

**Food Service Management Company  
Fixed Meal Price Template Contract  
Wisconsin Department of Public Instruction**

PI-6308 (Rev. 10/22)

October 2022

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**Request for Proposal (RFP)**

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

RFP Reference Number: MCS2023RFP

RFP Release Date: December 1, 2022

Completed sealed proposals must be submitted  
no later than **January 9, 2023** by **1:00 PM CST**

**RFP Issued By**

Messmer Catholic Schools  
742 W. Capitol Drive  
Milwaukee, WI 53206  
Mike Bartels  
Vice President of Administration  
414-264-5440

**Read SOLICITATION carefully!**

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## Schedule of Events

Event Type	Event Date	Event Time
RFP Release Date (Public Notice)	12/1/2022	
Deadline for Pre-Proposal Conference questions	12/12/2022	1:00 PM
*Pre-Proposal Conference and Site Visit	12/19/2022	11:00 AM
Deadline for submission of Final Questions <i>No questions will be accepted after this date/time.</i>	12/22/2022	12:00 PM
Answers to Questions Provided	12/28/2022	2:00 PM
Deadline for Submission of Sealed Proposal	1/9/2023	1:00 PM
Proposals Opening	1/9/2023	2:00 PM
Proposals Evaluation Completed by	1/18/2023	
Approval of Winning Proposal (Board Meeting)	2/1/2023	
Notice of Intent to Award Sent to Selected FSMC	2/1/2023	
Contract Signing	2/8/2023	
Anticipated Start Date of Selected FSMC	7/1/2023	

\* Reference instruction in the Pre- Proposal Conference and Site Visit of the RFP for additional instructions and requirements.

\*\* 10 days before Pre-Proposal Conference and Site Visit.

\*\*\* 10 days after Pre-Proposal Conference and Site Visit.

The SFA will use its best efforts to adhere to the Schedule of Events. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

## Definitions

For purposes of this RFP, the following definitions, which are consistent with the federal Child Nutrition Programs' regulations, apply:

**Applicable credits** shall have the meaning established in 2 CFR §200.406, applicable credits.

**Awarded contract** is the agreement between the SFA and Selected FSMC that submitted a winning proposal in response to the SFA's RFP. The awarded contract is used by the Selected FSMC to provide the SFA with the services outlined in the RFP.

**Fixed meal price contract** means a firm-fixed-price per meal that provides for payment of a fixed meal price that is not subject to any adjustment on the basis of a FSMC's cost experience in performing the contract.

**Fixed meal price** means an agreed upon amount that is fixed at the start of the contract.

**Contractor** means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with a SFA.

**Nonprofit 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.

**Offeror** is a commercial FSMC that submits a proposal in response to this RFP.

**Selected FSMC** is an offeror that submitted the successful proposal to this RFP and is awarded a contract as a result of this RFP.

**“RFP” or “Request for Proposal”** means a group of documents provided by SFA to Offeror that explain the products and services required and how to respond to the request. This group of documents include:

1. Requirements as described in the RFP
2. Terms and conditions as outlined in this RFP
3. Pricing (paper and electronic copies)
4. Any and all Addenda or special written provisions specified by SFA after the issuance of this RFP
5. Offeror’s Certifications, which must be completed, signed by an authorized representative of Offeror, and other required information
6. Additional required documents
7. Addenda or other terms and conditions added to this RFP by Offerors will not be considered a part of the awarded contract

## Procedural and Submission Requirements

### A. Description

This RFP is being issued for the purpose of entering into a contract for the management of food service program operations for **Messmer Catholic Schools** hereinafter referred to as the **School Food Authority (SFA)**.

The Food Service Management Company (FSMC) submitting a proposal will be referred to as the **“Offeror”**, and the **“awarded contract”** will be between the winning Offeror (herein referred to as the **“Selected FSMC”**) and the SFA.

This RFP seeks “Proposals” from FSMCs willing to operate the SFA’s food service program at all facilities operated by the SFA. The FSMC will provide onsite management and operational support for the SFA food program. Services include but are not limited to consulting, purchasing, receiving, storing, preparation, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of USDA Foods provided through the Wisconsin Department of Public Instruction (DPI) Food Distribution Program.

Catering activities are outside of the fee structure on the awarded contract.

### B. Proposal Submissions

1. **Submission of proposal deadline:** 1:00 PM (CST) on 1/9/2023  
*time* *month/day/year*

No consideration will be made for Proposal(s) received after this date and time listed above. The SFA reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposal(s) or parts of a Proposal and to waive any informalities and/or irregularities contained with a Proposal.

2. **Proposals are to be submitted to this address**

Name of Agency	
<b>Messmer Catholic Schools</b>	
Mailing Address	Physical Address
742 W. Capitol Drive, Milwaukee, WI 53206	742 W. Capitol Drive, Milwaukee, WI 53206

3. **Submission Instructions**

Deliver a complete proposal package in a sealed envelope labeled as follows:

- RFP ID number and/or title
- Original or Copy (as applicable)
- Envelope number (i.e., 1 of 3)
- Date
- Offeror's Name and Address

Submit one (1) original and three (3) copies of the complete Proposal package.

During the Proposal evaluation process, the evaluation team may need to clarify items in an Offeror's Proposal. As a result, Offeror's Proposal must include contact information for the person who will be representing the Offeror through the process. Offeror should at a minimum provide proposal contract person's name, title, address, phone number, and email. Furthermore, Offeror may need to provide proof of authority of the person signing and submitting the Proposal. This will need to be available upon request from SFA. The Offeror is responsible for delivering the complete Proposal package in a sealed envelope along with the requisite copies to the correct location before the Proposal deadline.

4. **Late Proposals**

Any proposal received after the exact time specified for receipt in section E. Public Opening of this RFP will not be considered.

5. **Public Opening**

Public opening will be at: 2:00 PM (CST) on 1/9/2023  
*time* *month/day/year*

Public opening will take place at: 742 W. Capitol Drive, Milwaukee, WI 53206  
*address*

6. **Pre-Proposal Conference and Site Visit**

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on 12/19/2022 at 11:00 AM at the following location 742 W. Capitol Drive, Milwaukee, WI 53206.

- a. **Pre-Proposal Conference and Site Visit:** All FSMCs that intend to respond to this RFP are to attend the Pre-Proposal Conference and Site Visit. Pre-Proposal Conference and Site Visit will occur during normal operating hours in order to provide Offerors optimal information needed to make a competitive proposal.
- b. **Questions for Pre-Proposal Conference and Site Visit:** Submit in writing questions regarding the RFP by 1:00 PM CST on 12/12/2022 to Mike Bartels via (414) 264-0670 (fax number) or mbartels@messmerschools.org. SFA will acknowledge receipt of questions no later than 12/28/2022 CST on 2:00 PM.
  - 1) Questions submitted prior to the Pre-Proposal Conference and Site Visit will be answered at the Pre-Proposal Conference and Site Visit.
  - 2) Questions from the floor at the Pre-Proposal Conference and Site Visit must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference and Site Visit.
  - 3) All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference and Site Visit.
- c. **FSMC Presentations:** FSMC presentations will not be scheduled at this time.

- d. **Written communication:** Written communication will override any verbal communication between any FSMC and SFA.

**7. Written Inquires**

All communication should be directed to:

Contact Person <i>First &amp; Last Name</i> Mike Bartels	Contact Person's Title Vice President of Administration		
Address 742 W. Capitol Drive	City Milwaukee	State WI	Zip 53206
Email Address mbartels@messmerschools.org	Phone No. <i>Area Code/No.</i> 414-264-5440	FAX No. <i>Area Code/No.</i> (414) 264-0670	

Email is the preferred form of communication. (Note: School's email systems have very restrictive security systems. If a response has not been received within two (2) business days, contact Mike Bartels at 414-264-5440. Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by the following date 12/22/2022.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural 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. A written response no later than the following date 12/28/2022 will be issued; 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 on the submitted proposal. All addenda will be issued electronically to each Offeror known by the SFA who has requested a copy of the RFP.

Before submitting a Proposal, it shall be the responsibility of each Offeror to contact Mike Bartels at mbartels@messmerschools.org, prior to the Proposal due date to determine whether additional addenda were issued.

**8. Discussions/Negotiations**

By requesting of a copy of the RFP and subsequent submission of a Proposal, the Offeror agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the awarded contract, Offeror will not discuss this procurement with any party except the designated contact person identified in this RFP. The SFA reserves the right to reject any and all Proposals and to cancel this RFP if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Offeror's response to this RFP.

The SFA reserves the right, at any time after opening and prior to award, to request from any Offeror clarification, address technical questions, make site visits, review past performance, or seek or provide other information regarding Offeror's Proposal. This process may be used for such purposes as providing an opportunity for Offeror to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Offeror. The SFA will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services Offeror is proposing to the SFA. An individual authorized to legally bind Offeror shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in Proposal evaluation, to verify information contained in the Proposal, and to discuss Offeror's qualifications including capabilities and performance under other contracts.



Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. This RFP is designed to provide Offeror with the information necessary to prepare a competitive Proposal. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

- a. Offeror fails to deliver the Proposal by the due date and time.
- b. Offeror fails to respond to the SFA's request for information, documents, or references within the time specified.
- c. Offeror's response limits the rights of the SFA.
- d. Offeror's response materially changes a product or service requirement.
- e. Offeror fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- f. Offeror provides misleading or inaccurate responses.
- g. Offeror initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.
- h. Offeror presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- i. Distributor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

#### 9. Fair and Open Competition

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Offeror to notify the contact person identified in this RFP, in writing, so as to be received within five (5) business days after the date the RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of Contract(s).

