REQUEST FOR PROPOSAL AND CONTRACT

Nonprofit School Food Service
Food Service Management Company

For

Norwich School District
School Administrative Unit 70
22 Church Street
Norwich, VT

School Year 2023-2024

Proposal Due:
June 8, 2023

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USDA Non-Discrimination Statement for

Child Nutrition Programs

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

This institution is an equal opportunity provider.

Assurance of Civil Rights Compliance

The SFA 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 SFA 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 accepting this assurance, the SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA.

General Information

A. Request for Proposal. This document contains a Request for Proposal for providing food service management services for:
Norwich School District School Food Authority's (SFA) participation in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the FSMC and the School Food Authority. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The USDA, State of Vermont, or Agency of Education is never a party to any contract between an SFA and a Food Service Management Company (FSMC). The Vermont Agency of Education has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

B. Intent. This solicitation is for the purpose of entering into a **fixed price per meal** contract with a Food Service Management Company referred to as Food Service Management Company (FSMC), and:

Norwich School District hereinafter referred to as School Food Authority (SFA).

C. Procurement method. Procurement Method will be the Competitive Sealed Proposal for a firm, fixed price per meal contract with annual price adjustment as indicated in section 2.3.

D. Goals. The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students;

- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, incorporating local foods as allowable and improving planning to operate a cost-effective and efficient program;

- Maintain the food service program to provide high quality meals to support the health and well-being of students and staff in the school;

E. Pre-proposal conference. A meeting with interested proposers to review the specifications; to clarify any questions; and for a walk-through of the facilities with school officials will be held on

- May 11, 2023 at 10:00 a.m.
- Location: _Norwich School District, 22 Church Street, Norwich, VT. .

1. **Questions for pre-proposal conference.** Submit questions regarding the RFP in writing by 12 Noon EST on May 10, 2023 to Laurie Colgan, lauriemcolgan@gmail.com.
   SFA will acknowledge receipt of questions no later than 4:00 p.m. EST on May 15, 2023

   a. Questions submitted prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference.

   b. Questions from the floor at the Pre-Proposal Conference may or may not be answered at the Pre-Proposal Conference.

   c. All questions presented at the Pre-Proposal Conference will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-

Proposal Conference.

F. Proposal submission and award.

1. Proposals are to be submitted by 12:00 noon EST on June 8, 2023 to:

   Name of SFA: _Norwich School District_____
   Mailing Address: _SAU 70_____
   Physical Address: _41 Lebanon St, Suite 2 _____
   City/State/Zip _Hanover, NH 03755_____

   Proposals will not be accepted after this time. Proposal is to be submitted in an envelope marked ***Food Service Management Proposal.***

2. Evaluation of proposals is expected to begin on June 9, 2023 and be completed by June 14, 2023. The projected award date for the contract is June 20, 2023. These dates are subject to change based upon the number and nature of received proposals, SA approval process, and any unforeseen factors.

3. To be considered, each proposer must submit a complete response to this solicitation ***using the forms provided.*** There must be no material change to the contract language.

4. The SFA will provide no relief for errors or omissions in the proposal submitted in response to this document.

5. All proposals shall remain valid and subject to acceptance for a period of ninety (90) days after the proposal opening date.

6. Award shall only be made to a responsible proposer whose proposal is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.

7. Proposers are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the proposer's own risk. SFA is not liable for any cost incurred by the proposer prior to the signing of a contract by all parties. Paying FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.

   If additional information is required, please contact:
   _Jamie Teague, Business Manager, jamieteague@hanovernorwichschools.org

G. Late proposals. Any proposal received after the exact time specified for receipt in Section E above will not be considered.

H. Free and Open Competition. SFAs shall conduct all procurement transactions in a manner that provides maximum free and open competition consistent with Title 2, Code of Federal Regulations **(2 CFR), Part 200.319(a)(1-7)**.

I. Award criteria.
Proposals will be evaluated by a committee against the criteria found in **Attachment 2.** Each area of the award criteria must be addressed in detail in the proposal.

J. State Agency Review. **7 CFR 210.19** requires the State Agency to review each contract between any SFA and FSMC annually to ensure compliance with program regulations. Regulations require the SA's approval of each contract and renewal year amendment before the contract is executed.

1 SCOPE AND PURPOSE

1.1 Duration of Contract. This contract shall be for a period of up to one (1) year, beginning on July 1, 2023 and ending on June 30, 2024, with four (4) renewals of one (1) year each with mutual agreement between SFA and FSMC.

1.2 Independent Contractor. FSMC shall be an independent contractor and not an employee of SFA. The employees of the FSMC are not employees of the SFA.

1.3 Permanent Agreement. FSMC shall operate in conformance with SFA's Permanent Agreement with VT Agency of Education.

1.4 Scope of Operations. Only the programs checked below will be included in the awarded contract. The programs checked below shall be the same as those listed in Exhibit A-3. If a program is added later, the appropriate procurement procedures must be followed.

Currently Operating Programs are those programs that the SFA currently runs at sites. Projected units in the Bid Summary Pricing will be based on current data.

Expected Future Programs are programs that the SFA reasonably expects to begin in the next five years, the time frame that the contact could encompass with the maximum contract extensions. Available program data (such as student enrollment) will be used to project units in the Bid Summary Pricing and FSMCs will summit bid prices.

Reserve the Right to Implement should be used for programs that the SFA would like to have the option of implementing in the next five years but does not have current data on. The FSMC will not bid prices for these programs. The SFA and FSMC may negotiate a unit price at a later date for these programs. If an agreement cannot be reached on unit pricing, the program will not be operated by the FSMC.

Program	Currently Operating Program	Expected Future Program	Reserve the Right to Implement
National School Lunch Program (NSLP)	X		
School Breakfast Program (SBP)	X		
After School Snack Service			
Summer Food Service Program (SFSP)			
Child & Adult Care Food Program (CACFP)			
Fresh Fruits and Vegetables Program (FFVP)			X
A la carte Sales	X		
Vended Meals			

FSMC shall have the exclusive right to operate the above Currently Operating and Expected Future Program(s) at the sites specified by SFA in Exhibit A-3.

FSMC shall be responsible for all procurement of products as necessary to achieve pricing per bid meal.

1.5 Program Beneficiaries. The food service provided shall be operated and maintained as a benefit to SFA's students, faculty, and staff.

1.6 Maximum Participation. The food service shall be managed to promote maximum participation in the Child Nutrition Programs.

1.7 Responsibility for Program. SFA shall be legally and financially 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 SA and USDA regarding each of the CNPs covered by this contract.

1.8 Establishing Prices. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals, milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. Please note that all food sold to students during the school day that is not part of a reimbursable meal is subject to USDA Smart Snack requirements.

1.9 Additional Services. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries. SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after SFA's regularly scheduled lunch or breakfast periods, provided such service is not prohibited by federal program regulations.

1.10 Nutrition Education. FSMC shall cooperate with SFA in promoting nutrition education and coordinating SFA's food service with classroom instruction.

1.11 Regulatory Compliance. FSMC shall comply with the rules, regulations, policies, and instructions of the SA and USDA and any additions or amendments thereto, including **7 CFR 210, 215, 220, 225, 226, 245, and 250, as well as 2 CFR 200, 400, and 415** as applicable.

1.12 Food Service Staff. FSMC shall provide necessary staff to manage the food service operations as proposed and supervise all FSMC employees as designated in Section 3 of this document under DESIGNATION OF PROGRAM EXPENSE.

1.13 Special Dietary Needs.

a. FSMC shall make modifications in the food components of the meal pattern to accommodate students with disabilities. A medical statement from a professional licensed to write prescriptions must accompany any school meal modification made outside of the meal pattern requirements. Modifications shall be made in accordance with guidance provided by the Accommodating Children With Disabilities in the School Meal Programs Manual.
    i. For CACFP and SFSP, please reference the Policy Memorandum on Modifications to Accommodate Disabilities in the Child and Adult Care Food Program and Summer Food Service Program.

b. There will be no additional charge to the student for meal modifications which have been made to accommodate disabilities per this section of the contract.

1.14 Gifts from FSMC. SFAs shall maintain a written code of standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved;

a. The employee, officer or agent;
b. Any member of his immediate family;
c. His or her partner; or
d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

1.15 Tracking for the Local Foods Incentive Grant. The FSMC will track all locally produced food purchases in accordance with Vermont's Local Foods Incentive state grant program. On a monthly basis, the FSMC will provide the SFA with a record of the locally produced food purchases made and the receipts for those purchases. The minimum level of detail required in tracking purchases is a spreadsheet detailing invoice dates, invoice numbers, and the amount ($) spent on qualifying locally produced foods for each specified invoice. Additionally, the associated invoices (or copies), with the qualifying products highlighted, should be easily retrievable if requested during an audit.

1.16 Universal Meals Option. The SFA reserves the right to opt into and out of a universal free meals option, under which meals are offered to students at no charge, at a later date under this contract if State and Federal laws allow. This could include the Community Eligibility Provision, Provision 2, or another method of offering meals to all students at no charge. If the SFA transitions to universal free meals or ends universal free meals, the FSMC per meal rates will remain the same.

1.17 Changes/Amendments. Once approved by the SA, any further changes or amendments to this contract must be approved by the SA prior to execution.

2 FEES AND FINANCIAL TERMS

2.1 Fixed Fee Price. The FSMC will be paid at a fixed rate per meal. A fixed-price/fee, which is permissible either under an IFB or RFP, takes the form of a unit charge where the unit may be per meal or per time period, typically a year. The fee charged is expected to cover all program costs. A per meal management fee may also be added if clearly stated in the bid. Such fees are to be fixed for the entire contract duration and for renewals unless a provision allowing for periodic cost adjustment is otherwise stated in the original solicitation.

The SFA must receive the full value of USDA Foods; i.e., credits or reductions. The proposed meal rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC. Additionally, the fixed meal rate for meals must be calculated as if no USDA Foods were available. The FSMC is responsible for reporting monthly to the SFA the meal counts by program type, USDA Foods received, and any other costs on their invoice. Adjustments must be accomplished on the monthly invoice from the FSMC and reconciled by an annual adjustment. The method of determining the donated food values that will be used in crediting in accordance with **7 CFR 250.51(c),** or the actual donated food values must be included in the contract documents.

2.2 Bid Summary Form. All proposals must be calculated based on the menu(s) in Exhibit(s) B-6 and B-7 and on the projected annual units provided on the Bid Summary Pricing form (Attachment 1), both attached herein. All proposals shall be submitted using the Bid Summary form. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

2.3 Annual Escalator. The fixed price per meal/lunch equivalent is subject to an annual escalator provision as stipulated in this contract by the SFA for annual renewals. Adjustment factors must reflect changes in federal Consumer Price Index for Food Away from Home as of the February preceding the year of renewal, if applicable. This escalator provision is for the fixed meal rate only, it does not apply to any management or administrative per meal fees.

2.4 Payment Terms. FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. SFA shall make payments within 30 business days of the invoice date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

2.5 Discounts, Rebates, and Credits. The SFA will pay the FSMC at a fixed rate per meal. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, Code of Federal Regulations (7 CFR), parts 210, 215, and 220, 225, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations [2 CFR], sections 200 & 400).

2.6 Nonprofit Food Service Account. All income accruing as a result of payments by children and adults, federal reimbursements, and all other sources (including, but not limited to, donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans) shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

2.7 Failure to Comply. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of the Contract, the FSMC shall assume responsibility for the amount denied.

2.8 Meal Equivalents Defined:

a. **Management Fee Meal Equivalents.** For fixed-price per meal purposes, each reimbursable lunch and supper shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) (.666) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) (.25) of a meal/meal equivalent.

b. **A la Carte Meal Equivalent Factor**. For cash meal sales other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and reimbursable snack sales, (including sales of adult meals, a la carte meals, snack bar, catering, vending, and any other function sales) by the Meal Equivalent Factor as determined by the VT AOE. For the purposes of the Contract, a la carte shall be inclusive of all foods and beverages sold to students that do not constitute a component of a reimbursable meal plus all foods and beverages sold to adults during any and all meal services provided within the scope of the Contract.

The Meal Equivalent Factor will be posted on the VT AOE website each year.

2.9 Unallowable Costs. Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service account. The SFA will not pay unallowable expenses from the SFA's nonprofit school food service account. **(2 CFR, Section 200.449).**

2.10 Spoiled or Unwholesome Food. The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract **(7 CFR, Section 210.16[c][3]).**

2.11 Allowable Costs.

a. 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 FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA.

When submitting costs to SFA for payment, FSMC must identify the amount of the 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 food service account).

b. FSMC's determination of its allowable costs must be made in compliance with the applicable Program regulations and OMB cost circulars.

c. SFA must receive the full value of all USDA Foods, i.e., credits or reductions of FSMC costs. Specific requirements for USDA Foods are discussed further in section 6 of this document.

d. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information monthly. 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.

e. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, SA, or USDA.

f. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.

