFP for the SFSP

Attachment CACFP, CACFP Projected Operating Costs – A flat price per meal cost must be submitted as part of this RFP for the CACFP

Appendix A – SFA Certification of Acknowledgement

Appendix B – FSMC Certification of Acknowledgement

Appendix C – Acknowledgement of Personnel Relationships- received

Appendix D – Certification Regarding Debarment and Suspension

Appendix E – FSMC shall sign the Lobbying Certification, which is made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities

Appendix F – Certification of Independent Price Determination

Appendix G – Sample Minimum Food Specifications

Exhibit A - Invoice Example_FSMC