### Awarding of the Contract

To be considered, Offeror must submit a complete response to this RFP **using the forms provided**. Proposals determined to be overly responsive may be returned to Offeror and not considered for the Awarded Contract. Offerors should limit Proposal responses to what is required and requested in this RFP. No other documents submitted with the Proposal will affect the contract provisions contain herein, and there may be no modification to the contract language.

Award shall be made to the qualified and responsible Offeror who submits a timely and responsive Proposal to this RFP. A responsible Offeror shall have financial, technical, and other resources which indicate an ability to provide products and perform the services required by this RFP.

Offeror and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a Proposal; failure to do so will be at the Offeror's own risk. Failure or omission of Offeror to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The SFA is not liable for any cost incurred by the Offeror prior to the signing of the awarded contract by all parties. Paying the Selected FSMC from the Child Nutrition Program (CNP) funds is prohibited until the Awarded Contract is signed.

If additional information is required, contact Mike Bartels at [mbartels@messmerschools.org](mailto:mbartels@messmerschools.org).

## A. Awarded Contract

The Awarded Contract shall be for a period of up to one year, beginning on July 1, 2023 and ending on June 30, 2024, with up to four (4) one- (1)-year renewals with mutual agreement between the SFA and the Selected FSMC.

The Awarded Contract between the SFA and the Selected FSMC shall be a combination of the specification, terms and conditions of the RFP; Selected FSMC Proposal, attachments to the Proposal and any written clarifications or changes made by SFA and in accordance with the provisions herein; see section *Exception and Deviations* for additional details.

Exceptions should be explicitly noted in Offeror's Proposal. Lack of exceptions listed on an Offeror's Proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP.

Any exceptions noted in Proposal will be evaluated after the due date and Proposal opening. No exceptions, addendums, amendments, or other changes will be allowed thereafter unless required by federal, state, or local regulations or needed to allow for program performance under the Awarded Contract. The only planned amendments will be the amendment to renew the Awarded Contract. This amendment will be presented to the contractor by the SFA at the time of renewal. Renewal of Awarded Contract does not constitute an offer by SFA for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment.

Any proposed terms and conditions listed in Offeror's Proposal may be considered by SFA. However, such proposed terms and conditions may render Proposal non-responsive and ineligible for evaluation of the Awarded Contract. Furthermore, any accepted proposed terms and conditions related to costs will be added to the overall costs proposed in Offeror's Proposal. This is the only way to fairly evaluate and compare exceptions to SFA's terms and conditions by an Offeror and another Offeror which accepted SFA's terms and conditions without exceptions.

In the event of an amendment to the Awarded Contract, both parties must mutually accept and sign the amendment, which will then be review by DPI before becoming effective. SFA must be the originator of the amendment. *Amendment presented by Selected FSMC will be denied.* Awarded Contract, addendums, or amendments is limited to assuring compliance with federal and state procurement requirements.

## B. DPI Legal Disclaimer

The DPI does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. DPI is not a party to any contractual relationship between the SFA and Selected FSMC. DPI is not obligated, liable or responsible for any action or inaction taken by the SFA or Selected FSMC based on this template contract and subsequent changes and/or amendments to this RFP or subsequent Awarded Contract.

## C. Exception and Deviations

The terms and conditions contained in this RFP will be included in the resulting Awarded Contract. SFA does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in Offeror's Proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take exception(s) to a specific term or condition, the Offeror shall provide the requested information for each exception in the following format and attaching it to the Offeror's Proposal and labeling is as "*Offeror's Exceptions and Deviations*".

All exceptions must be approved by the SFA and reviewed and approved by DPI prior to acceptance by the SFA. All exception(s) must be included with Offeror's Proposal.

**No exceptions or deviations will be considered after the due date of the Proposals unless allowable as described in the RFP.** This includes amendments and addendums typically requested by FSMCs after the awarding of the contract which includes additional fee structures, clarifications, and FSMC's terms and

conditions. Only exceptions listed in Offeror's Proposal will be considered for inclusion in the Awarded Contract.

Format for submitting exceptions and deviations:

**Offeror's Exceptions and Deviations: Name of FSMC**

No.	Section, Subsection, Exhibit, or other	Exception Taken	Reason for Exception	Proposed Language	Impact on Proposal Cost and/or Risk
Name of Offeror <i>First &amp; Last</i>			Title of Offeror		
Authorized Signature ➤				Date Signed <i>Mo./Day/Yr.</i>	

**D. Overly Responsive Proposal**

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.

Examples of overly responsive Proposals:

- Respondent offers a guarantee which was not requested in the original RFP,
- Respondent offers incentives over and beyond those required by the RFP document (such as scholarships or "free" equipment) to entice a SFA to select its Proposal for the Awarded Contract, or
- 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.

The Awarded Contract will be made to the highest-scoring, responsible Offeror that is both capable of providing the products and services described in this RFP and submits a responsive Proposal that can meet all specifications of the entire RFP. Goods, products, or services offered in a Proposal above and beyond what is requested in this RFP shall not be factored into the scoring evaluation. The Award Contract decision will be based on the criteria outlined in this RFP and not on any additional factors the respondent has chosen to add.

**E. Method of Award**

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The SFA evaluation team will review the Proposals using the evaluation criteria found in this RFP. In addition, the evaluation team will conduct a pre-award audit and check references.

The SFA will award each Proposal independent of other Proposals. As part of the evaluation process, the SFA may request samples of meals or other products and services.

**F. RFP Estimations**

Quantities reflected in this RFP are estimates based on the SFA's combined projected claims for the 2022-2034 and projected increases or decreases based on the new federal guidelines and anticipated student participation in the SFA's food service. These quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors

including but not limited to, budgetary adjustments, meal pricing, availability of federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

## G. Evaluation Criteria

Summary of evaluation criteria:

Weight	Criteria
25 points	Cost/Financial Proposal
5 points	Transparency and Reporting of Rebates, Discounts, and Credits
5 points	Guarantees to Food Service Account
15 points	Experience, References and Service Capability
5 points	Financial Condition/Accounting Reporting Systems
15 points	On-site Manager: Food Service Director/Overall Staffing Plan
5 points	Professional Development/Training Opportunities
5 points	Promotion of the School Food Service Program
5 points	Involvement of Students, Staff and Patrons
15 points	Menu Selection, Use of USDA Foods, Food Quality, and Portion Sizes (if the 21-day cycle menu is developed by the Offeror)

**TOTAL POINTS: 100**

The maximum possible points is listed next to each criterion. Evaluation and scoring of Proposals will be based on the assignment of points by the evaluation team and totaled for a final score which will be used for awarding the contract. Only responsive Proposals will be considered for evaluation. For a Proposal to be considered responsive, the Offeror will need to read the entire RFP and provide documentation and information required by all sections of the RFP including attachments. The evaluation team will evaluate all qualifying proposals. The evaluation team will evaluate documentation and information requested throughout the RFP and recommend contract award using this documentation and information including the following evaluation criteria as described below:

### Cost/Financial Proposal: 25 points

- Minimum requirements for proposal evaluation
- Proposal with the most competitive financial package proposed will receive highest number of points; all other proposals will receive fewer points based on financial package and costs proposed.
- Financial package includes completion of all attachments and any other information requested in this RFP including but not limited to the following: Projected Operations—Expenditures, Labor Worksheet—FSMC, Fringe Benefit Cost Work Sheet—FSMC, Equipment (expendable and nonexpendable) Costs, and Implementation Costs.
- Documents required for evaluation of criteria
  - Offeror must complete and submit all financial and cost attachments to this RFP and any other documentation that would affect final end of year outcomes.
  - Proposal must include a detailed staffing plan.
  - Proposal must include a two (2) year SFA food service revenue and expenditure operating statement budget projection.

### Transparency and Reporting of Rebates, Discounts, and Credits: 5 points

- Minimum requirements for proposal evaluation
- See section regarding reporting of rebates, discounts, and credits.

- Documents required for evaluation of criteria
  - See section regarding reporting of rebates, discounts, and credits.

**Guarantees to Food Service Account: 5 points**

- Minimum requirements for proposal evaluation
- Offeror may select either a “Guaranteed No Loss” or “Minimum Return”.
- The guarantee options the Offeror can select are:
  - Guaranteed No Loss: The Offeror guarantees the SFA no loss for the operation of the food service program; or
  - Guaranteed Minimum Return: The Offeror guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.
  - Points will be awarded based on how favorable the conditions of the guarantee are for protecting (minimizing loss) the school’s nonprofit food service account.
- Documents required for evaluation of criteria
  - If the Offeror has selected to guarantee no loss or minimum return, then the proposal must contain a description of the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses.
  - Guarantee Prohibitions: federal regulations establish allowable and unallowable costs for FSMC contracts.
  - The following are prohibited contract provisions:
- Any "guaranteed return" must remain in the nonprofit food service account.
- "Returns" cannot be contingent upon multi-year contract duration.

**Experience, References, and Service Capability: 15 points**

- Minimum requirements for proposal evaluation
  - Summary of experience in the following areas:
    - Implementing various strategies, processes, and systems to maximize school resources.
    - Developing staffing plans and recommendations to meet the varying needs of the SFA.
    - Reference checks; SFA will contact references seeking 80 percent favorable references.
- Documents required for evaluation of criteria
  - Must include at least five references including district names, addresses, phone numbers, and name of client administrator capable of commenting on performance. These references shall be for similar services as described in this RFP and similar size SFA.
  - Narrative describing your continuous process improvement leading to better, faster services at schools; must provide examples and how they are applicable to this SFA.