2.12 Invoice Structure. The FSMC shall submit the following supporting documents to the SFA monthly:

i. Daily meal counts by benefit category by school for each program and service provided including: NSLP, SBP, FFVP, SSO, SFSP, CACFP and the After School Snack Service as applicable
ii. Monthly summary of value of USDA foods used
iii. Monthly summary of value of USDA foods delivered
iv. Monthly summary of revenues from all sales by category including but not limited to paid meals, a la carte foods and beverages, vending, adult meals and catering as applicable.

Daily meal production records by program for all participating schools should also be available on demand or the SFA should be given 24/7 online access.

2.13 Fresh Fruit and Vegetable Program. FSMCs operating the Fresh Fruit and Vegetable Program will be paid on a reimbursable basis for allowable costs (food, labor, and equipment) from the nonprofit school food service account net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

2.14 Separate Billing. The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

3 DESIGNATION OF PROGRAM EXPENSE

3.1 Allocation of Expenses. FSMC guarantees to SFA that FSMC shall be responsible for the expenses as checked under Column I, and these expenses will be factored into the fixed price fees as bid. FSMC shall be responsible for negotiating/paying all employee

fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. FSMC shall factor these expenses into the fixed price per meal that will be billed to SFA. SFA shall pay directly for the expenses as checked under Column II. Any expenses that will be not applicable to the contract shall be marked with N/A.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR:		
Managers and/or Supervisors	X	
Full and Part-time Workers	X	
EMPLOYEE BENEFITS:		
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD:		
USDA Foods		
Handling and Processing Charges	X	
Commercial Distribution Charges	X	
Commercial Foods	X	

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
OTHER EXPENSES:		
Accounting		
Bank Charges	X	
Data Processing	X	
Recordkeeping	X	
Processing and Payment of Invoices	X	
Equipment — Major		
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment — Minor (trays, tableware, glassware, utensils)		
Original Purchase		X
Replacement		X
Cleaning/Janitorial Supplies	X	
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Point of Sale System and associated equipment		X
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License	X	
Telephone		
Local		X
Long Distance		X
Training	X	
Transportation of meals	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel	X	
Required	X	
Requested	X	
Utilities		X
Vehicles	X	

4 SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 **Signature Authority**. SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, programs indicated in Section **1.4**, and the monthly claim for reimbursement. **(7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))**

4.2 **Financial Responsibility**. SFA shall retain control of the school food service account and overall financial responsibility for the school nutrition program. **[7 CFR 210.14 (a)]**

4.3 **Daily Operation**. SFA shall supervise and retain control of the FSMC's daily operation of the food service establishment described in the school food authority's agreement; retain control of the quality, extent and general nature of the food service operation; establish all prices for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte sales including vending machines, and adult/non-program meals; and monitor the performance of the FSMC under this agreement through periodic on-site visits. **[7 CFR 210.16(a)(2)(3)(4)]**

4.4 **USDA Foods**. SFA shall ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. **[7 CFR 210.16(a)(6)].** The SFA shall ensure that the maximum amount of USDA Foods is received and utilized by the FSMC prior to the end of the school year. **[7 CFR 210.9(b)(15)]**

4.5 **Health Certification**. SFA shall maintain all applicable health certification and be assured that the FSMC is meeting all State and local regulations in preparing or serving meals at school food authority facilities. **[7 CFR 210.16(a)(7)]**

4.6 **Advisory Board**. SFA shall establish and maintain a food service advisory board composed of parents, teachers, and students to assist in menu planning. The advisory board shall meet at least twice per year, and at least once prior to November 1st. Meeting agendas and minutes shall be maintained by the SFA**. [7 CFR 210.16(a)(8)]**

4.7 **Findings**. SFA shall ensure resolution of program review and audit findings. **[7 CFR 210.9(b)(17); 210.18(k)(1)(2)]**

4.8 **Cycle Menu**. SFA shall provide a 21-day cycle menu. The FSMC shall adhere to the cycle menu for the first 21 days of operation. Changes thereafter may be made with the approval of the SFA. **[7 CFR 210.16 (b)(1)]**

4.9 **Eligibility Roster.** SFA shall be responsible for the establishment and maintenance

of the free and reduced-price meals eligibility roster. SFA is ultimately responsible for assuring the accuracy of this roster.

4.10 **Eligibility Application.** SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals **[7 CFR 245.6]**; Direct Certification; and determination of eligibility for free or reduced –price meals. FSMC may act as an agent for SFA related to these responsibilities

4.11 **Verification of Eligibility.** SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations and will conduct any hearings related to such determinations. **[7 CFR 245.6a]**. FSMC may act as an agent for SFA related to verification of applications.

4.12 **Monitoring**. The SFA shall monitor the performance of the FSMC under this agreement through periodic on-site visits. **[7 CFR 210.16(a)(2)(3) (4)]**

5 FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITES

5.1 **Point of Service Count.** FSMC shall conduct an accurate point-of-service count; any counting system must eliminate the potential for overt identification of free and reduced-price eligible students. **(7 CFR 245.8)**

5.2 **Records**. FSMC shall maintain such records as the school food authority will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), United States Department of Agriculture (USDA) and the State Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. [Record Retention and Access**, 2 CFR 200, 7 CFR 210.16(c)(1), and 7 CFR 215, 220, 225, and 226]**.

5.3 **Records Location**. FSMC shall maintain all records pertaining to the SFA at the SFA Office, SAU 70, 41 Lebanon St., Suite 2, Hanover, NH 03755 for the duration of the contract and for the required retention period.

5.4 **Meal Programs**. FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious meals, beverages and a la carte items for the SFA's students, faculty, staff, visitors and others as designated by the SFA in accordance with the terms and conditions of the SFA agreement.

i. The FSMC shall serve, on such days and at such times as requested by the SFA:
    1. Breakfasts, priced as a unit, which meet USDA requirements;
    2. Lunches, priced as a unit, which meet USDA requirements;

3. A la carte, vending, and catering, priced as a unit, which meet USDA requirements;
4. Other foods as agreed upon by the FSMC and SFA, pursuant to applicable requirements.

ii. The FSMC shall implement the Fresh Fruit and Vegetable Program per the sites listed in Exhibit A-3 if the school becomes eligible and wishes to participate. The FSMC agrees to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM).

1. The FSMC shall submit a sample menu;
2. The FSMC shall submit a sample nutrition lesson corresponding with the cycle menu.
3. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for the SFA, Agency of Education, or USDA.
4. Allowable operational costs shall include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges, and non-food items or supplies that are used in serving or cleaning.
5. Labor costs in either the "operating or administrative" category must be minimal. However, up to two hours of labor may be charged to the SFA by the FSMC per day in which FFVP operates. All labor must be documented.
6. The FSMC shall provide the SFA with an itemized invoice of FFVP allowable costs on a monthly basis.

5.5 **21 Day Cycle Menu**. The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified **by the SFA** on Exhibits B-6 and B-7 for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA who shall ensure all foods and beverages are of equivalent or better quality and variety as the foods and beverages required for the first 21 days of meal service. FSMC must also comply with the Minimum Food Specifications in Exhibit B-9 for all programs. The FSMC shall provide Nutrition Facts Labels, Child Nutrition (CN) Labels, Product Formulation Statements, recipes, ingredient lists and any other documentation required to meet USDA Child Nutrition Program Requirements

5.6 **Meal Pattern**. The meals must meet the Meal Pattern as designated herein by the SFA for each Term of the Contract, if applicable. Meals must adhere to all calorie ranges and meet the nutrition standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children (NSLP Title 7 CRF 210; SBP 7 CFR 220; SFSP 7 CFR 225; Special Milk Program 7 CFR 215; and CACFP 7 CFR 226) as listed in Exhibit C. Vermont has retained the requirement that 100% of creditable grains be whole grain rich, so all creditable grain items offered must be whole grain rich.

5.7 **Serving Size**. FSMC shall meet the serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibits B-6 and B-7, which are, in most cases based on the required minimum serving sizes stated in Exhibits B-1 and B-2. If the serving sizes for the food

items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as stated in Exhibits B-1 and B-2, the FSMC must adjust the serving sizes and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).

5.8 **Students with Disabilities**. The FSMC is required to make modifications to the food components of the meal pattern to accommodate students with disabilities in accordance with Sections 504 of the Rehabilitation Act of 1973 and USDA implementing regulation, 7 CFR Part 15b, Americans with Disabilities Act (ADA), 28 CFR Part 35, Title II, Subtitle A; and the ADA Amendments Act of 2008.

5.9 **Anonymity of Children**. It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring confidentiality shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

5.10 **Performance Review**. At the SFA's discretion, the SFA may conduct performance reviews of the FSMC's performance under the Contract. Any services performed under the Contract shall be subject to a performance review. The FSMC shall cooperate with the SFA in these reviews, which may require the FSMC to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the FSMC, including subsequent Contract renewal Terms, as applicable. Performance reviews may include, but are not limited to:

i. Completion and performance of contractual services rendered;
ii. Adherence to the meal pattern and food specification requirements, including quality and variety;
iii. Performance on SFA On-Site Reviews and status of required corrective action, if any;
iv. Performance on State and/or Federal reviews and status of required corrective action, if any;
v. Participation trends, including program participation compared to a la carte sales;
vi. Responsiveness of local staff and management to the SFA's needs, including the Advisory Board and Local Wellness Committee, as applicable; and
vii. Responsiveness of regional management to the SFA and local staff/management.

5.11 **Compliance with Laws**. FSMC shall perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

5.12 **Certificate of Compliance**. FSMC shall furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes,

and assessments on payrolls.

5.13 **Performance Standards**. FSMC shall meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

5.14 **Donated Foods**. FSMC shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's nonprofit school food service account and are fully utilized therein. **[7 CFR 210.16(a)(6)]**

5.15 **Inventory and Storage**. The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory. The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service at the SFAs facility. The FSMC must meet all required local and state safety, sanitation and health requirements for the inventory and storage of purchased foods and supplies as well as the inventory management requirements outlined in 7 CFR Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.

5.16 **Health Certification**. FSMC shall have State and/or local health certification for any facility outside the school in which it proposes to prepare meals and the food service management company shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. **[7 CFR 210.16(a)(7)]**

5.17 **Employee Payment**. FSMC shall assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.

5.18 **FSMC Negligence**. FSMC shall accept liability caused by FSMC negligence for claims assessed as a result of Federal or State reviews/audits, corresponding with the SFA's period of liability.

5.19 **USDA Foods**. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

5.20 **Advisory Board**. FSMC shall participate in the parent, teacher, and student advisory board.

5.21 **Local Wellness Policy**. FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in the SFA's Local Wellness Policy. The FSMC shall remain informed of increasing industry standards

and assist the SFA in modifying its Local Wellness Policy to reflect the highest current nutrition-related standards. Refer to Exhibit G.

5.22 **Nutrition Education**. FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction, which may include Farm to School educational opportunities and tours.

5.23 **Daily Deposits**. FSMC shall deposit daily all monies in the SFA's nonprofit food service account.

6 USDA FOODS

6.1 **Use for SFA's Benefit.** Any USDA Foods (also known as donated foods, or commodities) received by SFA and made available to FSMC must accrue solely to the benefit of SFA's CNPs and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products. FSMC shall have records available to substantiate that the full value of all donated foods are used solely for the benefit of SFA and that the maximum amount of USDA Foods are received and utilized by the FSMC prior to the end of the school year. **[7 CFR 210.9(b)(15)]**

6.2 **USDA Foods Entitlement Value.** The state agency will provide the SFA with an estimated entitlement value and options for utilizing that value. The SFA may delegate decisions about how to utilize the value to the FSMC. If the FSMC does not fully utilize the estimated ***entitlement value*** during the school year, the FSMC ***must refund the SFA the value of the unutilized entitlement*** at the end of the school year. In this case, the SFA will retain title to any unused USDA Foods, unless an allowable substitution was provided.

6.3 **Beginning and Ending Inventory.** Prior to the start of initial operations, FSMC and SFA will take a beginning inventory of all USDA Foods on the premises. An ending inventory shall be taken annually in addition to termination of the Contract by FSMC and SFA.

6.4 **Reconciliation.** Year-end reconciliation shall be conducted by SFA to ensure and verify correct and proper credit has been received for the full value of all donated foods used by FSMC during the fiscal year. The food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in §250.51(a);SFA reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations **7 CFR 210** and **7 CFR 250**. If any adjustments are necessary, SFA is responsible for assuring such adjustments are made.

6.5 **Delivery Fees**. The FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods. Approximate annual delivery, freight/handling costs are unknown. [School District did not receive USDA Foods this school year]

6.6 **Title.** SFA shall retain title to all donated foods and the selected FSMC will conduct all activities relating to donated foods for which it is responsible**. (7 CFR 210.16[a][6]).**

6.7 **Acceptance of Foods.** FSMC shall accept and use donated foods in as large quantities as may be efficiently utilized in SFA's nonprofit food service, subject to approval of SFA. SFA shall consult with FSMC in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by the SFA. **(7 CFR 210.9[b][15]).**

6.8 **Storage and Inventory.** FSMC will comply with all storage and inventory requirements for USDA foods. FSMC will ensure that its system of inventory management will not result in SFA being charged for donated foods. **(7 CFR 250.14).**

6.9 **Specific Use Requirements.** FSMC will use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's food service. FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in SFA's food service. **(7 CFR, Section 250.51[d])**

6.10 **USDA Foods Use**. The FSMC will assure that USDA Foods are not used for special functions conducted outside the nonprofit school food service.

6.11 **Recordkeeping.** FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with (**7 CFR 250.54(b))**. Failure by FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.

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

6.13 **Processing Contracts.** FSMC is prohibited from entering into any processing contracts utilizing donated foods on behalf of SFA without prior written agreement. Any written agreement to allow processing will include that any procurement and/or utilization of end products by selected FSMC on behalf of SFA will be in compliance with the requirements in subpart **C of 7 CFR 250** and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;

6.14 **Discounts, Rebates, Credits.** SFA must receive all discounts, rebates or credits for donated foods purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.

6.15 **Credit for Food Value.** FSMC must credit by disclosure as a separate line item on monthly invoice to SFA the value of all donated foods received for use in SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in processed end products, in accordance with the contingencies in **7 CFR 250.51(a) and 7 CFR 250.51 (b).**

6.16 **Review of Records.** The distributing agency, sub-distributing agency, SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods.

6.17 **USDA Foods Value for Crediting**. The current value of USDA Foods is found in the "Value of Commodities Received Report" in the WBSCM USDA Foods management system. This value is assigned in compliance with **7 CFR 250.58(e).**

6.18 **Storage Requirements**. The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The FSMC must meet all storage and inventory management requirements outlined in 7 C.F.R. Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service.

6.19 **Contingency for Extension.** Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods. **(7 CFR 250.53[a][12]).**

7 FOOD SAFETY

7.1 **Inspection Requirements.** 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 FSMC preparing or serving meals at any SFA facility.

7.2 **Outside Facility Requirements.** FSMC shall maintain state and/or local health certifications for any facility outside SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations **7 CFR 210.16(c)(2)** 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.

8 MEALS

8.1 **Schedule.** FSMC shall serve meals on such days and at such times as requested by SFA.

8.2 **SFA Responsibility.** SFA shall retain control of the quality, extent, and general nature of the food service.

8.3 **Free, Reduced, and Paid.** FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs.

8.4 **Meal Pattern.** FSMC shall provide meals and a la carte items that satisfy the meal pattern requirements as defined in applicable program regulations (**7 CFR 210, 220, 225, 226**).

8.5 **Participation.** FSMC shall make every effort to increase participation in the child nutrition programs.

8.6 **Scope of Services.** FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A-3, which is a part of this contract.

8.7 **Authorized Sales.** FSMC shall sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA.

8.8 **Meals Not Meeting Requirements.** No payment will be made to FSMC for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this contract.

8.9 **Adult Meals.** Adult meal charges must be established in accordance with FNS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the lunch including the value of any USDA Foods used to prepare meals.

9 MENUS

9.1 **Advisory Board.** SFA shall establish and FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. **(7 CFR 210.16(a)(8))**

9.2 **Menu Development.** FSMC shall develop menus for all programs.

9.3 **Menu Cycle.** FSMC must comply with the agreed upon menus included in the proposal document for the first 21 days of program operation. Any changes made by FSMC after the initial menu cycle may be made only with the approval of SFA. SFA shall approve the menus no later than two weeks prior to service **(7 CFR 210.16(b)(1)).** FSMC must also comply with the Minimum Food Specifications in Exhibits B-9 for all programs.

9.4 **Nutrition and Product Information**. The FSMC shall provide Nutrition Facts Labels, Child Nutrition (CN) Labels, Product Formulation Statements, recipes, ingredient lists and any other documentation required to meet USDA Child Nutrition Program Requirements

9.5 **Food Quality**. For the duration of the Contract and all subsequent renewal Terms, as applicable, the FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above, found in Exhibits B-9, and the food specifications contained herein.

10 PURCHASES

10.1 **FSMC acting as agent.** If FSMC is procuring goods or services which are being charged to SFA under the contract, FSMC is acting as an agent for SFA and must comply with federal procurement regulations **(2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21)**. FSMC may not serve as a vendor for any procurement conducted as an agent of SFA. Any rebates, discounts, or credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to SFA.

10.2 **Food Specifications.** Any purchase of food must meet the specification listed in Exhibits B-9.

11 BUY AMERICAN

11.1 **Domestic Commodities**. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are (i) an agricultural commodity that is produced in the United States and (ii) a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.). **[7 CFR Part 210.21(d)/FNS Policy Memo SP 38-2017]**

a. The FSMC must provide documentation that supports the use of non-domestic food after a domestic alternative has been considered. Exceptions must be used as a last resort and pre-approved by the SFA using these criteria:
    i. The product is not produced or manufactured in the US in sufficient or reasonable quantities of a satisfactory quality; or
    ii. Competitive proposals reveal the costs of a US product are significantly higher than the non-domestic product.
b. All documentation must be kept on file by the FSMC and available upon request by the SFA, Agency of Education, or USDA.

11.2 **Percent of US Content**. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA, ensuring that it meets the minimum 51% requirement..

11.3 **Certification of Domestic Origin**. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

11.4 **Records Review**. The SFA reserves the right to review FSMC purchase records to ensure compliance with the Buy American provision in **7 CFR Part 250**.

12 BOOKS AND RECORDS

12.1 Reporting to SFA. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by 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. SFA shall perform edit checks on the participation records provided by FSMC prior to the preparation and submission of the claim for reimbursement.

12.2 Allowable Expenses. FSMC shall maintain on-site records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

12.3 Year-End Statement. FSMC shall provide SFA with a year-end statement.

12.4 Review of Records. Books and records of FSMC pertaining to the 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 SFA and/or any state or federal representatives or auditors. If audit findings regarding 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. **(7 CFR 210.9(b)(17) and 2 CFR 200.333)**

12.5 Nonprogram Food Costs and Revenues. The FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at **7 CFR 210.14(f).**

12.6 Federally Required Records. FSMC shall not remove federally required records from SFA premises upon contract termination.

13 EMPLOYEES

13.1 Staffing Plan. FSMC shall provide SFA with a schedule of FSMC employees, positions, assigned locations, salaries, and hours to be worked as part of this proposal on Attachment 3. Specific locations and assignments will be provided to SFA two full calendar weeks prior to the commencement of operation.

13.2 Reduction in Employee Hours. In the event a reduction in FSMC employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on Attachment 3 for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee. Documentation of employee('s) hours, schedule and rates of pay must be provided at the end of each September and upon request.

13.3 Use of Employee Hours. The FSMC must ensure that the FSMC employees' hours listed on Attachment 3 are not used for catering, special functions or any non-program food handling.

13.4 Free from Disease. The FSMC shall ensure that all individuals performing services on the FSMC's behalf in or for schools shall be free from communicable diseases, including tuberculosis, prior to performing any such services in or for schools.

13.5 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

13.6 Fair Labor Standards Act. The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

13.7 Personnel Policies. The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.

13.8 Professional Standards. The FSMC shall comply with USDA professional standards requirements for staff employed at the SFA. Documentation shall be readily available upon request.

13.9 Site Manager. SFA shall have final approval regarding the hiring of FSMC's site manager. Any site manager proposed by FSMC must meet the minimum hiring qualifications for School Nutrition Program Directors set forth in the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.

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

13.11 Workers' Compensation. FSMC shall provide Workers' Compensation coverage for all its employees.

13.12 SFA Policies. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.

13.13 Staffing Patterns. Staffing patterns, except for the site manager, shall be mutually agreed upon.

13.14 Facilities. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.

13.15 Removal of Employees. SFA may request, in writing, the removal of any employee of 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. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff without disruption of service.

13.16 Emergency Procedures. All SFA and/or 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.

13.17 Background Check. SFA may require FSMC to perform a criminal background check on any of FSMC employee that will be working at SFA and disclose results to SFA.

13.18 Civil Rights Compliance. The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Specific subject matter required, but not limited to:

a. Public notification systems,
b. Collection and use of data,
c. Requirements for language assistance,

d. Requirements for reasonable modifications to accommodate disabilities,
e. Complaint procedures,
f. Civil Rights Reviews,
g. Resolution of noncompliance,
h. Customer service, and
i. Conflict resolution.

13.19 Training. The FSMC shall ensure employees providing services for the SFA have the annual training required by the USDA. The FSMC must provide annual documentation showing the training hours and topics completed by their employees.

14 MONITORING

14.1 SFA Observation. SFA shall monitor the food service operation of FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations **(7 CFR 210.16).** Further, if there is more than one school site, there is an additional requirement that 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**.

14.2 Review of Records. The records necessary for SFA to complete the required monitoring activities must be maintained by FSMC under this contract and must be made available to the Inspector General, USDA, SA, and SFA upon request for the purpose of auditing, examination, and review.

14.3 SFSP Sites. If applicable, SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

15 USE OF FACILITIES AND EQUIPMENT

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

15.2 Inventory. The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory. This documentation shall be submitted to and kept on file by the SFA's Business Manager.

15.3 Inventory Levels. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by SFA.

15.4 Equipment. The FSMC awarded the Contract shall be responsible for providing and

installing, as applicable, all equipment as designated in Exhibit I (Request for Equipment to be Purchased), if necessary, for the provision of the contractual services required by the Contract. Exhibit I must state how the equipment will be purchased and who is responsible for payment. Exhibit I is not applicable.

15.5 Keys. FSMC shall provide SFA with one set of keys for all food service areas secured with locks.

15.6 Regulatory Compliance. 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.

15.7 Equipment or Utility Malfunction. 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 FSMC.

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

15.9 FSMC Equipment. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within 10 days of its placement on SFA premises. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.

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

15.11 Use of Facilities Other Than for Programs. FSMC shall not use SFA's facilities to produce food, meals, or services for other organizations without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage.

15.12 Return of Equipment. FSMC shall surrender to SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

15.13 Facility Care. The SFA shall provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from the designated refuse collection area.

15.14 Loss or Damage. The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.

15.15 SFA Rules. FSMC shall comply with all SFA building rules and regulations.

16 SANITATION

16.1 Trash Removal. FSMC shall place garbage and trash in containers in designated areas as specified by SFA. SFA shall remove all garbage and trash from the designated areas.

16.2 Cleaning of Service Areas. FSMC shall clean the meal production, storage and

service areas used, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance).

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

16.4 **Ventilation Hoods.** SFA shall clean ducts and hoods where applicable.

16.5 **Local and State Requirements.** FSMC shall comply with all local and state sanitation requirements in the preparation of food.

17 LICENSES AND TAXES

17.1 **Taxes.** FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes for FSMC employees. FSMC shall hold SFA harmless for all claims arising from payment of such taxes and fees.

17.2 **Licenses.** Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.

18 NONDISCRIMINATION

18.1 **Nondiscrimination**. As noted in the USDA Non-Discrimination Statement for Child Nutrition Programs at the beginning of this Request For Proposal, 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:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
program.intake@usda.gov

This institution is an equal opportunity provider.

18.2 **Civil Rights.** In the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex (including gender identity or sexual orientation) or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR parts 15, 15a, and 15b); and FNS Instruction 113-1.

18.3 **Additional Rights**. Both SFA and FSMC further agree that no child who participates in a Child Nutrition program will be discriminated against on the basis of creed, marital status, gender identity, or sexual orientation in employment or in any program or activity conducted or funded by the State of Vermont.

19 EMERGENCY CLOSING

19.1 **Utility Interruption.** SFA shall notify FSMC of any interruption in utility service of which it has knowledge.

19.2 **School Closing.** SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

20 TERMS AND TERMINATION

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

20.2 **Fiscal Penalties.** FSMC shall reimburse SFA for the full amount of any fiscal penalties resulting from adjusted or disallowed claims which are attributable to FSMC's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.

20.3 Force Majeure. Neither FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the 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 FSMC or SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

20.4 Termination for Cause. In the event either party commits a material breach, including, but not limited to, violation of program regulations, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement. **(7 CFR, 210.16[d]).**

20.5 Termination for Convenience. At any time SFA may terminate the contract by giving 60 days written notice to FSMC. Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under the Contract up to and including the date of termination. The SFA shall have the right to receive services from the FSMC through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

20.6 Loss of Funding Source. Notwithstanding any provision to the contrary in the Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for the Contract are not appropriated by the Vermont General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with the Contract.

20.7 Immediate Termination. Notwithstanding the notice period in paragraph 20.5, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.

20.8 Rights Beyond Termination. The right of termination referred to in the Contract is not intended to be exclusive and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the Contract and fails to cure such breach within thirty (30) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions:

(i) for a first violation, a written reprimand;
(ii) for a second violation, a $ 500.00 penalty;
(iii) for a third violation, a $ 1,000.00 penalty.

For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. **[2 CFR 200]**

20.9 Contract Authority. SFA is the responsible authority without recourse to USDA or the SA 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 a contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

20.10 Notification of Termination: The Vermont Agency of Education shall be notified immediately by the SFA of termination action and reason for termination.

21 TRADE SECRETS AND PROPRIETARY INFORMATION

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

21.2 Right to Inventions. Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA to which the SA and USDA shall have unrestricted rights including copyrights.