**Financial Condition/Accounting Reporting Systems: 5 points**

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstrate financial stability.
  - Offeror must be able to demonstrate profitability for the last three years.
- Documents required for evaluation of criteria
  - Copy of FSMC annual financial report or certified financial statement from the most current year of operation, prepared by a certified public accountant.
  - Assurance with food safety requirements.

### **On-site Manager: Food Service Director/Overall Staffing Plan: 15 points**

- Minimum requirements for proposal evaluation
  - The Food Service Director (FSD) must have an associate degree (or equivalent) with related academic major in food and nutrition or a related field, with a minimum of two (2) years of experience in a school district of similar size and operational complexity with full satellite service as SFA operating the NSLP.
  - The FSD must have proven skills in partnership with existing clients and communities.
  - The FSD must have experience with large catering events and culinary arts.
- Documents required for evaluation of criteria
  - Proposal must contain a copy of the Offerors organizational chart and a detailed plan for the administration, supervision, and staffing proposed under the specifications of this contract.
  - An Executive Chef should be included in the staffing proposal.
  - Proposal must include the actual resume and background of the person who will supervise the Resident Food Service Director and include the resume for the registered dietician.
  - The District Manager and Registered Dietician must be available to the SFA on an as-needed basis.
  - Describe how your company will ensure the best performance.
  - Describe in a narrative with supporting evidence (examples) of partnership with your client on desired initiatives.

### **Professional Development/Training Opportunities: 5 points**

- Minimum requirements for proposal evaluation
- Provide annual training requirements for staff at all levels.
- Documents required for evaluation of criteria
  - Proposal must contain copies of training agendas or other documentation showing that at least one training was held to cover issues such as blood borne pathogens sanitary food preparation, equipment cleaning techniques, worker safety and/or annual civil rights training.
  - Proposal must include Offeror's personnel and human resource philosophy.

### **Promotion of the School Food Service Program: 5 points**

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstrate how it adds new food items and incorporates USDA Foods items into menu cycle.
  - Offeror must be able to demonstrate it can increase participation including expected trends and strategies to increase breakfast and lunch participation in secondary schools.
- Documents required for evaluation of criteria
  - Include new foods or recipes that might be implemented.
  - Include examples of flexibility in the promotion of the school food service program depending on relevant desired outcomes or goals.
  - Provide evidence of partnership with your client on desired initiatives.
  - Share unique ideas for our breakfast, lunch, and ala carte programs.
  - Provide evidence that the Offeror involves employees to use their expertise and experience for innovation.
  - Demonstrate performance in promotion of the school food service program and results of past promotions.

### **Involvement of Students, Staff and Patrons: 5 points**

- Minimum requirements for proposal evaluation
  - Provide examples from two different clients of involvement of students, staff and patrons.

- Documents required for evaluation of criteria
  - Proposal must contain examples of your efforts and results regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., also include examples of surveys and how results/requests were responded to and what actions were taken.
  - Proposal must contain documented cooperative education programs.
  - Proposal must contain examples of Offeror's experience with catering expertise including involvement in evening events and/or community events.
  - Proposal must contain examples of Offeror's experience with community engagement.
  - Proposal must contain examples of Offeror's experience of proven customer service excellence to all patrons including references to support the level of involvement.
  - Proposal must contain examples of Offeror's experience of partnership with clients and how Offeror met goals.

**Menu Selection, Use of USDA Foods, Food Quality, and Portion Sizes: 15 points**

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstrate experience with the following:
    - Daily entrée menu variety
    - Nutrition requirements
    - Daily secondary offering bar variety
    - Appeal and variety
    - Ability to comply with or exceed the district's nutrition policy
- Documents required for evaluation of criteria
  - Proposal must contain examples of Offeror's experience with the following:
    - Sample menus
    - Sample catering menu choices
    - Document examples of your use of USDA commodities in your menu selection
    - Provide portion quantities
    - Examples showing past successes in improving nutritional quality of school food service programs

## Scope and Purpose

- A. The Selected FSMC shall operate in conformance with the SFA's Permanent Agreement/Policy Statement with DPI for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with CNP and as required by this RFP and subsequent Awarded Contract.

The programs listed below shall be the same as those listed in Attachment M *SFA Site/Building Listing—Services to Be Provided*.

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 proposed fixed meal price(s) for the new program for the 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.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP)                     | <input checked="" type="checkbox"/> A la carte Sales                               |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)                           | <input checked="" type="checkbox"/> Adult Meals                                    |
| <input type="checkbox"/> After School Care Snack Program (ASCSP)                             | <input checked="" type="checkbox"/> Catering                                       |
| <input type="checkbox"/> Special Milk Program (SMP)  | <input type="checkbox"/> Contract Meals  |
| <input type="checkbox"/> Wisconsin School Day Milk Program (WSDMP)                           | <input type="checkbox"/> Vending/Concessions                                       |
| <input checked="" type="checkbox"/> <a href="#">Fresh Fruit and Vegetable Program (FFVP)</a> | <input type="checkbox"/> <a href="#">Child and Adult Care Food Program (CACFP)</a> |
| <input type="checkbox"/> Wisconsin Elderly Program (WI EN)                                   | <input type="checkbox"/> <a href="#">Summer Food Service Program (SFSP)</a>        |

- B. The Selected FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment L *SFA Site/Building Listing—General Data*.
- C. The Selected FSMC shall be an independent contractor and not an employee of the SFA. The employees of the Selected FSMC are not employees of the SFA.
- D. The food service provided by the Selected FSMC shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- E. All income accruing as a result of payments by students and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's nonprofit food service account. Any profit or guaranteed return shall remain in the SFA's nonprofit food service account. The SFA and the Selected FSMC agrees that the Awarded Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as describe under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200; these types of contracts are not allowable.
- F. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the CNPs covered by this contract.

## Payments and Costs

- A. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- B. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and non-program foods sales(including a la carte,vending, adult meals, contract



meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

- C. The Selected FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFA's students will be primary beneficiaries.

The SFA may request of the Selected FSMC additional food service programs; however, 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 federal program regulations.

The fixed per meal equivalent rate for non-program foods(including a la carte, vending, adult meals, contract meals, and catering) will be determined by the following;

**Computation of Lunch Equivalency Rate (LER) for A la Carte Sales**

The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over Non-Program Foodsales.

<b>Year One Lunch Equivalency Rate (LER)</b>	
1. Current Year Federal Free Rate of Reimbursement.....	\$4.0300
2. Current Year State Match Reimbursement Rate .....	\$0.0700
3. Current Year Value of USDA Entitlement USDA Foods .....	\$0.3000
<b>Total Lunch Equivalency Rate</b> <i>Sum of 1+2+3</i> .....	<b>\$4.4000</b>

If the Awarded Contract is renewed, the LER will need to be recomputed with current year's federal Free Rate of Reimbursement, state Match Reimbursement Rate, and Value of USDA Entitlement USDA Foods.

- D. The Selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- E. The Selected FSMC shall comply with the rules, regulations, policies, and instructions of the State of Wisconsin, DPI and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215 (SMP), 220, 225 (SFSP), 226 (CACFP), 245, 250, and 2 CFR 200, if applicable.
- F. **Allowable Costs:** In accordance with applicable federal regulations, for all reimbursable cost or purchases (i.e., equipment, kitchen remodeling, or other investment costs) made by or on behalf of SFA outside the fixed meal price:
  - 1. Allowable costs will be paid from the nonprofit school food service account to the Selected FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the Selected FSMC or any assignee under the Awarded Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
  - 2. The Selected FSMC must separately identify each cost submitted for payment to the SFA.
    - a. The amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or
    - b. The Selected FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

3. The Selected FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.
4. The Selected FSMC must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The SFA may permit the Selected FSMC to report this information on a less frequent basis than monthly, but no less frequent than annually. The Selected FSMC must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
5. The Selected FSMC must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, DPI, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the Selected FSMC receiving payments in excess of the Selected FSMC's actual, net allowable costs.
7. Evaluation of Rebates, Discounts, and Credits: Offerors will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Offeror, other manufactures and vendor, or companies related to products and services described in this RFP and resulting Awarded Contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA (see "Reference: CFR § 210.21 Procurement" below). This includes any SFA rebates, discounts, and credits that are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/ vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA's nonprofit food service account.

Offerors will need to submit narrative along with all other documents required and describe herein.

In this narrative the Offeror will describe its process for tracking and managing rebates, discounts, and credits in regards to purchases made with funds from the SFA's school nonprofit food service account with itself, vendors, distributors, manufactures, and other companies related to the services and products described in this RFP. In this narrative the Offeror can also describe how it differentiates itself from other Offerors with respect to rebates, discounts, and credits. At a minimum the narrative will need to include the following:

- a. A list and description of all rebates, discounts, and credits that Offeror estimates it will receive, if awarded the contract, in relation to this RFP and based on estimations provided herein. The total value of the estimated rebates, discounts, and credits will not be used as an evaluation criterion. However, the Offerors ability to describe in sufficient detail how those rebates, discounts, and credits were estimated and the process by which those rebates, discounts, and credits flow back to the SFA will be evaluated. *This information will be used to score how transparent an Offeror is with the SFA's rebates, discounts, and credits. Furthermore, this information will be used to set bench marks to measure contract performance during the terms of the awarded contract and at contract renewal.*
- b. A list and description of all types of rebates, discounts, and credits that the Offeror may pass through to the SFA if awarded the contract (e.g., volume rates, charge backs, purchasing rebates, other credits and discounts). Be as specific as possible.
- c. Describe the Offeror's process of tracking, managing and payment of rebates, discounts, and credits back to customers such a SFA.
- d. If applicable, how the Offeror uses a third party vendor to manage, handle, pay, and/or process any portion of its rebates, discounts, and credits (e.g., rebate clearinghouse or rebate fulfillment centers).