21.3 Confidential Information. Each Party, including its agents and subcontractors, to the Contract may have or gain access to confidential and proprietary data or information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). No Confidential Information collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the Term of the Contract or thereafter. The recipient must return any and all Confidential Information used in the course of the performance of the Contract, in whatever form it is maintained, promptly upon termination of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction, if destruction is permitted by the disclosing Party. Confidential Information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing Party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing Party's Confidential Information.

22 INSURANCE

22.1 Required Coverage. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Vermont. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award. The information below must be completed by SFA. (This is suggested language for insurance coverage; each SFA should consult with their insurance agent to ensure appropriate coverage)

1. 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;

2. Automobile Liability: $1,000,000 Combined Single Unit;

3. Workers' Compensation-Statutory; Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations;

4. Excess Umbrella Liability: $2,000,000 Combined Single Unit.

22.2 SFA as Additional Insured. SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella.

22.3 FSMC Property Coverage. The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA, including but not limited to, equipment, supplies, clothes, garments and other articles owned by their employees.

22.4 Notice to SFA. The contract of insurance shall provide for notice to 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.

23 CERTIFICATIONS

23.1 Energy Efficiency. FSMC shall comply with the standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).

23.2 Health Certification. The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

23.3 **Contract Work Hours and Safety Standards Act.** FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. §327-330, as supplemented by Department of Labor regulation, 29 CFR 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer based on 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.

23.4 **Equal Employment Opportunity.** FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, small businesses, and labor surplus area firms are used when possible.

23.5 **Civil Rights Law.** 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; Executive Order 13166 *Improving Access to Services for Persons with Limited English Proficiency*; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFRs 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*; 28 CFR Part 35, Title II, Subtitle A; and the ADA Amendments Act of 2008.

23.6 **Buy American.** FSMC shall comply with the *Buy American Provision* **(7 CFR 210.21(d))** for contracts that involve the purchase of food.

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

2. FSMC shall seek approval of SFA before purchasing foods under an exception to the Buy American provision and maintain documentation of any such purchases that must include, at a minimum:

    a. the non-domestic product that was purchased;
    b. the date of the purchase;
    c. the reason for the exception;
    d. any efforts made to find alternate sources or substitute domestic products.

3. SFA may review vendor purchase records to ensure compliance with the Buy American provision.

23.7 **Independent Price Determination.** FSMC has signed the *Certification of Independent Price Determination*, Attachment 6, which was attached as an addendum to FSMC's proposal and which is incorporated herein by reference and made a part of this contract.

23.8 **Disbarment, Suspension, Ineligibility, and Voluntary Exclusion.** FSMC 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 CFR sections 180 and 417)**. Contract renewals that do not include this certification,

Attachment 7, will not be accepted for consideration.

23.9 Clean Air Act. FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

23.10 Lobbying Certification. FSMC has signed the Lobbying Certification, Attachment 8, which was attached as an addendum to FSMC's proposal and which is incorporated and made a part of this contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*. The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 CFR Section 418) must accompany each subsequent four (4) additional one-year renewals (2 CFR sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

23.11 Copeland Act. FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR 3).

23.12 Davis-Bacon Act. 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 5).

23.13 Termination. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement Appendix II of 2 CFR 200(B)

23.14 Other Pertinent Laws. FSMC shall comply with all other pertinent state and federal laws.

24 MISCELLANEOUS

24.1 Proposal Specifications. FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by the SA.

24.2 Subcontracting Prohibited. No provision of this contract shall be assigned or subcontracted without prior written consent of SFA.

24.3 Best Commercial Practices. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g. food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

24.4 Claims for Adjustment. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

24.5 Program Review Findings. SFA shall be responsible for ensuring the resolution of program review and audit findings.

24.6 State Agency Review. This contract is subject to review and approval by the SA.

24.7 Financial Soundness. SFA and FSMC shall work together to ensure a financially sound operation.

24.8 Unallowable Charges. All costs resulting from contracts that do not meet the requirements of 7 CFR 210 are unallowable nonprofit school food service account expenses. When SFA fails to incorporate the SA required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

24.9 Execution. After the complete RFP/contract is approved by the SA, the contract must be signed by all local parties. Changes or amendments are not valid unless approved in writing by the SA prior to execution.

24.10 Assignment. No provision of the Contract shall be assigned or subcontracted without prior written consent of the SFA.

24.11 Contract Entirety. This solicitation/Contract, exhibits, and attachments constitute the entire contract between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other FSMC contracts will be signed by the SFA. It is further agreed between the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of the Contract.

24.12 Binding Contract. Each party to the Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under the Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract, and (c) the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

24.13 No Waiver. No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of the Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of the Contract shall operate as a waiver of any other term, right, or condition.

24.14 Civil Rights Act. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Executive Order 13166 *Improving Access to Services for Persons with Limited English Proficiency*; Age Discrimination Act of l975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

24.15 Parties to the Contract. Neither the Vermont Agency of Education nor the United States Department of Agriculture are parties to the Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.

24.16 Hold Harmless. To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable

legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of the Contract, including, without limitation, any representation or warranty provided by the FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right. This clause shall survive termination of the Agreement.

24.17 Vermont Public Records Law. In order for the SFA to respond timely and appropriately to the requirements of the Vermont Public Records Law, the FSMC must review all documents required to be provided under the Contract and the exemptions for release under Vermont Public Records Law and, if exemptions are allowed, provide the SFA a redacted copy for release under the Law, along with the original. The redacted copy shall be marked as "REDACTED", and the FSMC shall reference the specific grounds under VT Public Records Law or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release just the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the Superintendent or head of the institution before a denial to a request can be made. The SFA will abide by the decisions of the Superintendent or the head of the institution.

24.18 Student Records. The FSMC will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Vermont Public Records Law regarding the confidentiality of student "education records" as defined in FERPA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the FSMC will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under the Contract. Any student records in FSMC's possession shall be returned to SFA when no longer needed for the purposes for which they were provided, or at SFA's written request, they shall be permanently destroyed and the FSMC shall provide written confirmation to the SFA upon the destruction of student records.

24.19 Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the 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.

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

2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year;

3. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year

will continue to be available;

4. The government reimbursement rates in effect shall remain materially consistent throughout the year;

5. Meal components and quantities required for applicable CNPs remain consistent with prior years;

6. 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;

7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year;

8. The projected number of full feeding days is: 175;

9. 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 FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

25 SUMMER FOOD SERVICEPROGRAM (SFSP) - N/A

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

25.1 **List of Sites.** SFA shall provide to FSMC a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under **7 CFR 225.6(d)(2)**, and shall notify FSMC of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site.

25.2 **Unitized Meals.** All meals prepared by FSMC shall be unitized, with or without milk or juice, unless the State agency has approved a request for exceptions to the unitizing requirement for certain components of a meal.

25.3 **Meal Requirements.** Meals served under the contract shall conform to the cycle

menus upon which the proposal was based, and to menu changes agreed upon by SFA and FSMC. All meals served under the program must meet the requirements of **7 CFR 225.16**.

25.4 Subcontracting. FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of SFA, its contract or any interest therein. In the event of any assignment, FSMC shall remain liable to SFA as principal for the performance of all its obligations under this contract.

25.5 Payment for Meals. FSMC shall be paid by SFA for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

25.6 Meal Order Adjustment. SFA reserves the right to increase or decrease the daily number of meals ordered on a 24-hour notice or less if mutually agreed upon by SFA and FSMC.

25.7 Health Certification. The food service management company shall have Federal, State or local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State Agency may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency.

25.8 Noncompliance. In cases of nonperformance or noncompliance on the part of FSMC, FSMC shall pay SFA for any excess costs which SFA may incur by obtaining meals from another source.

25.9 Reporting. The food service management company shall submit records of all costs incurred in the SFA's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

25.10 Bonding Requirement. FSMC shall comply with the appropriate bonding requirements, as set forth in **7 CFR 225.15(m)(5) through (m)(7)**.

1. If the estimated SFSP reimbursement based on this RFP exceeds $250,000, FSMC shall obtain and submit a proposal bond in the amount of 5% (not less than 5 percent and no more than 10 percent of the value of the contract for which the bid is made) of expected SFSP reimbursement along with its proposal.

2. If the estimated SFSP reimbursement of the awarded contract exceeds $250,000, FSMC shall obtain a performance bond from a surety company in the amount of 10% (not less than 10 percent and no more than 25 percent of the value of the contract for which the bid is made) of expected SFSP reimbursement and furnish this bond to SFA within 30 calendar days of

contract award, but not later than 7 calendar days prior to contract commencement. FSMCs are prohibited from posting any alternative forms of performance bonds. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds.

26 CHILD AND ADULT CARE FOOD PROGRAMS (CACFP) – N/A

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

26.1 **Approved Locations**. CACFP Institutions shall provide the food service management company with a list of the State agency approved child care centers, head starts, day care homes, adult day care centers, outside-school-hours care centers, at-risk after school programs, and homeless or emergency shelters to be furnished meals by the FSMC, and the number of meals, by type, to be delivered to each location.

26.2 **Records**. The Food Service Management Company shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly.

26.3 **Health Certification**. The food service management company shall have Federal, State or local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State Agency may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency.

26.4 **Cycle Menus**. The meals served under the contract shall conform to the cycle menus upon which the proposal was based, and to menu changes agreed upon by the institution and food service management company.

26.5 **Records Retention**. The books and records of the food service management company pertaining to the institution's food service operation shall be available for inspection and audit by representatives of the State agency, of the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.

26.6 **Program Regulations**. The Food Service Management Company shall operate in accordance with current Program regulations.

26.7 **Unallowable Meals**. The Food Service Management Company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

26.8 **Delivery Schedule**. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.

26.9 **Meal Count Modification**. Increases and decreases in the number of meal orders may be made by the institution, as needed, within a prior notice period mutually agreed upon in the contract.

26.10 **Meal Requirements**. All meals served under the Program shall meet the requirements of 7 CFR 226.20.

26.11 **Unitization**. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 7 CFR 226.20.

26.12 **Non-Subcontract**. A food service management company may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

AGREEMENT PAGE

By submission of this proposal, FSMC certifies 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; and that it shall operate in accordance with all current program regulations.

Furthermore, consistent with Section I.Q of this RFP, FSMC certifies that is has not exchanged any gratuities, favors, nor anything of monetary value with SFA and that 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. FSMC agrees to abide by all terms and conditions of this RFP and certifies that the person below is authorized to sign the RFP on behalf of FSMC.

FSMC NAME:

FSMC ADDRESS:

SIGNATURE (Of authorized representative): Date:

PRINT NAME:

TITLE**:**

PHONE:

E-MAIL:

(SFA will complete section below this line)

Awarding of the Contract:

In accepting this proposal and awarding this contract, SFA certifies that the SFA's officers, employees or agents have not taken any action which may have jeopardized the independence of the proposal referred to above and that SFA will operate in accordance with program regulations.

SFA by signing below is awarding the contract for this RFP to the proposer. This proposal; all sections of the proposal; all terms and conditions; and all addendums, and attachments, including any additional addendums mutually agreed to by both SFA and proposer will be incorporated in to this awarded contract.

The undersigned hereby accepts proposer's services as an FSMC as specified in this proposal for the period of **July 1, 2023 through June 30, 2024**.

SIGNATURE (Of authorized representative): Date:

PRINT NAME:

TITLE:

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Norwich School District

Attachment 1: Bid Summary Form

Request for Proposals

Nonprofit School Food Service

This document contains a bid solicitation for the furnishing of management services for the operation of the nonprofit food service programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority for the period beginning July 1, 2023 and ending June 30, 2024, and sets forth the terms and conditions applicable to the procurement.

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation or the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

	Column A	Column B	Column C
Meal Type	**SFA Projected Annual Units for SY 24**	**FSMC Bid Price Per Meal**	**Total (projected annual units X per meal bid price)**
Reimbursable Breakfasts	18,900		
Reimbursable Lunches*	36,500		
Reimbursable After-School Snacks (NSLP)			
A la Carte Sales (meal eq. determined, 2.8(b)) *	1250		
Fresh Fruit and Vegetable Program (Cost Reimbursable)			
Catering (meal eq. determined, 2.8(b)) *			
Management Fee Per School Meal Equivalent, if charged (2.8(a))	50,224		
Total Bid Price (sum total of Column C)			

*Bid rates must be the same

Annual Escalator: Upon renewal, an annual per meal rate change not to exceed the CPI rate for Food Away from home per the contract language in Section 2.3 will be applied.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

_____

Date Signature of Bidder Title

_____

Printed Name of Bidder

_____

Street Address

_____

City State Zip Code

Final Contract

Once the contract is approved by the Agency of Education and signed by all local parties, any changes or amendments are not valid unless approved in writing by the AOE prior to contract execution.

ACCEPTANCE OF CONTRACT

__T145_____	**____Norwich School District_____**
Agreement Number	School Food Authority (SFA)
_____	_____
Date	Signature of Business Manager
_____	_____
Date	Signature of SFA Authorized Representative — Title

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Norwich School District

Attachment 2: RFP Evaluation Rubric

Criteria	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Maximum Allowable Points
Price: Lowest Price = 20 Points 2nd Lowest Price = 16 Points 3rd Lowest Price = 8 Points 4th Lowest Price = 0 Points ***NOTE: Price must be the highest weighted criterion for both the lowest and second lowest price.***					**20**
Meal / Menu Quality: Proposed menus meet meal pattern requirements for each school age and grade-group and program. Menus and recipes provided indicate a variety of nutritious and creative options that include freshly prepared items. - Menus are diverse and creative, include Ethnic foods - Vegetarian options are included - Seasonal foods are included in menus - Menus items are school made Program goals are reflected in planned menus and program operational plan.					**15**

Criteria	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Maximum Allowable Points
Breakfast Program A variety of breakfast menus and options are offered to students and reflect program goals. - Grain Based Desserts are not offered as breakfast items - Fresh baked whole grain rich items low in sugar are offered - Meat/meat alternates are regularly included in breakfast options					**10**
Lunch Program A variety of lunch menus and options are offered to the students and reflect program goals.					**10**
School Nutrition Staff Benefits: Description of efforts to recruit and retain qualified staff are provided Description of employee benefits including sick leave and paid time off. Relevant section of employee handbook. Professional Development meets the USDA minimum standards.					**8**
A la Carte Offerings: FSMC provides limited a la carte options for sale in the school program.					**3**

Criteria	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Maximum Allowable Points
Documentation & Recordkeeping: The company provides a consolidated monthly invoice to the district.					**3**
Increased Participation FSMC promotes the program and nutrition across all operating programs. School and student involvement in menus and the school meals program are a priority					**7**
Local Procurement: Bid commits to purchasing 20% of food from Vermont local sources and tracking systems exist.					**12**
Commitment to Sustainability FSMC demonstrates a commitment to sustainability via menus and operating practices					**4**
Financial Strength and Stability of the Company Company is financially and administratively capable to operate and provide services to school district.					**4**
References: Three current references and history of lost accounts					**4**
TOTAL					**100**

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Attachment 3- FSMC Staffing Plan – Norwich School District

[FSMC to complete]

Site or School	Employee Name (optional)	Job Title	Hourly Rate $	Daily Hours	Number of Days Paid	Total Annual Wage ($)
Marion Cross						

TOTAL LABOR	$
Retirement	$
Substitute Pay	$
Health Benefits	$

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Norwich School District

Attachment 4: Certificate of Insurance

The FSMC / prospective vendor shall submit verification of insurance coverage:

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;

Automobile Liability: $1,000,000 Combined Single Unit;

Workers' Compensation-Statutory; $1,000,000.00 each accident covering all employees employed in connection with child nutrition program operations;

PROPOSER TO ATTACH INSURANCE CERTIFICATE HERE:

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FSMC Bid-Rigging Certification

_____, a duly
(Authorized Representative/Agent)

authorized agent of_____,
(Contractor)

do hereby certify that neither_____,
(Contractor)

nor any individual presently affiliated with_____
(Contractor)

_____, has been barred from bidding on a public contract as a result of a violation of Title 9, Chapter 63 § Section 2453.a (collusion) contained in Chapter 63 of Title 9 of the Vermont State Statutes.

_____

(signed) Authorized Agent / Representative

_____

(signed) Contractor

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Certificate of Independent Price Determination

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

	Norwich School District /Marion Cross School
Name of Food Service Management Company	Name of School Food Authority

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

   1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

   2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

   3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

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

   1. He or she is the person in the offerors organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

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

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

Signature of Food Service Management Company's Authorized Representative	Title	Date

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

Signature of School Food Authority's Authorized Representative	Title	Date

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

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- Checking the Excluded Parties List found at the System for Award Management www.sam.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed $25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a SAM UEI number. All Federal Government awards are required to have a SAM UEI number. There is no charge for a SAM UEI number. The SAM UEI number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name	PR/Award Number or Project Name
Name and title(s) of Authorized Representative(s)	
Signature(s)	Date

Instructions for Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," 'lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

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Certification Regarding Lobbying

Norwich School District
School Food Authority (SFA) Name

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

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, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

Food Service Management Company Name

Food Service Management Company Address

Signature

Date

Approved by OMB No. 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____ , *if known:* **Congressional District,** *If known:*	**Congressional District,** *If known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*:
8. Federal Action Number, *If known:*	**9. Award Amount,** *If known:* $
10. a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(Including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks :Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

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

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Energy Policy and Conservation Act Contract Addendum

Norwich School District

SFA Name

The Food Service Management Company (FSMC) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

FSMC Representative (printed)	Board of Education Representative (printed)
Signature	Signature
Title	Title
Date	Date

VERMONT
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CHILD NUTRITION PROGRAMS

1 National Life Drive, Davis 5, Montpelier, VT 05620-2501
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Exhibit A – 1: Norwich School District / 2022–2023 Current Building General Data

School	Address	Grade levels		Enrollment	Type of Meal Service (self-prep, satellite)	Number of serving periods	Breakfast Start Time	Breakfast End Time	Lunch Start Time	Lunch End Time	Snack Start Time	Snack end Time	Number of Serving Days
Marion Cross School, Norwich School District	**22 Church Street Norwich, VT 05055**	PK – 6		336 (Current)	Satellite & Combo Self-Prep on site	Breakfast – 1 Lunch: M, T, F – 4 Serving periods Lunch: W, TH – 5 Serving periods	7:30 AM	8:15 AM	11:20 AM 11:10 AM	1:15 PM 1:00 PM	N/A	N/A	**175**

All students go through the serving line and then transport their trays or meals to eat in their classrooms. There is currently no cafeteria or similar space available.

For Breakfast some students eat at a table near the meal service area. Some students save their bag breakfast for a later morning snack period in their classroom.

Pre-K students take their meals to their classroom, eating separately from K – 6, and need to follow CACFP guidelines.

Note: For School Year 2023-2024, students will eat in the adjoining gymnasium. A meal service schedule has not been released to date.

Current Meal Service Periods:

Monday, Tuesday & Friday	
11:20 am	Pre-K
11:45 am	Grade 3 & Grade 4
12:15 pm	Kindergarten, Grade 1, Grade 2
12:50 pm	Grade 5 & Grade 6

Wednesday & Thursday	
11:10 am	Pre-K
11:30 am	Kindergarten & Grade 1
11:55 am	Grade 3 & Grade 4
12:20 pm	Grade 2
12:30 pm	Grade 5 & Grade 6

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FSMC Exhibit A-2: Norwich School Data Form

PROJECTIONS FOR FOOD SERVICE BUDGET FOR THE 2023 – 2024 SCHOOL YEAR

Projection Comparison		Column A	Column B	Column C
Meal Type	**Payment Category**	**# Of meal type served in most current 12-month period** **(Aug – March = Actual) (*April – June* = *Estimated based on participation rates*)**	**Proposed # of meals presented in the Proposed Budget** **FSMC completes**	**% Change in participation** **(Note if change is greater than 3%, FSMC will provide information how this increase will be achieved)**
Breakfast	Total	12,999 + *4920* = 17,919		
	Free	533 + *174* = 707		
	Reduced	0		
	Paid	12,466 + *4,746* = 17, 212		
Lunch	Total	25,737 + *9576* = 35, 313		
	Free	747 + *259* = 1,006		
	Reduced	0		
	Paid	24,990 + *9,317* = 34,307		
A la Carte Sales		$ 5505.00		
FFVP				
Vending				
Catering				

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Exhibit A – 3: Norwich SD Site Information and Enrollment Data

X = Currently Operating Programs
* = Expected Future Program

School	Address	Grade Levels	Enrollment	F&R%	Free	Reduced	Paid	CEP	Provision 2	NSLP/ SBP	FFVP	After School Snack Service	CACFP	SFSP
Marion Cross School SY 2023	22 Church Street Norwich, VT 05055	PK – 6	336 (2022-2023)	2.4%	8	0	328	N/A	Yes – Universal School Meals	Yes	No (unless F & R % allows)	No	No	No
Marion Cross School ***SY 2024***	***22 Church Street Norwich, VT 05055***	***PK – 6***	***343 (2023-2024)***	***2.6%***	***9***	***0***	***334***	***N/A***	***TBD***	***Yes***	***No (unless F & R % allows)***	***No***	***No***	***No***

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FSMC Exhibit A-4: Norwich School District Meal Participation & Claiming Data

Meal counts listed below are actual counts for the months of August 22 through March 2023. *The remaining months' counts are estimated projections based on rates of participation and indicated in italics.

Month	# Days of Operation	**Breakfast Counts**				Provision 2 Claim Rates *			ADP	% Participation Based on Total Attendance
		Free	Red	Paid	Total	Free%	Red%	Paid%		
August 2022	1	2	0	150	152	.0132		.9868	152	47.5
September	20	99	0	2470	2569	.0385		.9615	129	40.3
October	18	89	0	2027	2116	.0421		.9579	118	37
November	18	69	0	1923	1992	.0346		.9654	111	35
December	14	56	0	1320	1376	.0407		.9593	98	31
January 2023	16	68	0	1448	1516	.0449		.9551	95	30
February	15	61	0	1360	1421	.0429		.9571	95	30
March	20	89	0	1768	1857	.048		.952	93	29
*April**	*15*	*69*	*0*	*1581*	*1650*	*.042*		*.958*	*110*	*34*
*May**	*21*	*85*	*0*	*2225*	*2310*	*.037*		*.963*	*110*	*34*
*June**	*12*	*19*	*0*	*941*	*960*	*.02*		*.98*	*80*	*25*

*Provision 2: School Year 2022-2023 is the Base Year of participation for Norwich School District. Meals are served and counted by category per student eligibility. Meal counts listed above indicate actual participation by category.

For School Year 2023-2024, if the school continues to participate in Provision 2, the participation percentage rates by category, Free, Reduced and Paid, will be used to determine the numbers of Free, Reduced and Paid meal counts in future years of participation. These participation rates are applied to the total number of meals served to determine how many meals may be claimed at the free reimbursement rate and the number of meals to be claimed at the paid reimbursement rate. These participation rates and claiming percentages may be used for a total of 4 years for Provision 2 participation.

Month	# Days of Operation	**Lunch Counts**				Provision 2 Claim Rates			ADP	% Participation Based on Total Attendance
		Free	Red	Paid	Total	Free%	Red%	Paid%		
August 2022	1	6	0	150	156	.0385		0.9615	156	49
September	20	115	0	4051	4166	.0276		0.9724	208	65
October	18	113	0	3984	4097	.0276		0.9724	228	71
November	18	110	0	3867	3977	.0277		0.9723	221	69
December	14	80	0	2789	2869	.0279		0.9721	205	64
January 2023	16	93	0	3200	3293	.0282		0.9718	206	65
February	15	108	0	2909	3017	.036		.964	201	63
March	20	122	0	4040	4162	.029		.971	208	65.2
*April**	*15*	*87*	*0*	*3123*	*3210*	*.027*		*.973*	*214*	*66.9*
*May**	*21*	*121*	*0*	*4373*	*4494*	*.027*		*.973*	*214*	*66.9*
*June**	*12*	*51*	*0*	*1821*	*1872*	*.027*		*.973*	*156*	*48.75*

*Provision 2: School Year 2022-2023 is the Base Year of participation for Norwich School District. Meals are served and counted by category per student eligibility. Meal counts listed above indicate actual participation by category.

For School Year 2023-2024, if the school continues to participate in Provision 2, the participation percentage rates by category, Free, Reduced and Paid, will be used to determine the numbers of Free, Reduced and Paid meal counts in future years of participation. These participation rates are applied to the total number of meals served to determine how many meals may be claimed at the free reimbursement rate and the number of meals to be claimed at the paid reimbursement rate. These participation rates and claiming percentages may be used for a total of 4 years for Provision 2 participation.

Programs Participated In:

2019 – 2020	Special Milk Program (Sept 2019 – March 2020)
2020 – 2021	Special Milk Program (Sept – Dec) SFSP (Jan – June 2020)
2021 – 2022	Special Milk Program (Sept – June)
2022 - 2023	School Breakfast and School Lunch (Universal Meals – Prov. 2)

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FSMC Exhibit A-5: Norwich School District - Food Service Program Overview

The National School Breakfast and School Lunch Programs are new to Norwich School District. This school year has been a stepping-stone as food service has evolved from a school with only the special milk program, and food that was either brought from home or a selection of a la carte items from the high school were shipped over for purchase, to the formal school meals program providing complete breakfasts and lunches. Starting as a school without an adequate facility or a cafeteria, the community rallied and outfitted the kitchen with some of the necessary equipment and students consumed their meals in their classrooms. The school and community support this program as it has provided regular access to breakfast and lunch, is convenient for families, provides health benefits and as a Universal Program this year, makes meals available at no charge, removing the stigma of free meal eligibility.