- e. How the Offeror is able to aggregate and trace back applicable rebates, discounts, and credits to the SFA.
- f. Do you contract directly with manufacturers for the purposes of rebates, discounts, and credits?
- g. What percentage of all rebates, discounts, and credits will be retained by Offeror?
- h. Does Offeror pass through 100 percent of gross manufacturer and vendor rebates, discounts, and credits?
- i. Describe any assumptions used for rebates, discounts, and credits that will not be fully disclosed.
- j. Provide an estimated percentage of rebates, discounts, and credits to be shared with SFA.
- k. Describe the frequency and measurement of rebates. Provide sample rebate reports provided to the SFA including one demonstrating how the rebates will be measured.

*Proprietary Information:* If these rebates, discounts, and credits are considered proprietary, indicate which rebates, discounts, and credits are proprietary and provided them in a separate attached envelop. This envelope will be labeled as proprietary financial information, RFP number, company name, address, and contact person. For purposes of transparency of the evaluation process, the collective total of all rebates, discounts, and credits proposed will be disclosed and cannot be considered proprietary. This collective total will be referred to as “*Proposed Manufacturing Rebates, Discounts, and Credits*.” Offeror will enter this amount on Attachment E *Projected Operations–Profit or Loss*.

Reference: 7 CFR § 210.21 Procurement. (f) Cost reimbursable contracts—

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in RFP documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the Department.

8. *Indemnification:* Selected FSMC shall indemnify, defend, and hold harmless SFA from any and all losses, costs, claims, lawsuits, settlements, judgments, fines, penalties, or expenses, including attorneys' fees and costs, arising from any act or omission of Selected FSMC in connection with the Awarded Contract, including, but not limited to, rebates, discounts, and credits and other manufacturer monies received by Selected FSMC, data related to payment and other data or information provided, submitted, transmitted, or certified by or on behalf of Selected FSMC, in connection with rebates, discounts, and credits and the Awarded Contract.

G. The Selected FSMC shall provide staff to manage the SFA's food service operations and supervise all employees.

#### H. Invoicing and Payment Terms

The SFA strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of an invoice and resolution of all credits, the SFA will make payments within 30 business days and in accordance with the terms of the Awarded Contract. All statements received for payment will be processed in compliance with SFA's policy. Additional invoicing and payment terms are as follows:

1. The Selected FSMC shall invoice SFA at the end of each month. No advanced payments are allowed to be paid to the Selected FSMC.
2. Only fixed meal price(s) described in this RFP and resulting Awarded Contract will be paid.
3. Invoice must be net all rebates, discounts, and credits, including any crediting of USDA Foods.
4. Invoice shall provide enough detail to allow SFA to determine allowable costs and determine all Rebates, Discounts, and Credits and crediting of USDA Foods have been deducted.
5. All fixed meal price(s) invoiced to 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 Selected 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 reimbursable costs invoiced to SFA are proprietary.
6. SFA reserves the right to request additional details for any item on an invoice which groups more than one item together for payment.
7. The SFA shall make payments within 30 business days of the invoiced date.
8. Upon termination of the Awarded Contract, all outstanding amounts shall immediately become due and payable.

#### I. Fixed Meal Price(s) and Reimbursable Cost Requirements

**Fixed Meal Price(s):** The Offeror's proposed fixed meal price(s) shall include but is not limited to administration of all services identified in the RFP and Offeror's administrative costs and profit allocable to the Awarded Contract.

**Cost Reimbursable Requirements:** A reimbursable cost when using a fixed meal price contract are purchases made on behalf of the SFA by the Selected FSMC for products and services not included in the fixed meal price or other fixed management/administrative fees. Furthermore, a reimbursable cost means a purchase made by or on behalf of the SFA, which provides for payment of incurred costs to the allowable extent prescribed in the Awarded Contract. For the purposes of the RFP and resulting Awarded Contract, all prices invoiced to the SFA for reimbursement shall be priced as pass-through prices invoiced to the Selected FSMC from any sources such as a manufacturer, supplier, or distributor. Selected FSMC shall not markup

reimbursable costs invoiced to SFA for any reason. Furthermore, Selected FSMC must pass-through all credits, rebates, and discounts received by the Selected FSMC as a result of purchases on behalf of the SFA. Upon request, Selected FSMC shall provide SFA or government agency procurement and purchasing records such as copies of its invoices for purchases made on behalf of the SFA. Access to these records will be limited to confirmation of product prices, Awarded Contract adherence, confirmation of required federal and state terms and conditions in Awarded Contracts used for SFA purchases, and determination all credits, rebates, and discounts were properly passed-through to the SFA's nonprofit food service account.

**J. Renewal of Awarded Contract—Fixed Meal Price(s)**

In the event of a renewal of the Awarded Contract, the Fixed Meal Price(s) shall be adjusted annually by the lower of either a cap of three (3) percent or a percentage equal to the minimum percentage increase in the Consumer Price Index (“CPI”) Food Away From Home, Midwest Region, for the month of December of the current contracted School Year.

**K. Substitutions**

The Selected FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students’ Individual Educational Plans (IEPs) or 504 Plans and those nondisabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a State Licensed Healthcare Professionals that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

L. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.

**Designation of Program Expenses**

A. The Selected FSMC guarantees to the SFA that the Selected FSMC shall be responsible for the expenses as checked under Column I. The Selected FSMC shall be responsible for negotiating/ paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

B. The SFA shall pay those expenses as checked under Column II.

Description	Column I (Selected FSMC)	Column II (SFA)
<b>Labor</b>		
Managers and/or Supervisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Full and Part-time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Monitors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Employee Benefits</b>		
Life Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Medical/Dental Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retirement Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Holiday Pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tuition Reimbursement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Labor Relations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unemployment Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Description	Column I (Selected FSMC)	Column II (SFA)
Workers Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Food</b>		
Commercial Foods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Foods		
DPI Handling and Processing Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Direct Diversion Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commercial Distribution Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Other Expenses</b>		
Accounting		
Bank Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Processing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recordkeeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment— Nonexpendable over \$5,000, or lower local threshold per unit and expected to last over one year		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Routine Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Major Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment—Expendable (e.g., trays, tableware, glassware, utensils)		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning/Janitorial Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Insurance		
Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Insurance on Supplies/Inventory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laundry and Linen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Office Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paper/Disposable Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Printing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Product Testing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotional/Marketing Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Taxes and License	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone		
Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Long Distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Medium of Exchange for Point of Service Counts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Description	Column I (Selected FSMC)	Column II (SFA)
Transportation of Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Removal		
From Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
From School Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Travel		
Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Standard Terms and Conditions

### A. Signature Authority

The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

### B. Free and Reduced Price Meals Policy

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
2. The Selected FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and reviewed by DPI in the annual contract between the SFA and DPI for the programs listed in Section I, Item B on page 10, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.
3. The SFA shall be responsible for the development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The Selected FSMC may act as an agent for the SFA related to these responsibilities.
4. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
5. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.

### C. USDA Foods

1. Any USDA Foods received (when the foods arrive at the school kitchen, SFA storage facility, or Selected FSMC storage facility in either raw form or in processed end products) by the SFA and made available to the Selected FSMC must accrue solely to the benefit of the SFA's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The Selected FSMC shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.

Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value and handling fees of all USDA Foods received by the Selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.

2. The SFA shall retain title to all USDA Foods and the Selected FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
3. Selected FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. Selected FSMC agrees that any procurement and/or utilization of end products by Selected FSMC on behalf of the SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
4. USDA Foods allocated to the SFA will be delivered to and utilized by the Selected FSMC equitably for lunches served to students at the SFA. The SFA's monthly USDA Foods handling charges [including storage, delivery (if applicable), administration, and processing fees (if applicable)] will be deducted by DPI from the SFA's monthly federal reimbursement. The SFA's monthly USDA Foods handling charges will be deducted from the Selected FSMC's monthly meal invoice.
5. Based on actual bulk USDA Foods received, it may be necessary for the Selected FSMC to make adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made. The SFA must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

The Selected FSMC must credit the SFA for the value and handling fees of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).

The Selected FSMC shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited.

The Selected FSMC shall use the USDA Foods values and handling fees as posted on DPI's USDA Foods website including the value and handling fees of USDA bonus foods.

The Selected FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250.

The Selected FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service.

The Selected FSMC will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service.

The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

The Selected FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250.

The Selected FSMC will comply with the storage and inventory requirements for USDA Foods.

The distributing agency, subdistributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the Selected FSMC's food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.



The Selected FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

The Selected FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods.

6. The Selected FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
7. The Selected FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Selected FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
8. The Selected FSMC shall account for all USDA Foods separately from purchased foods. The Selected FSMC is required to maintain accurate and complete records with respect to the receipt, use/ disposition, storage, and inventory of USDA Foods. Failure by the Selected FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
9. Since the SFA is using the FSMC's distributor for the delivery of its USDA Foods, then the SFA shall enter into a separate agreement with Selected FSMC's distributor as required by the "Agreement for School Food Authorities Participating in the USDA Foods Program and Contract with Commercial Distributor" entered into and between the SFA and DPI, which states the following in section "The School Food Authority Agrees to", subsection 22:

*"If SFA contracts with a Food Service Management Company or a Food Vendor for their meal service, SFA must hold the contract with the Commercial Distributor. Should the SFA no longer contract with the Food Service Management Company or Food Vendor, the SFA must fulfill the contract with the Commercial Distributor."*

A copy of this separate agreement shall be attached to the Awarded Contract as Exhibit B: "USDA Foods Program SFA Agreement for Commercial Distribution of USDA Foods in WI".