As the team of teachers, administrators and parents worked together develop guidance and criteria for future meal service program operations, a school and community survey conducted a bit after mid-year collected reflections, feedback and suggestions for the team to consider when planning the program for next year. The team feels strongly about the following guidelines and areas to focus on in future program operations:

- Offer nutrient dense foods that are low in sugar, sodium and saturated fat (aligning with the Dietary Guidelines for Americans)
- Incorporate variety with different entrée options made available to students and staff and variety in food items offered; include Ethnic Foods in menus
- Use local and seasonal foods as allowable; highlight local products used on school menus
- Strive to include freshly made or school-baked food items; limit the use of highly processed foods
- Take actions to minimize food waste

The Breakfast menu shall provide at least 2 options, one of which is a hot item and the other is a whole grain rich cereal choice. Cereal choices served as a 1-ounce equivalent should be paired with another item including a meat/meat alternate or a second grain item. Variety in these items is required and a cheese stick must not be the only item offered; Options might include cheese stick, sausage link, toast with Sunbutter, hard boiled egg, yogurt, etc. A low-sugar yogurt served with granola and fruit would also be an acceptable breakfast entrée. Ideally, a small fruit bar could be offered at breakfast with 3-4 fruit options and cut up fruit availability may encourage fruit consumption. Some groups of students may continue to have breakfast in their classrooms so the option of grab & go should be considered as well.

Lunch must include a minimum of 4 menu or entrée options, including a Hot Entrée, Main Entrée Salad, a Deli Entrée and an Alternate Entrée of either a Sunbutter & Jelly Sandwich or a Bento Box type of meal. A vegetarian option must be available daily and vegan options should be offered a minimum of twice per week. A daily fruit and vegetable bar must be available to promote the consumption of fruits and vegetables. Daily options of fruit offered must not be limited to only apples, bananas and oranges; a variety of options must be regularly provided. Canned fruit options when used must be low in sugar.

Breakfast Cereals must be whole grain rich and low in sugar. The CACFP Guidelines for cereals shall be followed and there may not be more than 6 grams of sugar per dry ounce of cereal.

Yogurts served must meet the CACFP Guidelines and not contain more than 23 grams of sugar per 6 ounces. Yogurts low in sugar are preferred.

Sweet dessert type items like Frosted Cinnamon Rolls, Doughnuts, Pop Tarts or Toaster Pastry-type items, Breakfast Cookies, Cereal/Granola Bars must not be offered. School baked muffins or breads made with whole grain rich flour and low in sugar/sweeteners may be offered. Individual cellophane-wrapped highly refined and processed items are discouraged.

Juice may only be served only once per week at breakfast to minimize sugar intake and shall not be served on the same day that chocolate milk is offered at lunch. Fat-free chocolate milk may be served 1 day per week.

Vermont maple syrup shall be served with breakfast items in lieu of breakfast syrups made with corn syrup, high fructose corn syrup and the like.

A la Carte sales are limited to milk and individual food items sold to staff. Smart snacks and similar items may not be available for sale.

Exhibit B-1 Breakfast Meal Pattern

Food Components [1]	Grades K-5		Grades 6-8		Grades 9-12	
	Daily	Weekly [2]	Daily	Weekly [2]	Daily	Weekly [2]
Five Day Breakfast Meal Pattern Grades K-5, 6-8, 9-12						
Milk, fluid (cups) [3] Low-fat (1%) milk or fat-free milk, unflavored or flavored	1	5	1	5	1	5
Fruits (cups) [4] Vegetables may substitute for fruits [5] Fruit juice together with vegetable juice cannot exceed half of the weekly fruits [6]	1	5	1	5	1	5
Grains (ounce equivalents) [7, 8] Whole grain-rich (WGR)	1	7-10	1	8-10	1	9-10
Dietary Specifications (Nutrition Standards) *Daily amount based on the average for a five-day week*						
Calories [9, 10]	350-500		400-550		450-600	
Saturated fat (Percentage of total calories) [10]	< 10		< 10		< 10	
Sodium (milligrams) [10, 11]	≤ 540		≤ 600		≤ 640	
Trans fat (grams) [10]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving					

Menu planning notes

[1] Breakfasts must include the minimum serving of all three components. Larger amounts may be served if the weekly breakfast menu meets the dietary specifications for calories, saturated fat, sodium, and trans-fat. Use the USDA's Food *Buying Guide for Child Nutrition Programs* (FBG) to determine the amount of purchased food that meet the requirements. For processed foods, review the product's Child Nutrition (CN) label or product formulation statement (PFS).

[2] A week equals five days. School Food Authorities (SFAs) that regularly operate for six or seven days must increase the weekly requirements by 20 percent for each additional day. SFAs that regularly operate for less than five days must decrease the weekly requirements by 20 percent for each day less than five days.

[3] SFAs must offer at least two different varieties of low-fat (1%) milk, (flavored or unflavored), or fat-free milk

(flavored or unflavored). At least one choice must be unflavored low-fat or fat-free milk. Whole milk and reduced fat (2%) milk cannot be served.

[4] The fruits component includes fresh fruit, frozen fruit, dried fruit, and canned fruit in juice, water or light syrup. Fruit credits based on volume, except dried fruit credits as twice the volume served, e.g., ¼ cup of dried fruit credits as ½ cup of the fruits component.

[5] Vegetables include fresh, frozen, canned and rehydrated dried vegetables. Dried vegetables require a PFS. A serving of cooked vegetables must be drained, Vegetables from the dark green, red/orange. Legumes and "other" subgroups may substitute for the fruits component at any time. Starchy vegetables (such as hash-brown potatoes) cannot substitute unless the weekly breakfast menu includes at least 2 cups of non-starchy vegetables. Vegetables credit based on volume, except raw leafy greens such as lettuce and spinach credit as half the volume served (e.g. 1 cup credits as ½ cup of vegetables), and tomato paste, and puree credit based on the volume as if reconstituted.

[6] Fruit and vegetable juice must be pasteurized 100 percent full strength juice. Fruit juice together with vegetable juice cannot exceed half of the weekly fruit offerings. The juice limit includes all sources of juice, e.g., 100 percent fruit and vegetable juice, frozen pops made from 100 percent juice, pureed fruits and vegetables in smoothies, and juice from canned fruit in 100 percent juice. For best nutrition, served whole fruits instead of juice.

[7] Per VT Child Nutrition requirements, all of the weekly grains offered at lunch must be Whole Grain Rich (WGR), a stricter requirement than the Federal requirement. WGR foods contain at least 50 percent whole grains, and the remaining grain content comes from enriched flour. Grains must meet the applicable weights (groups A-G) or volumes (groups H-I) in the USDA's ounce equivalents chart (see *Grain Ounce Equivalents for Grades K-12 in the NSLP and SBP),* or provide the minimum creditable grains per serving (see *Calculation Methods for Crediting Grains for Grades K-12 in the NSLP and SBP).* Menus are not required to meet the weekly maximum ounce equivalents for grains but must meet the weekly minimums and stay within the weekly calorie range. The weekly maximum ounce equivalents provide a guide for planning age-appropriate meals that meet the dietary specifications for calories, saturated fat and sodium.

[8] The meat/meat alternates component is not required for breakfast. SFAs may substitute 1-ounce equivalent of meat/meat alternates for 1-ounce equivalent of grains after offering the minimum daily grains serving (1 ounce equivalent). The serving size refers to the edible portion of cooked lean meat, poultry, or fish as served, e.g., cooked lean meat without bone, breading, binders, extenders, or other ingredients. A 1-ounce equivalent equals 1 ounce of lean meat. Poultry, or fish; 1 ounce of cheese (low-fat recommended); 2 ounces of cottage or ricotta cheese (low-fat recommended); ¼ cop of cooked beans and peas (legumes); ½ large egg; 2 tablespoons of nut butters; 1 ounce of nuts r seeds; ¼ cup of commercial tofu containing at least 5 grams of protein; 1 ounce of tempeh; 3 ounces of surimi; ½ cup of yogurt or soy yogurt; and 1 ounce of alternate protein products (APPs). APPs must meet the USDA requirements in Appendix A of the SBP regulations (7 CFR 200). Allowable nuts and seeds include almonds, Brazil nuts, cashews, filberts, macadamia nuts, peanuts, pecans, walnuts, pine nuts, pistachios, and soy nuts.

[9] The breakfast menus' average daily amount of calories for a five-day school week must be at least the minimum value, but no more than the maximum value.

[10] Meals may include discretionary sources of calories (solid fats and added sugars) if the weekly breakfast menu meets the dietary specifications.

[11] These are the first sodium targets. Weekly breakfast menus must meet the first sodium target through June 30, 2024.

Exhibit B-2 NSLP Lunch Meal Pattern

Five Day NSLP Lunch Meal Pattern Grades K-5, 6-8, 9-12						
Food Components [1]	**Grades K-5**		**Grades 6-8**		**Grades 9-12**	
	Daily	**Weekly** [2]	**Daily**	**Weekly** [2]	**Daily**	**Weekly** [2]
Milk, fluid (cups) [3] Low-fat (1%) milk or fat-free milk, unflavored or flavored	1	5	1	5	1	5
Fruits (cups) [4] Fruit juice cannot exceed half of the weekly fruits	½	2½	½	2½	1	5
Vegetables (cups) [5] Vegetable juice cannot exceed half of the weekly vegetables	¾	3¾	¾	3¾	1	5
Dark green [5, 6]	0	½	0	½	0	½
Red/orange [5, 7]	0	¾	0	¾	0	1¼
Beans/peas (legumes) [5, 8]	0	½	0	½	0	½
Starchy [5, 9]	0	½	0	½	0	½
Other [5, 10]	0	½	0	½	0	¾
Additional vegetables to reach total [5, 11]	0	1	0	1	0	1½
Grains (ounce equivalents) [12] Whole grain-rich (WGR)	1	8-9	1	8-10	2	10-12
Meats and meat alternates (ounce equivalents) [13]	1	8-10	1	9-10	2	10-12
Dietary Specifications (Nutrition Standards) *Daily amount based on the average for a five-day week*						
Calories [14, 15]	550-650		600-700		750-850	
Saturated fat (percentage of total calories) [15]	< 10		< 10		< 10	
Sodium (milligrams) [15, 16]	≤ 1,230		≤ 1,360		≤ 1,420	
Trans fat (grams) [15]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving					

Five-day Lunch Meal Patterns for Grades K-5, 6-8, and 9-12

Menu planning notes

[1] Lunches must include the minimum serving of all five components. Larger amounts may be served if the weekly lunch menu meets the dietary specifications for calories, saturated fat, sodium, and trans-fat.

[2] A week equals five days. School food authorities (SFAs) that regularly operate for six or seven days must increase the weekly requirements by 20 percent for each additional day. SFAs that regularly operate for less than five days must decrease the weekly requirements by 20 percent for each day less than five days.

[3] SFAs must offer at least two different varieties of low fat (1%) milk, (unflavored or flavored) or fat-free milk (unflavored or flavored). At least one choice must be unflavored low fat or fat free milk. Whole milk and reduced fat (2%) milk cannot be served.

[4] The fruits component includes fresh fruit, frozen fruit, dried fruit, and canned fruit in juice, water, or light syrup. Fruit credits based on volume, except dried fruit, which credits as twice the volume served, e.g. ¼ cup of dried fruit credits as ½ cop of the fruit's component. Fruit juice must be pasteurized 100 percent full-strength juice and cannot exceed half of the weekly fruit offerings. The juice limit includes all sources of juice, e.g., 100% juice, frozen pops made from 100% juice, pureed fruits in smoothies, and juice from canned fruit in 100% juice. For best nutrition, serve whole fruits instead of juice.

[5] Vegetables include fresh, frozen, canned, and rehydrated dried vegetables. Dried vegetables require a Product Formulation Statement (PFS). A serving of cooked vegetables must be drained. Vegetables credit based on volume, except raw leafy greens credit as half the volume served e.g. 1 cup equals ½ cup vegetables, and tomato paste, and puree credit based on the volume as if reconstituted. Vegetable juice must be pasteurized 100% full-strength juice and cannot exceed half of the weekly vegetable offerings. Pureed vegetables in smoothies credit only as juice.

[6] Examples of the dark green subgroup include bok choy, broccoli, collard greens, dark green leafy lettuce, kale, mesclun, mustard greens, romaine lettuce, spinach, turnip greens, and watercress.

[7] Examples of the red/orange subgroup include acorn squash, butternut squash, carrots, pumpkin, tomato juice, and sweet potatoes.

[8] Examples of the beans and peas (legumes) subgroup include black beans, black-eyed peas, garbanzo beans (chickpeas), kidney beans, lentils, navy beans, soybeans, split beans, and white beans. Note: green peas, green lima beans, and green (string) beans are not legumes and are not in this subgroup.

[9] Examples of the starchy subgroup include black-eyed peas (not dry), corn, cassava, green bananas, green peas, green lima beans, whole hominy (canned, drained), parsnips, plantains, taro, water chestnuts, and white potatoes.

[10] The "other" subgroup includes all other vegetables such as artichokes, asparagus, avocado, beets, Brussels sprouts, cabbage, cauliflower, celery, cucumbers, eggplant, green beans, green peppers, iceberg lettuce, mushrooms, okra, onions, turnips, wax beans, and zucchini. The "other" vegetables requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) subgroups, but not the starchy subgroup.

[11] Any vegetable subgroup may be offered as additional vegetables to meet the total weekly vegetable requirements.