10. This USDA Foods section shall survive the termination of the Awarded Contract, either by termination with or without cause, when the Awarded Contract is terminated mid school year or when termination occurs and FSMC's distributor is designated as the commercial distribution of USDA Foods for the handling of SFA's USDA Foods on DPI's USDA Foods online ordering system.

To fully terminate this section of the Awarded Contract the following must accrue:

- a. The FSMC shall provide SFA with records to substantiate that the full value of all USDA Foods, including handling fees have been received by the SFA.
- b. Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC, as well as credit for all applicable handling charges.

#### **D. Food Safety**

1. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the Selected FSMC preparing or serving meals at any SFA facility.
2. The Selected FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the

Awarded Contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

3. The Selected FSMC must have a restaurant license and maintain applicable certification(s) as required by the 2015 Wisconsin Act 46—School Food Safety Bill which states in section 1. 254.71 (1m) of the statute *“no person may conduct, maintain, manage, or operate a school lunchroom that is in a school that is participating in the national school lunch program under 42 USC 1751 to 1769j for which food service is directly provided by the school unless the operator or manager of the lunchroom, or his or her designee, is a certificate holder. For purposes of this subsection, the “operator or manager of the lunchroom” is the individual responsible for the administration of food services for a private school, charter school established under s. 118.40 (2r), or school district. A private school, charter school established under s. 118.40 (2r), or school district complies with the requirements of this subsection if the school or school district has one certificate holder.”*

#### **E. Meals**

1. The Selected FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The SFA shall retain control of the quality, extent, and general nature of the food service.
3. The Selected FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on page 10.
4. In order for the Selected FSMC to offer a la carte sales food service, the Selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
5. The Selected FSMC shall provide meals that meet the National School Lunch Program/School Breakfast Program (NSLP/SBP) Meal Pattern requirements.
6. The Selected FSMC shall promote efforts to increase participation in the CNPs.
7. The Selected FSMC shall provide the specified types of service in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.
8. The Selected FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
9. No payment will be made to the Selected 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 this RFP.
10. **Infant Meals:** When applicable, the Selected FSMC shall provide Infant Meals compliant with applicable meals pattern components and other nutritional requirements as described in USDA memorandum, SP 01-2018, titled “Updated Infant and Preschool Meal Patterns in the National School Lunch Program and School Breakfast Program; Questions and Answers” dated October 19, 2017. In summary, for reimbursable Infant Meals serviced on or after October 1, 2017, the updated Child and Adult Care Food Program (CACFP) meal pattern will replace the meal pattern options for SFAs serving infants and/or children aged 1-5 years old and not yet in kindergarten. The CACFP meal pattern applies to meals served to infants, child care, preschool, and pre-kindergarten students participating in the NSLP and SBP.

#### **F. Books and Records**

1. The Selected FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly and annual reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services

were rendered. The SFA shall perform edit checks on the participation records provided by the Selected FSMC prior to the preparation and submission of the claim for reimbursement.

2. Selected FSMC will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the tenth calendar day succeeding the month in which services were rendered. SFA will perform edit checks on the meal count records provided by Selected FSMC prior to the preparation and submission of the claim for reimbursement. Selected FSMC shall provide SFA with a year-end statement.
3. The Selected FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
4. The Selected FSMC shall provide the SFA with a year-end statement.
5. The Selected FSMC will annually provide SFA with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.
6. Books and records of the Selected FSMC pertaining to the Awarded Contract shall be made 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. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA, state or federal representatives, or auditors. SFA shall pay the cost of such audits, except when such audit finds uncredited revenue, or improperly charged costs. Under such circumstances, Selected FSMC shall promptly reimburse SFA for revenue not credited, or costs improperly charged and for the cost of such audit. If audit findings regarding the Selected FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. Reference 7 CFR 210.9(b)(17), and the following record retention and access requirements found in 2 CFR Part 200: Record Retention and Access, 2 CFR §200.333 Retention requirements for records, 2 CFR §200.334, Requests for transfer of records, 2 CFR §200.335 Methods for collection, transmission and storage of information, 2 CFR §200.336 Access to records, and 2 CFR §200.337 Restrictions on public access to records.
7. Upon termination of the contract, Selected FSMC will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. The Selected FSMC will not remove state or federal required records from SFA premises upon contract termination.
8. The Selected FSMC shall not remove federally required records from SFA premises.

#### G. Employees

1. The SFA must designate if **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 Selected FSMC. Section below must agree with the information reported on Attachments A.1–A.4 *Current Operations—Labor Worksheet*.  
Employee retained by:  
 SFA (See Attachments A.1 and A.3 *Current Operations—Labor Worksheet*)  
 Offeror (See Attachments A.2 and A.4 *Proposed Operations—Labor Worksheet*)  
 Both SFA and Offeror (See Attachments A.1 -A.4 *Current and Proposed Operations—Labor Worksheet*)
2. In accordance with this RFP, section IX: *Employees*, subsection A, *Employees retained by*: the Offeror's Proposal shall provide a schedule of employees, positions, assigned locations, salaries, and hours to be worked. If applicable, specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

3. The SFA shall have final approval regarding the hiring of the Selected FSMC's site manager.
4. The Selected FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The Selected 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 Selected FSMC management staff, except the site manager. The Selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the Selected FSMC.
5. The Selected FSMC shall provide Workers' Compensation coverage for all its employees.
6. The Selected FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by the SFA and which are furnished in writing to the Selected FSMC.
7. Staffing patterns, except for the site manager, shall be mutually agreed upon.
8. The Selected FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
9. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the Selected FSMC.
10. The SFA may request in writing the removal of any employee of the Selected FSMC who violates health requirements or conducts himself or 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.
11. In the event of the removal or suspension of any such employee, the Selected FSMC shall immediately restructure the food service staff without disruption of service.
12. All SFA and/or Selected FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
13. The SFA require the Selected FSMC to perform a criminal background check on any of the Selected FSMC employees that will be working at the SFA and disclose results to the SFA.

#### **H. Professional Standards for School Nutrition Programs Personnel**

In accordance with Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010. The Selected FSMC must follow regulations as described in this section of the RFP which govern the professional standards of its employees and/or employees of the SFA working under the terms and conditions of the Awarded Contract. For these employees, FNS proposed minimum educational requirements for new school nutrition program directors only, based on an LEA size/student enrollment (LEAs with 2,499 students or less, LEAs with 2,500-9,999 students, LEAs with 10,000-24,999 students, and LEAs with 25,000 or more students).

Selected FSMC must provide documentation to show compliance with annual training standards. This documentation shall include at a minimum training hours and topics completed by FSMC staff.

Selected FSMC must provide evidence that the FSMC staff has the knowledge and skill to supply safe and nutritious meals that meet meal requirements.

The proposed standards for SFA employees are summarized in the following two charts:

**Summary of School Nutrition Program Director Professional Standards by Local Educational Agency (LEA) Size**

Minimum Requirements for Directors	Student Enrollment 2,499 or Less	Student Enrollment 2,500–9,999	Student Enrollment 10,000 or More
<p><b>Minimum Education Standards</b> (required-<i>new</i> directors only)</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field;</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor’s degree, or equivalent educational experience, with any academic major or area of concentration, <i>and</i> a state-recognized certificate for school nutrition directors;</p> <p style="text-align: center;"><b>OR</b></p> <p>Associate’s degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; <i>and</i> at least one year of relevant school nutrition programs experience;</p> <p style="text-align: center;"><b>OR</b></p> <p>High school diploma (or GED) <i>and</i> three years of relevant experience in school nutrition programs.</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field;</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor’s degree, or equivalent educational experience, with any academic major or area of concentration, <i>and</i> a state-recognized certificate for school nutrition directors;</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor’s degree in any academic major <i>and</i> at least two years of relevant school nutrition programs experience;</p> <p style="text-align: center;"><b>OR</b></p> <p>Associate’s degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; <i>and</i> at least two years of relevant school nutrition programs experience.</p>	<p>Bachelor’s degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field;</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor’s degree, or equivalent educational experience, with any academic major or area of concentration, <i>and</i> a state-recognized certificate for school nutrition directors;</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor’s degree in any major <i>and</i> at least five years’ experience in management of school nutrition programs.</p>
<p><b>Minimum Education Standards</b> (preferred-<i>new</i> directors only)</p>	<p>Directors hired without an associate’s degree are strongly encouraged to work toward attaining associate’s degree upon hiring.</p>	<p>Directors hired without a bachelor’s degree are strongly encouraged to work toward attaining bachelor’s degree upon hiring.</p>	<p>Master’s degree, or willingness to work toward master’s degree, preferred.</p> <p>At least one year of management experience, preferably in school nutrition, strongly recommended.</p> <p>At least three credit hours at the university level in food service management plus at least three credit hours in nutritional sciences at time of hiring strongly preferred.</p>
<p><b>Minimum Prior Training Standards</b> (required—<i>new</i> directors only)</p>	<p>At least eight hours of food safety training is required either not more than five years prior to their starting date or completed within 30 calendar days of employee’s start date.</p>		

**Summary of Required Minimum Continuing Education/Training Standards,  
for All Local Educational Agency Sizes**

<p><b>New and Current Directors</b></p>	<p>Annually, at least 12 hours (10 hours for SY 2015-16) of continuing education/ training. Includes topics such as:</p> <ul style="list-style-type: none"> <li>• Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures).</li> <li>• Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul> <p>This required continuing education/training is in addition to the food safety training required in the first year of employment.</p>
<p><b>New and Current Managers</b></p>	<p>Annually, at least 10 hours (8 hours for SY 2015-16) of continuing education/training. Includes topics such as:</p> <ul style="list-style-type: none"> <li>• Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures).</li> <li>• The identification of reimbursable meals at the point of service.</li> <li>• Nutrition, health and safety standards.</li> <li>• Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul>
<p><b>New and Current Staff</b> (other than the director and managers) that work an average of at least 20 hours per week</p>	<p>Annually, at least six hours (4 hours for SY 2015-16) of continuing education/training. Includes topics such as:</p> <ul style="list-style-type: none"> <li>• Free and reduced price eligibility.</li> <li>• Application, certification, and verification procedures.</li> <li>• The identification of reimbursable meals at the point of service.</li> <li>• Nutrition, health and safety standards.</li> <li>• Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul>
<p><b>New and Current Part-Time Staff</b> (working less than 20 hours per week)</p>	<p>Each year, at least 4 hours of annual continuing education/training (regardless of number of part-time hours).</p>

**I. Monitoring**

1. The SFA shall monitor the food service operation of the Selected FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.
2. The records necessary for the SFA to complete the required monitoring activities must be maintained by the Selected FSMC under this contract and must be made available to the Auditor General, USDA, the state agency, and the SFA upon request for the purpose of auditing, examination, and review.

**J. Use of Advisory Group/Menus**

1. The SFA shall establish and the Selected FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
2. Check the appropriate box below.
  - The Selected FSMC will complete menu cycles for all programs.
  - The SFA will complete menu cycles for all programs.

3. The Selected FSMC must comply with the 21-day menu cycle and specifications (Attachment N *Minimum Food Specifications* and Attachment O *Sample 21-day Cycle Lunch Menu*) developed for the NSLP. The Selected FSMC must also comply with the menu patterns and cycles as specified by the SFA for the SBP (Attachment P *Sample Breakfast Menu*), ASCSP (Attachment Q *Sample Snack Menu*). Any changes made by the Selected FSMC after the first initial menu cycle for the NSLP, SBP, ASCSP, SFSP, and/or CACFP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1))

#### **K. Use of Facilities, Inventory, Equipment, and Storage**

1. The SFA will make available, without any cost or charge to the Selected FSMC, area(s) of the premises agreeable to both parties in which the Selected FSMC shall render its services.
2. The SFA may request of the Selected 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 CNP. Any additional food service that is a substantive change to the value of the contract which involves a total cost of \$150,000 or more must be reviewed by DPI and be competitively procured.
3. Prior to the start of initial operations, the Selected FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The Selected FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the Selected FSMC and the 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 Selected FSMC's Cost of Business and if lesser, the difference shall be subtracted from the Selected FSMC's Cost of Business. It is understood that all usable food, supplies, and USDA Foods on the SFA's premises are the property of the SFA and not on loan from the Selected FSMC. The Selected FSMC shall **never** remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without authorization from SFA. Any missing usable food, supplies, or USDA Foods will be deducted from the Selected FSMC invoice. Any remaining balance will be billed to the Selected FSMC. 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.
4. In section II, "Designation of Program Expenses to be completed by SFA", part B of this RFP, if SFA designates itself under column II (SFA) as the responsible party for described item; "Equipment—Expendable" (e.g., trays, tableware, glassware, utensils, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the Selected FSMC. Otherwise, if the Selected FSMC is designated in column I (Selected FSMC) with this responsibility, then the Selected FSMC shall maintain this inventory at the inventory level as specified by the SFA.
5. The Selected FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
6. The Selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA's agreement with the DPI.
7. The Selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
8. 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.
9. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the Selected FSMC.
10. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

11. The SFA shall not be responsible for loss or damage to equipment owned by the Selected FSMC and located on the SFA premises.
12. The Selected FSMC shall notify the SFA of any equipment belonging to the Selected FSMC on the SFA premises within 10 days of its placement on SFA premises.
13. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the Selected FSMC for the purposes of inspection and audit.
14. The Selected FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed amendment to the Awarded Contract which stipulates the fees to be paid by the Selected FSMC to the SFA for such facility usage.
15. The Selected FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

#### **L. Purchases**

1. If the Selected FSMC is procuring goods or services which are being charged to the SFA under the Awarded Contract (e.g., equipment), the Selected FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the Selected FSMC may not serve as a 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.
2. Any purchase of food must meet the specification listed in Attachment N *Minimum Food Specifications*.
3. *Written Procurement Procedures*: Selected 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 will need to be kept on file at the SFA. These written procurement procedures will need to be made available during the SFA's procurement review along with all procurement records.

When making purchases on behalf of the SFA, the Selected FSMC may substitute its own procurement procedures. In this event, the Selected FSMC must provide a copy of its procurement procedures to the SFA for approval by the SFA and procurement record requirements. Selected 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.

#### **M. Sanitation**

1. The Selected FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The Selected FSMC shall clean the kitchen and dining room areas as indicated in Attachment L *SFA Site/Building Listing General Data*.
4. The Selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance 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.
5. The SFA shall clean ducts and hoods above the filter line.
6. The Selected FSMC shall comply with all local and state sanitation requirements in the preparation of food.



## **N. Licenses, Fees, and Taxes**

1. The Selected 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 Selected FSMC employees; the Selected FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
2. The Selected FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The Selected FSMC shall comply with all SFA building rules and regulations.

## **O. Nondiscrimination**

Both the SFA and the Selected FSMC agree to the following requirements as outlined in the USDA Nondiscrimination Statement below:

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, 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 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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## **P. Emergency Closing**

1. The SFA shall notify the Selected FSMC of any interruption in utility service of which it has knowledge.
2. The SFA shall notify the Selected FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

**Q. Terms for Termination of the Awarded Contract**

SFA or Selected FSMC may terminate the whole or any part of the Awarded Contract, by written notice from the other party, in any one of the following circumstances:

1. **Termination without Cause.** Either party may terminate the Awarded Contract *without cause* upon ninety (90) days written notice mailed or personally delivered to the other party.
2. **Termination with Cause.** Either party may terminate the Awarded Contract for cause upon sixty (60) days written notice mailed or personally delivered to the other party (Reference 7 CFR 210.16(d)) except for those conditions covered in subsection “v”.

Conditions for cause are as follows:

- a. If Selected FSMC fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by SFA.
- b. If Selected FSMC fails to make progress as to endanger performance of the Awarded Contract in accordance with its terms.
- c. If either party fails to comply with any of the material terms and conditions of the Awarded Contract. Such termination shall become effective if notified party does not cure such failure within a period of ten (10) days after written notice of default.
- d. If either party is declared insolvent or bankrupt.
- e. Notwithstanding the provisions listed above, the SFA may immediately terminate the Awarded Contract with written notice to Selected FSMC for breach/neglect as determined by the SFA when considering such items as:
  - 1) failure to maintain and enforce required standards of sanitation,
  - 2) failure to maintain proper insurance coverage as outlined by the Awarded Contract,
  - 3) failure to provide required periodic information/statements, or
  - 4) failure to maintain quality of service at a level satisfactory to the SFA.

The SFA is the responsible authority without recourse to USDA or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

Upon termination, SFA may procure, upon such terms as it shall deem appropriate, services similar to those terminated. Selected FSMC shall continue performance of the Awarded Contract to the extent not terminated.

Neither the Selected FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Awarded Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the Selected FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

**R. Nonperformance by Selected FSMC**

1. In the event of the Selected FSMC’s nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Selected FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The Selected FSMC shall pay the SFA the full amount of any meal overclaims or meal pattern violations which are attributable to the Selected FSMC’s negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the Awarded Contracts.

## S. Offeror Qualifications

1. **Offeror Experience:** Offeror must have a minimum of 5 years of experience in the food business and must maintain a current business license from the State of Wisconsin. Distributors shall provide documentation of applicable license, certification, and/or commercial experience upon request.

Distributors will need to provide information in the narrative section regarding any litigation, arbitration, mediation, administrative proceeding, or like matter related to their business activities in which they are currently a party or in which they were a party within the last five (5) years.

2. **Business Ethics:** Offeror must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from receiving the Awarded Contract. Offeror will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

Selected FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the named party. Selected FSMC agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval. Selected FSMC further agrees not to refer to the Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by the SFA.

Offeror acknowledges that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. **Offeror also acknowledges that no one connected to the company has had any connection with the development or drafting of this RFP.**

Offeror will be disqualified from the evaluation process and opportunity to be awarded a contract under the following conditions:

- a. Contacting SFA employee in reference to this RFP outside the person listed as the contact person for this RFP.
  - b. Contacting a SFA employee in a method not described in this RFP; such as communicating with SFA employee in reference to this RFP using a method other than written letter or email, or speaking with SFA employee outside Pre-Proposal Conference and Site Visit.
  - c. Offering SFA technical or other advice, outside of sealed Proposal or request for clarification of Proposal, on preparing the RFP, during the solicitation of Proposals, or during the evaluation of Proposals.
  - d. Misrepresenting Offeror's company as a government agency or other entity in an attempt to deceive SFA.
3. **Conflict of Interest:** Offeror must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify Offeror from participating in this RFP or receiving any award related to this RFP. Offeror's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in its Proposal any such matters which do exist is a material breach of Awarded Contract which would void the submitted Proposal or any resulting Awarded Contracts, and subject Selected FSMC to removal from all procurement lists and possible criminal prosecution.
  4. **Code of Ethics:** Offeror must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. The code of standards must include:
    - a. No employee, officer, or agent of Offeror shall participate in selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved.

- b. The Offeror's officers, employees or agents will neither offer, solicit, nor accept gratuities, favors or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.
- c. Offeror may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the Offeror's officers, employees, or agents, or by contractors or their agents.
- d. Offeror's Code of Ethics must be signed by an authorized person and attached with the Proposal.

## T. Certification

1. The Selected FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
2. The Selected FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the Selected FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
3. The Selected FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The Selected FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.
5. **Buy American:** Selected FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of applicable goods and services sold through Child Nutrition Programs the SFA participates, USDA Regulation 7 CFR Part 250. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.

This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines:

*"domestic commodity or product"* as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that

*"substantially"* means over 51% from American products." Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.

Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For the purpose of the Awarded Contract the requirement means that applicable goods and services procured on behalf of or by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups, which comprises reimbursable meals.

The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

The Offeror by signing the Offeror's Proposal is certifying meals sold through the SFA's nutrition program are prepared and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.

If requested by the SFA, state, or federal government, the Selected FSMC will supply evidence supporting compliance with the Buy American provision. Additional clarification regarding the Buy American Provision can be found in *USDA Memo Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program SP 38-2017* dated 06/30/17.

In the event a domestic product is not available, the Selected FSMC must;

- Requests consideration from SFA (written documentation require) on the use of domestic alternative foods before approving an exception.
  - Document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
6. The Selected FSMC has signed Attachment S *Independent Price Determination Certificate* which was attached as an addendum to the Offeror's Proposal and which is incorporated herein by reference and made a part of the Awarded Contract.
  7. The Selected FSMC has signed Attachment T Suspension and Disbarment Certification which was attached as an addendum to the Offeror's Proposal and which is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more (Reference 7 CFR §3017).
  8. The Selected FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
  9. The Selected FSMC has signed Attachment U Lobbying Certification which was attached as an addendum to the Selected FSMC's Proposal and which is incorporated and made a part of the Awarded Contract. If applicable, the Selected FSMC has also completed and submitted Attachment V Standard Form-LLL, Disclosure of Lobbying Activities or will complete and submit as required in accordance with its instructions included in Attachment W.
  10. The Selected FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
  11. The Selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  12. The federal Supplemental Nutrition Assistance Program (SNAP) provides benefits to low-income households to buy food. In Wisconsin, the program is referred to as FoodShare Wisconsin, or simply "FoodShare".

13. USDA Regulation 7 CFR Part 16, Equal Opportunity for Religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or “faith-base”) organizations should be able to compete on an equal footing with other organizations for USDA assistance.
14. The Selected FSMC shall comply with all other pertinent state and federal laws.
15. **Recovered Materials:** To the maximum extent practicable, the Selected FSMC will comply with 2 CFR §200.322, Procurement of Recovered Materials, which states the SFA and Selected FSMC in performance of the Awarded Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
16. The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected FSMC and SFA to do the following with contracting:
  - a. The Selected FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
    - 2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
    - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
    - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
    - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
17. The Selected FSMC and SFA agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If in the performance of the Awarded Contract, any actions meets the requirements of this subsection including definition of “funding agreement” under 37 CFR §401.2 (a) and resulting Awarded Contract is 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 Selected FSMC and SFA 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.

18. The Selected FSMC and SFA agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the SFA 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.

**19. Assurance of Civil Rights Compliance**

The Selected FSMC and local agency 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 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.

By incorporating this assurance into this Agreement, the Selected FSMC and local agency 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 State agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

#### **U. Miscellaneous**

1. The Selected FSMC shall comply with the provisions of its submitted proposal specifications, which are hereby in all respects made a part of the Awarded Contract including all agreed to negotiations between SFA and Selected FSMC which have been reviewed by DPI.
2. No provision of the Awarded Contract shall be assigned or subcontracted without prior written consent of the SFA.
3. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
4. 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.
5. 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 the Awarded Contract.
6. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
7. The Awarded Contract is subject to review by the DPI.

#### **V. Insurance**

1. The Selected FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Wisconsin. A Certificate of Insurance of the Selected FSMC's insurance coverage indicating these amounts must be submitted at the time of the Awarded Contract. The information below must be completed by the SFA.
2. Comprehensive General Liability—includes coverage for:
  - a. Premises—Operations
  - b. Products—Completed Operations
  - c. Contractual Insurance
  - d. Broad Form Property Damage
  - e. Independent Contractors
  - f. Personal Injury

\$2,000,000 Combined Single Limit.
3. Automobile Liability: \$2,000,000 Combined Single Unit.
4. Workers' Compensation-Statutory; Employer's Liability: \$\$1,000,000.
5. Excess Umbrella Liability: \$3,000,000 Combined Single Unit.
6. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Selected FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.



7. The Selected FSMC shall direct its insurance company to provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

**W. Acquisition of Equipment, Marketing Materials, or Supplies for the Food Service Program**

1. The following provisions will not apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:
  - a. The Selected FSMC may not purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed \$\_\_\_\_\_. The Selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to the SFA as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacture logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to the SFA. Purchases made by the Selected FSMC that are part of and/or included in the fixed meal price, administration fee, or management fee are excluded from this subsection of the RFP and as a result, such purchases may contain FSMC logos.
  - b. If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under the awarded contract (*select one*).
    - Reimburse the Selected FSMC the unpaid portion of the equipment.OR
    - Deliver and return ownership of the equipment or other items to the Selected FSMC.OR
    - Lease purchase the equipment or other items funded by the Selected FSMC and continue to pay the Selected FSMC a monthly payment in the amount invoiced when the equipment was purchased until the balance is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the Selected FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.
2. Except as otherwise expressly provided in this contract, the Selected FSMC will defend, indemnify, and hold the 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 sole negligence, misconduct, or other fault of the Selected 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 the SFA, its employees or agents. This clause shall survive termination of the Awarded Contract.
3. The SFA and the Selected FSMC shall work together to ensure a financially sound operation.
4. **Assumptions:** Financial terms of the Awarded Contract 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, the Awarded Contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
  - a. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
  - b. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.

- c. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the Awarded Contract year, will continue to be available.
- d. The government reimbursement rates in effect shall remain materially consistent throughout the year.
- e. Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
- f. 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 year.
- g. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- h. The projected number of full feeding days is 175.
- i. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

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

#### **X. Trade Secrets and Proprietary Information**

1. As a result of federal, state, and local open records laws and regulations, during the term of the Awarded Contract, the Selected FSMC must provide the SFA access certain proprietary materials as deemed by the Selected FSMC. These records include menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the Selected FSMC), and similar compilations regularly used in Selected FSMC's business operations resulting from the Awarded Contract.

So long as no conflict exists with federal, state, and local open records laws and regulations, the SFA shall not disclose any of the Selected FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Awarded Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the Selected FSMC. All trade secrets and other confidential information shall remain the exclusive property of the Selected FSMC and shall be returned to the Selected FSMC immediately upon termination of the Awarded Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods.

Without limiting the foregoing and except for software provided by the SFA, the SFA 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 Selected 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 Awarded Contract.

2. In the event of any breach of this provision, the Selected FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA's obligations under this section are subject to, but not limited by, its obligations under the Wisconsin Open Records Law, Wisconsin Statute Sect. 19.31-19.39. This provision shall survive the termination of the Awarded Contract.
3. 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 including copyrights.

**Y. Summer Food Service Program (SFSP)**

- Only required if this box is checked. The SFSP may be added to the Awarded Contract using the [Amendment to the Food Service Management Company Base Contract for the Addition of SFSP and/or CACFP Child Nutrition Program\(s\)](#). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

The SFA's SFSP will operate under the SBP/NSLP for each of SFA sites listed below.

SFA SFSP site locations:

- Messmer High School
- Messmer Saint Mary
- Messmer Saint Rose

SFA Summer School: 19 days of operation

**Z. Child and Adult Care Food Program (CACFP)**

- Only required if this box is checked. The CACFP may be added to the Awarded Contract using the [Amendment to the Food Service Management Company Base Contract for the Addition of SFSP and/or CACFP Child Nutrition Programs](#). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

**AA. Fresh Fruit and Vegetable Program (FFVP)**

- Only required if this box is checked. The FFVP may be added to the Awarded Contract using the [Fresh Fruit and Vegetable Program \(FFVP\)](#). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

## List of RFP Attachments

Attachment and Title		Completed by	
		SFA	Offeror
	Projected Operations – Expenditures		
A.1	• Current Operations—Labor Worksheet	X	
A.2	• Proposed Operations—Labor Worksheet		X
A.3	• Current Operations—Fringe Benefit Cost Worksheet	X	
A.4	• Proposed Operations—Fringe Benefit Cost Worksheet		X
B	Equipment (Expendable and Nonexpendable) and Implementation Cost	Only if Applicable	Only if Applicable
C	Projected Operations – Revenue, Pages 1 - 3		
	• Projected Operations—Revenue, Page 1: In-School Revenue	X	
	• Projected Operations—Revenue, Page 2: Federal Reimbursement	X	
	• Projected Operations—Revenue, Page 3	X	
D	Proposed Fixed Meal Rates	X	X
E	Proposed Operations—Profit or Loss		X
F	Proposal Agreement Page	X	X
G	SFA Specifications on Average Daily Participation for NSLP	X	
H	SFA Specifications on Average Daily Participation for SBP	X	
I	SFA Specifications on Average Daily Participation for ASP	X	
J	SFA Specifications on Average Daily Participation for the SMP	X	
K	SFA Specification Worksheet on Average Daily Participation (ADP)—WISDMP	X	
L	SFA Site/Building Listing General Data	X	
M	SFA Site/Building Listing of Service to Be Provided	X	
N	Minimum Food Specifications	X	
O	Sample 21-Day Cycle Lunch Menus	X	
P	Sample __ Day Cycle Breakfast Menus	X	
Q	Sample __ Day Cycle After School Care Snack Menus	X	
R	Holiday Schedule	X	
S	Independent Price Determination Certificate	X	X
T	Suspension and Debarment Certification		X
U	Lobbying Certification		X
V	Disclosure of Lobbying Activities		X
W	Instructions for Completion of Disclosure of Lobby Activities Form		

## Attachment A.1: Current Operations—Labor Worksheet

See Excel worksheet to complete Attachment A.1.

**NOTE:** Use actual rates for SFA; do not use a prorated statewide average benefit rate.

## **Attachment A.2: Proposed Operations—Labor Worksheet**

See Excel worksheet to complete Attachment A.2.

## **Attachment A.3: Current Operations—Fringe Benefit Cost Worksheet**

See Excel worksheet to complete Attachment A.3.

## **Attachment A.4: Proposed Operations—Fringe Benefit Cost Worksheet**

See Excel worksheet to complete Attachment A.4.



## **Attachment B: Equipment and Implementation Costs— Expendable and Nonexpendable**

See Excel worksheet to complete Attachment B.

## **Attachment C: Projected Operations—Revenue (In-School Revenue)**

See Excel worksheet to complete Attachment C.1.

## **Attachment C: Projected Operations—Revenue (Federal Reimbursement)**

See Excel worksheet to complete Attachment C.2.

## **Attachment C.3: Projected Operations—Revenue**

See Excel worksheet to complete Attachment C.3.

## **Attachment D: Proposed Fixed Meal Rates**

See Excel worksheet to complete Attachment D

## **Attachment E: Proposed Operations—Profit or Loss**

See Excel worksheet to complete Attachment E.

## Attachment F: Proposal Agreement Page

**FSMC**  
Complete section below.

**THE UNDERSIGNED HEREBY OFFERS** to provide the services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

**FURTHERMORE, I CERTIFY** that, consistent with Section I. subsection R of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Offeror.

FSMC Name

FSMC Street Address	City	State	Zip
Signature of Authorized Representative ➤		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

**SFA**  
Complete section below.

### Awarding of the Contract

SFA by signing below is awarding the contract for this RFP to the Offeror of this proposal, herein referred to as "Selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and Offeror will be incorporated in to this Awarded Contract.

The undersigned hereby accepts Offeror's services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

SFA Name

SFA Street Address	City	State	Zip
Signature of Authorized Representative ➤		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

## **Attachment G: SFA Specification Worksheet on Average Daily Participation (ADP)—NSLP**

See Excel worksheet to complete Attachment G.



## **Attachment H: SFA Specification Worksheet on Average Daily Participation (ADP)—SBP**

See Excel worksheet to complete Attachment H.

## **Attachment I: SFA Specification Worksheet on Average Daily Participation (ADP)—ASP**

See Excel worksheet to complete Attachment I.

## **Attachment J: SFA Specification Worksheet on Average Daily Participation (ADP)—SMP**

See Excel worksheet to complete Attachment J.

## **Attachment K: SFA Specification Worksheet on Average Daily Participation (ADP)—WISDMP**

See Excel worksheet to complete Attachment K.

## **Attachment L: SFA Site/Building Listing—General Data**

See Excel worksheet to complete Attachment L.

## **Attachment M: SFA Site/Building Listing—Services to Be Provided**

See Excel worksheet to complete Attachment M.

## **Attachment N: Minimum Food Specifications**

### **To be completed by SFA**

DPI does not approve, evaluate or endorse specifications. Examples may include the following listed below.

**Meat/Seafood**—All meats, meat products, poultry products, and fish must be government-inspected.

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

**Dairy Products**—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

**Fruits and Vegetables**

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

**Baked Products**

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

**Staple Groceries**

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

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see exhibit A for meal pattern requirements).

## Attachment N: Minimum Food Specifications (cont'd)

### Exhibit A: Meal Pattern Requirements

Food Components	Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food <sup>a</sup> per Week—(minimum per day)		
Fruits (cups) <sup>b</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>b</sup>	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>c</sup>	½	½	½
Red/Orange <sup>c</sup>	¾	¾	1¼
Beans and peas (legumes) <sup>c</sup>	½	½	½
Starchy <sup>c</sup>	½	½	½
Other <sup>c,d</sup>	½	½	¾
Additional Vegetables to Reach Total <sup>e</sup>	1 <sup>e</sup>	1 <sup>e</sup>	1½ <sup>e</sup>
Grains (oz eq) <sup>f</sup>	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>g</sup>	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>h</sup>	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Target 1 (mg) <sup>h,i</sup>	≤1,230	≤1,360	≤1,420
Trans fat <sup>h,j</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.		

- <sup>a</sup> Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
- <sup>b</sup> One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- <sup>c</sup> Larger amounts of these vegetables may be served.
- <sup>d</sup> This category consists of “Other vegetables” as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.
- <sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- <sup>f</sup> All grains must be whole grain-rich. Exemptions are allowed as specified in paragraph (c)(2)(iv)(B) of this section.
- <sup>g</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored as specified in paragraph (d)(1)(i) of this section.
- <sup>h</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.
- <sup>i</sup> Sodium Target 1 (shown) is effective from July 1, 2014 (SY 2014-2015) through June 30, 2019 (SY 2018-2019). For sodium targets due to take effect beyond SY 2018-2019, see paragraph (f)(3) of this section.
- <sup>j</sup> Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.



## Attachment N: Minimum Food Specifications (cont'd)

### Exhibit A: Meal Pattern Requirements

Food Components	Breakfast Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food <sup>a</sup> per Week—(minimum per day)		
Fruits (cups) <sup>b c</sup>	5 (1)	5 (1)	5 (1)
Vegetables (cups) <sup>b c</sup>	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq) <sup>d</sup>	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) <sup>e</sup>	0	0	0
Fluid milk <sup>f</sup> (cups)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>g h</sup>	350-500	400-550	450-600
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Target 1 (mg) <sup>h i</sup>	≤540	≤600	≤640
Trans fat <sup>h j</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.		

- <sup>a</sup> Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
- <sup>b</sup> One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- <sup>c</sup> Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.
- <sup>d</sup> All grains must be whole-grain-rich. Exemptions are allowed as specified in paragraph (c)(2)(iv)(B) of this section. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- <sup>e</sup> There is no meat/meat alternate requirement.
- <sup>f</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored as specified in paragraph (d) of this section.
- <sup>g</sup> The average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- <sup>h</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- <sup>i</sup> Sodium Target 1 (shown) is effective from July 1, 2014, (SY 2014-2015) through June 30, 2019, (SY 2018-2019). For sodium targets due to take effect beyond SY 2018-2019, see paragraph (f)(3) of this section.
- <sup>j</sup> Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

## **Attachment O: Sample 21-Day Cycle Lunch Menu**

Attach a sample 21-day cycle lunch menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

## **Attachment P: Sample     -Day Cycle Breakfast Menu**

Attach a sample \_\_\_\_-day cycle breakfast menu prepared by the SFA. This menu must be used for the first \_\_\_\_-day cycle of the new school year.

## **Attachment Q: Sample    -Day Cycle Snack Menu**

Attach a sample \_\_\_\_-day cycle snack menu prepared by the SFA. This menu must be used for the first \_\_\_\_-day cycle of the new school year.

## **Attachment R: Holiday Schedule**

Holiday Schedule to be inserted here by SFA.

## Attachment S: Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Name of School Food Authority

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

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to 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 for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror 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 other Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company's Authorized Representative  ➤	Title	Date Signed <i>Mo./Day/Yr.</i>
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**IN ACCEPTING THIS OFFER**, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority  ➤	Title	Date Signed <i>Mo./Day/Yr.</i>
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**NOTE: Accepting an Offeror's offer does not constitute award of the contract.**


## Attachment T: Suspension and Debarment Certification

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

**(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.

Name of Food Service Management Company	PR/Award Number or Project Name <i>Example: Awarding of FSMC contract</i>
Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative 	Date Signed <i>Mo./Day/Yr.</i>

### Instructions for Suspension Debarment Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on this page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to 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 “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Guidance Memorandum 12C, revision date 06/13

See the DPI CACFP website at [http://fns.dpi.wi.gov/fns\\_centermemos](http://fns.dpi.wi.gov/fns_centermemos) for the most current version.



## Attachment U: Lobbying Certification

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:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a Federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Submitting Official	Title of Submitting Official	
Name of Organization	Address of Organization	
Signature of Submitting Official ➤	Date Signed <i>Mo./Day/Yr.</i>	



## Attachment W: Instructions for Completion of Disclosure of Lobbying Activities Form

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, 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 Item 5.
  - 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 name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) 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.
11. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
14. Check whether Continuation Sheets are enclosed.
15. 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 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.