[12] Per VT Child Nutrition requirements, all of the weekly grains offered at lunch must be Whole Grain Rich (WGR), a stricter requirement than the Federal requirement. WGR foods contain at least 50 percent whole grains, and the remaining grain content comes from enriched flour. Grains must meet the applicable weights (groups A-G) or volumes (groups H-I) in the USDA's ounce equivalents chart (see *Grain Ounce Equivalents for Grades K-12 in the NSLP and SBP)*, or provide the minimum creditable grains per serving (see *Calculation Methods for Crediting Grains for Grades K-12 in the NSLP and SBP)*. Menus are not required to meet the weekly maximum ounce equivalents for grains but must meet the weekly minimums and stay within the weekly calorie range. The weekly maximum ounce equivalents provide a guide for planning age-appropriate meals that meet the dietary specifications for calories, saturated fat, and sodium. Up to 2-ounce equivalents per week may be a grain-based dessert if the weekly lunch menu meets the weekly dietary specifications.

[13] The serving size refers to the edible portion of cooked lean meat, poultry, or fish as served, e.g., cooked lean meat without bone, breading, binders, extenders, or other ingredients. A 1-ounce equivalent equals 1 ounce of lean meat, poultry, or fish; 1 ounce of cheese (low-fat recommended); 2 ounces of cottage or ricotta cheese (low-fat recommended); ¼ cup of cooked beans and peas (legumes); ½ large egg; 2 tablespoons of nut butters; 1 ounce of nuts or seeds; ¼ cup (2.2 ounces) of commercial tofu containing at least 5 grams of protein; 1 ounce of tempeh; 3 ounces of surimi; ½ cup of yogurt or soy yogurt; and 1 ounce of alternate protein products (APPs). APPs must meet the USDA

requirements in Appendix A of the NSLP regulations (7 CFR 210). Allowable nuts and seeds include almonds, Brazil nuts, cashews, filberts, macadamia nuts, peanuts, pecans, walnuts, pine nuts, pistachios, and soy nuts. Nuts and seeds cannot credit for more than 50 percent of the meat/meat alternates requirement and must be combined with another meat/meat alternate to meet the minimum daily serving. Menus are not required to meet the weekly maximum ounce equivalents for meat/meat alternates but must meet the weekly minimums and stay within the weekly calorie range. The weekly maximum ounce equivalents provide a guide for planning age-appropriate meals that meet the dietary specifications for calories, saturated fat, and sodium.

[14] The lunch menus' average daily amount of calories for a five-day school week must be at least the minimum value, but no more than the maximum value.

[15] Meals may include discretionary sources of calories (solid fats and added sugars) if the weekly lunch menu meets the dietary specifications.

[16] These are the first sodium targets. Weekly lunch menus must meet the first sodium target through June 30, 2024.

Exhibit B-6: School Breakfast- Menus each day shall include at least two options, one of which is a cereal meal.

Monday	Tuesday	Wednesday	Thursday	Friday
WG Cereal Choices & String Cheese Or Egg & Cheese Wrap Orange Wedges Assorted Juice Lowfat & Fat Free Milk	Fresh Baked WG Blueberry Muffin Or WG Cereal & Yogurt Peach Slices Lowfat & Fat Free Milk	Mini WG Maple Waffles W VT Maple Syrup Or WG Cereal & String Cheese Bananas Low Fat & Fat Free Milk	Yogurt Parfait w Granola or Whole Grain Cereal Choices w/ Sunbutter WG Toast Apples Fruit Choices Low Fat & Fat Free Milk	Sausage, Egg & Cheese English Muffin Or WG Cereal Choices & Sausage Assorted Fruit Low Fat & Fat Free Milk
WG Mini Pancakes W VT Maple Syrup Or Assorted WG Cereals & Yogurt Applesauce Fruit Choices Low Fat & Fat Free Milk	Breakfast Burrito Bowl Or Assorted WG Cereals & English Muffin half Mandarin Orange Segments Assorted Juices Low Fat & Fat Free Milk	Warm Cinnamon Breakfast Rolls Or Assorted WG Cereals & Hard Boiled Egg Fresh Fruit Choices Low Fat & Fat Free Milk	Oatmeal Bar w/Assorted Toppings Or Assorted WG Cereal & Cheese Stick Berry Cup Fruit Choices Low Fat & Fat Free Milk	Breakfast Pizza w/ Sausage & Cheese Or WG Cereal Choices Yogurt Fruit Choices Low Fat & Fat Free Milk
Warm WG Cinnamon Streusel Coffeecake Or Assorted Cereals & String Cheese Pineapple Chunks Fruit Choices Low Fat & Fat Free Milk	Ham, Egg & Cheese WG English Muffin Or Assorted Cereals & Yogurt Fresh Fruit Choices Low Fat & Fat Free Milk	Assorted WG Bagels w Cream Cheese or Sunbutter & Jam Or Assorted WG Cereals & Hard Boiled Egg Bananas Assorted Juices Low Fat & Fat Free Milk	WG French Toast Sticks w VT Maple Syrup Or Assorted WG Cereals & WG English Muffin Half Orange Wedges Low Fat & Fat Free Milk	Scrambled Eggs w Cheese & WG Toast Or Assorted WG Cereals & Cheese Stick Fruit Choices Low Fat & Fat Free Milk
WG Cinnamon Oat Muffin Or Assorted WG Cereals & Cheese Stick Peach Slices Fruit Choices Low Fat & Fat Free Milk	WG Pancakes w VT Maple Syrup Or Assorted WG Cereal & Hard Boiled Egg Fresh Fruit Fruit Choices Low Fat & Fat Free Milk	WG Breakfast Tacos Or Assorted WG Cereals w/Yogurt Fruit Choices Low Fat & Fat Free Milk	Yogurt Parfait Bar w Granola & Fresh Fruit Or Assorted WG Cereals w/Sunbutter and English Muffin half Mixed Fruit Assorted Juices Low Fat & Fat Free Milk	WG French Toast w Sausages Or Assorted WG Cereal w/ Sausage Berries Assorted Fruit Low Fat & Fat Free Milk
WG Waffles w Fruit Syrup or VT Maple Syrup Or Assorted WG Cereals & Cheese Stick Mixed Fruit Low Fat & Fat Free Milk	Fresh Baked WG Fruit Bread w/Cr Cheese Or Assorted WG Cereals w/Eng. Muffin half & Sunbutter Apples or Oranges Assorted Juice Low Fat & Fat Free Milk	Toasted WG English Muffins w Sun Butter & Jam Or Assorted WG Cereals w/Yogurt Bananas & Pears Low Fat & Fat Free Milk	Peaches & Cream WG Muffin Or Assorted WG Cereals w/Yogurt Chilled Fruit Fruit Choices Low Fat & Fat Free Milk	Sausage, Egg & Cheese WG Burrito Or Assorted WG Cereals & Hard Boiled Egg Fruit Choices Low Fat & Fat Free Milk

Only unflavored milk is served at breakfast. Juice is served once per week.

Exhibit B-7: School Lunch Menus each day shall include at least three lunch options including a Hot Main Entrée, Main Entrée Salad, Daily Deli Option, and a Sun Butter and Jelly Sandwich or Bento Box Lunch plus fruit options and milk choices to meet meal pattern requirements found in Exhibit B-2. Two choices of unflavored milk are available daily with flavored milk available once per week.

Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrée	Main Entrée	Main Entrée	Main Entrée	Main Entrée
Homemade Macaroni & Cheese w Glazed Carrots	WG Chicken Nuggets w WG Roll, Potato Wedges	Cheese, Pepperoni or Veggie Pizza w Green Salad	Beef & Bean or Bean Burritos w Mexicali Rice and Cumin Roasted Corn	Hamburger or Cheeseburger or Veggie Burger on WG Bun Sweet Potato Fries
Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée
Ham & Cheese Salad w WG Roll	Tomato Mozzarella Salad on Chopped Romaine w Crispy WG Pita	Chicken Caesar w Garlic Toast	Turkey & Cheese Chef Salad w WG Roll	Antipasto Salad w Garlic Toast
Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée
Roast Beef & Cheddar or Tuna Salad in a WG Pita	Italian Hoagie or Bologna & Cheese on WG Bread	Ham & Cheese or Turkey & Cheese on WG Roll	Buffalo Chicken Wrap	Ham or Turkey & Cheese on a WG Bulkie Roll
Alternate	Alternate	Alternate	Alternate	Alternate
Sun Butter & Jelly Sandwich	Greek Yogurt, Granola, Cut Up Fruit	Grilled Cheese Sandwich	WG Crackers, Cheese & Ham Cubes, Vegetable Sticks	Sun Butter & Jelly Sandwich
Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk
Main Entrée	Main Entrée	Main Entrée	Main Entrée	Main Entrée
Sweet & Sour Chicken or Tofu w Vegetables and WG Fried Rice	Beef, Bean & Cheese Nachos Fresh Vegetable Sticks	Chicken Tikka Masala w WG Rice and Naan	WG Penne with Marinara or Meat Sauce, Bread Sticks	Grilled Chicken Patty Sandwich on a WG Roll, Roasted Vegetables
Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée
Spinach Salad w Egg & Bacon, WG Roll	Chefs Salad w Bread Sticks	Sesame Chicken Salad w Mandarin Oranges & WG Pita	Chopped Cobb Salad w Garlic Toast	Ham & Cheese Salad w WG Roll Or Tuna Tomato Salad w WG Roll
Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée
Ham & Cheese or Bologna & Cheese on WG Deli Roll	Buffalo Chicken WG Wrap or Egg Salad WG Pita	Turkey & Cranberry WG Wrap or Turkey and Cheese on WG Bread	Ham, Cheddar & Apple Wrap or Ham & Cheese Sandwich	Turkey Bacon on a WG Deli Roll or Tuna Salad
Alternate	Alternate	Alternate	Alternate	Alternate
Hummus, Vegetable Sticks, WG Pita Wedges	Grilled Cheese Sandwich	Greek Yogurt, Graham Crackers, Berries	Sun Butter & Jelly Sandwich	Flat bread, Mozz.. Cheese & Tomato Slices w/Basil
Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk

Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrée	Main Entrée	Main Entrée	Main Entrée	Main Entrée
Pork or Beef Fajitas w Veggies & Rice , Refried Beans	Breakfast for Lunch – Sausage or Tofu Alternate, Home Fries, Silver Dollar Pancakes w VT Maple Syrup	BBQ Chicken Pizza, Cheese Pizza, or Vegetable Pizza w Romaine Salad	Beef or Veggie Burger Bar w Cheese, Vegetable Toppings, WG Roll, Sweet Potato Wedges	Lasagna w Garlic Bread, Green Salad (Meat or Veggie)
Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée
Chicken Caesar Salad w WG Bread Stick	Turkey & Cheese Chef Salad w WG Roll	Antipasto Salad w Garlic Toast	Ham & Cheddar Salad w WG Roll	Spinach Salad w Sliced Eggs & Bacon, WG Garlic Bread
Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée
Tuna Salad or Bologna & Cheese Wrap	Roast Beef & Cheddar or Ham & Cheddar on a WG Deli Roll	Italian Hoagie on Whole Grain Roll or Salami & Cheese	BBQ Chicken & Cheddar Wrap or Egg Salad Sandwich	Ham & Cheese or Turkey on Whole Grain Roll or Wrap
Alternate	Alternate	Alternate	Alternate	Alternate
Sun Butter & Jelly Sandwich	Pita Bread w Hummus and Vegetable Sticks	Sun Butter & Jelly Sandwich	Greek Yogurt, Granola & Berries	Sun Butter & Jelly Sandwich
Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk
Main Entrée	Main Entrée	Main Entrée	Main Entrée	Main Entrée
Rotini w Meat Sauce or Marinara & Cheese, Garlic Bread and Caesar Salad	Baked Chicken with Rice Pilaf and Baby Green Peas	Ramen Bowls w Stir Fry Pork or Tofu & Vegetables	Chicken, Beef or Bean Tacos w Rice & Beans	Pulled Pork Sandwich w Potato Wedges & Cole Slaw
Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée
Tomato & Mozzarella Salad w Garlic Toast	Ham & Provolone Salad w WG Roll	Chicken Caesar Salad w Garlic Bread	Green Salad w Sliced Turkey & Dried Cranberries, Whole Grain Roll	Cobb Salad w WG Bread Sticks
Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée
Tuna Salad or Bologna & Cheese WG Wrap	Roast Beef & Cheddar or Ham & Cheddar on a WG Deli Roll	Italian Hoagie on Whole Grain Roll or Salami & Cheese	BBQ Chicken & Cheddar WG Wrap or Egg Salad Sandwich	Ham & Cheese or Turkey on Whole Grain Roll or Wrap
Alternate	Alternate	Alternate	Alternate	Alternate
Grilled Cheese Sandwich	Sun Butter & Jelly Sandwich	Cheese & Pepperoni, WG Flat Bread, Tomato Slices	Sun Butter & Jelly Sandwich	Greek Yogurt, Cut up Fruit, WG Granola
Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk`	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk

Monday	Tuesday	Wednesday	Thursday	Friday
Main Entrée	Main Entrée	Main Entrée	Main Entrée	Main Entrée
Teriyaki Chicken or Tofu w Rice and Stir Fried Vegetables	Hot Meatball Sub, Roasted Vegetables, Chickpea & Cucumber Salad	Pepperoni, Cheese or Vegetable Pizza, Green Salad	WG Penne Alfredo w Chicken & Broccoli or Broccoli, Garlic Bread	Mozzarella Bread Sticks w Marinara Sauce or Meat Sauce, Caesar Salad
Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée	Salad Entrée
Garden Salad w Eggs & Cheese, WG Roll	Chicken Caesar Salad w WG Garlic Toast	Antipasto Salad with WG Bread Sticks	Spinach Salad w Egg & Bacon, WG Garlic Bread	Chef Salad w WG Pita
Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée	Deli Entrée
Ham & Cheese Wrap	Turkey & Bacon on WG Roll	Buffalo Chicken Wrap	Roast Beef or Bologna & Cheddar in a WG Pita	Ham & Swiss or Turkey & Swiss on WG Bread
Alternate	Alternate	Alternate	Alternate	Alternate
Sun Butter & Jelly Sandwich	WG Pita, Sliced Cheese, Cucumber & Chick Pea Salad	Sun Butter & Jelly Sandwich	Hummus, Bread Sticks, Vegetable Sticks	Sun Butter & Jelly Sandwich
Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk	Daily: Assorted Fruit Options and/or Fruit & Veggie Bar Low Fat & Fat Free Milk

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Exhibit B-8: Norwich School District Meal Prices – 2022-2023

SITE OR SCHOOL	STUDENT BREAKFAST	STUDENT LUNCH	ADULT BREAKFAST	ADULT LUNCH
Norwich SD	N/C*	N/C*	$3.50	$5.00

* Currently operation Provision 2

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FSMC Exhibit B-9: Minimum Food Specifications

Food Type	Minimum Requirements
Dairy Products	Grade A
Meat	USDA Grade Choice, U.S. Government Inspected
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits and Vegetables	U.S. Grade A Choice, low in sugar and sodium
Fresh Fruits and Vegetables	U.S. No. 1 Grade
Frozen Fruits and Vegetables	USDA Grade A
Bread	Packaged bread and buns to be Manufacturer dated for freshness; All cereals, grains and breads must be whole grain rich
Milk	Grade A
Ice Cream	Grade A

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Exhibit C: Norwich School District – USDA Foods

USDA Foods Entitlement	
School Year 2022 - 2023	$18,929.85
School Year 2023 - 2024	$17,496.47

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Exhibit E-1: Norwich SD Claim Totals & Reimbursement – Current School Year 2022-2023

	Breakfast Meal Counts			Reimbursement Earnings			Lunch Meal Counts			Reimbursement Earnings			Total Monthly Earnings
Month	Free	Paid	Total	Federal $	State $	Total Breakfast $	Free	Paid	Total	Federal $	State $	Total Lunch $	Total Reimbursement Earnings $
August 2022	2	150	152	$ 79.52	$ 264.00	$ 343.52	6	150	156	$ 141.48	$ 534.00	$ 675.48	$ 1,019.00
September 2022	99	2470	2569	$ 1,458.74	$ 4,347.20	$ 5,805.94	115	4051	4166	$ 3,617.22	$ 14,421.56	$ 18,038.78	$ 23,844.72
October 2022	89	2027	2116	$ 1,214.64	$ 3,567.52	$ 4,782.16	113	3984	4097	$ 3,556.97	$ 14,183.04	$ 17,740.01	$ 22,522.17
November 2022	69	1923	1992	$ 1,117.44	$ 3,384.48	$ 4,501.92	110	3867	3977	$ 3,453.89	$ 13,766.52	$ 17,220.41	$ 21,722.33
December 2022	56	1320	1376	$ 786.56	$ 2,323.20	$ 3,109.76	80	2789	2869	$ 2,493.93	$ 9,928.84	$ 12,422.77	$ 15,532.53
January 2023	68	1448	1516	$ 877.68	$ 2,548.48	$ 3,426.16	93	3200	3293	$ 2,866.69	$ 11,392.00	$ 14,258.69	$ 17,684.85
February 2023	61	1360	1421	$ 817.86	$ 2,393.60	$ 3,211.46	108	2909	3017	$ 2,707.57	$ 10,356.04	$ 13,063.61	$ 16,275.07
March 2023	89	1768	1857	$ 1,085.14	$ 3,111.68	$ 4,196.82	122	4040	4162	$ 3,639.06	$ 14,382.40	$ 18,021.46	$ 22,218.28

No reduced price meals were served.

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Exhibit E-2: Claim Totals & Resulting Reimbursement Claiming Percentages from Base Year 2022-2023 to Date

	Breakfast Meal Counts*			Reimbursement Claiming Percentages		ADP B	Lunch Meal Counts*			Reimbursement Claiming Percentages		ADP L
Month	Free	Paid	Total	Free	Paid		Free	Paid	Total	Free	Paid	
August 2022	2	150	152	.0132	.9868	2.1%	6	150	156	.0385	.9615	46.99%
September 2022	99	2470	2569	.0385	.9615	36.65%	115	4051	4166	.0276	.9724	61.81%
October 2022	89	2027	2116	.0421	.9579	34.88%	113	3984	4097	.0276	.9724	67.54%
November 2022	69	1923	1992	.0346	.9654	32.94%	110	3867	3977	.0277	.9723	65.76%
December 2022	56	1320	1376	.0407	.9593	29.25%	80	2789	2869	.0279	.9721	60.99%
January 2023	68	1448	1516	.0449	.9551	29.89%	93	3200	3293	.0282	.9718	64.93%
February 2023	61	1360	1421	.0429	.9571	29.88%	108	2909	3017	.0358	.9642	63.45%
March 2023	89	1768	1857	.0479	.9521	29.48%	122	4040	4162	.0293	.9707	66.06%

*No reduced price meals were served.

Reimbursement Claiming Percentages: Schools participating in Provision 2 must collect meal applications and take daily meal counts by category and report the counts by category on the claims for reimbursement each month for each meal type in the first or Base Year of operation. The number of free meals served for each meal type (B & L) is divided by the total number of meals served which determines the free claiming percentage; the same is done for paid meals, number of paid meals is divided by the total meals served for each meal type. The resulting Claiming Percentages will be used to determine the number of free and paid meals to claim each month in school year 2023-2024 if the school continues participating in Provision 2. A total number of meals served by type will be taken daily and then will be reported on the claims for reimbursement; claiming percentages listed above for each month will be used to calculate how many meals will be claimed at the free rate and how many will be claimed at the paid rate.

Example: The total number of breakfasts served in September 2023 will be multiplied by .0385 to determine the number of meals to be claimed at the free reimbursement rate for that month; the total number of breakfasts multiplied by .9615 will be claimed at the paid rate of reimbursement.

ADP (Average Daily Participation for Breakfast and Lunch): The attendance percentage for Norwich School District is 95%. Average daily participation indicates the percentage of students in school that participate daily in the school breakfast and school lunch programs.

For September 2022, the statewide average daily participation rate was 35.42% for breakfast and 58.89% for lunch.
For October 2022, the statewide average daily participation rate was 38.63% for breakfast and 60.55% for lunch.

Daily Participation by Free & Paid Eligible Students:

Free Eligible Students: 62.5% of the free eligible students participate daily at breakfast and 76.58% of the free eligible students participate in lunch daily.

Paid/Over-Income Students: 32.75% of the paid students participate daily at breakfast and 57.25% of the paid students participate in lunch daily.

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Exhibit F – Norwich School District Current Staffing Patterns

Site or School	Employee Name (optional)	Job Title	Hourly Rate $	Daily Hours	Number of Days Paid	Total Annual Wage ($)
Norwich School	Cynthia	Site Mgr	$21.89	8	185	$32,397
Norwich School	Annie Jeffries	Point of Sale/Meal Counts; Serves Breakfast	$22.00	4	175	$15,400

TOTAL LABOR	$
Retirement	$
Substitute Pay	$

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Exhibit G: Norwich School District – Local Wellness Policy

As a new school participating in the National School Lunch & Breakfast, Norwich School has not developed their Local Wellness Policy. This work is in process.

Book	NORWICH POLICIES
Section	E - Support Services
Title	Meals Charging Policy
Code	EFAA
Status	Active
Adopted	February 2, 2022
Last Reviewed	January 5, 2022

The Norwich School District believes that all students should have access to a healthy, well-balanced meal during the school day.

The School Board discourages breakfast and lunch meal charges that result in outstanding balances but recognizes that occasional emergencies may make such charges necessary. In consideration of such emergency meal charges, the Board adopts the following policy.

- All overdue charges must be paid within five school days.
- Students may not carry an overdue balance that exceeds $50.00.
- Parents will be notified and asked for prompt payment after the first charge.
- No à la carte items may be charged, except lunch milk in elementary schools.

After five (5) days of non-payment, or if steps have not been taken to apply for assistance, or if the parent/guardian has not contacted the food service department to make arrangements, the District will investigate the reasons for nonpayment and may then consider suspending a student's lunch privileges, if appropriate. The food service manager will monitor the student at meal periods to ensure the student is receiving a lunch provided by the parent/guardian.

If a student who has been determined to be ineligible for free or reduced-cost meals or whose parents have refused to cooperate with filing an application for free or reduced-cost meals is consistently not provided with meals, either through a meal sent from home or the payment for a meal through the school meal program, the Principal will assess whether a report of child neglect is warranted to the Vermont Department of Health and/or Department for Children and Families.

The Board strongly recommends that parents/guardians make meal payments in advance. You may view your student's lunch account, and set up a lunch account balance reminder as well. You may contact your building principal or administration for assistance. Or refer to your student handbook for more details on payment options. Unpaid meal balances may be turned over to collections after 30 calendar days.

First reading: Jan 5, 2022
Second reading: Feb 2, 2022
Approval: Feb 2, 2022

Exhibit K-

2022-23 CALENDAR
NORWICH SCHOOL DISTRICT
First day of school is **Wednesday, August 31**

	M	T	W	TH	F	
JULY						
(0)					1	P
	H*	5	6	7	8	
	11	12	13	14	15	P
	18	19	20	21	22	
	25	26	27	28	29	P
AUG.						
(1)						
	1	2	3	4	5	
	8	9	10	11	12	P
	15	16	17	18	19	
	22	23	24	25	(26)	P
	(29)	(30)	31			
SEPT.						
(20)				1	2	
	H*	6	7	8	9	P
	12	13	14	15	16	
	19	20	21	(22)	23	P
	26	27	28	29	30	
OCT.						
(18)	3	4	5	6	(7)	P
	H	11	12	13	14	
	17	18	(19)	20	21	P
	24	25	26	27	28	
	31					
NOV.						
(18)		1	2	3	4	P
	7	8	9	10	H*	
	14	15	16	17	18	P
	21	22	H	H*	H*	
	28	29	30			
DEC.						
(15)				1	2	P
	5	6	7	8	9	
	12	13	14	15	16	P
	19	20	21	22	H*	
	H*	27	28	29	30	P

	M	T	W	TH	F	
JAN.						
(19)						
	H*	3	4	5	6	
	9	10	11	12	13	P
	H*	17	18	19	20	
	23	24	25	26	(27)	P
	30	31				
FEB						
(15)			1	2	3	
	6	7	8	9	10	P
	13	14	15	16	17	
	H*	21	22	23	24	P
	27	28				
MAR.						
(21)			1	2	3	
	(6)	7	8	9	10	P
	13	14	15	16	(17)	
	20	21	22	23	24	P
	27	28	29	30	31	
APR.						
(15)	3	4	5	6	7	P
	10	11	12	13	14	
	17	18	19	20	21	P
	24	25	26	27	28	
MAY						
(21)	1	2	3	4	5	P
	8	9	(10)	11	12	
	15	16	17	18	19	P
	22	23	24	25	26	
	H*	30	31			
JUNE						
(12)				1	2	P
	5	6	7	8	9	
	12	13	14	15	**16**	P
	19	20/S	21/S	22/S	23/S	
	26	27	28	29	30	P

Text

KEY: __ Non-school day for students, most staff
(_) Teacher in-service days; no school for students
H Holiday; schools closed for students and staff
( ) Parent-Teacher Conferences

H* SAU 70 Office and school offices closed
Bold Last day of school, if no snow or emergency days
P Payday for staff
S Snow day makeup day if necessary

First day of school is Wednesday, August 31, 2022. Please note that there are **no half-days** of school in the calendar (except the last day of school). In-service days for Norwich staff (no school for students) are August, 26, 29, 30, September 22, October 7 and 19, January 27, March 6 and March 17, and May 10.

Note: The VT Agency of Education requires no fewer than 175 instructional days for students. Adhering to this requirement, the last day of school is scheduled to be June 16. The last day of school may change depending on the number of days lost to emergency closings.
Adopted: Feb 2, 2022

Exhibit K -

2023-24 CALENDAR
Norwich SCHOOL DISTRICT
First day of school is **Aug 30**

	M	T	W	TH	F	
JULY						
(0)						
	3	H*	5	6	7	
	10	11	12	13	14	P
	17	18	19	21	22	
	24	25	26	27	28	P
AUG.						
(2)						
		1	2	3	4	
	7	8	9	10	11	P
	14	15	16	17	18	
	21	22	23	24	25	P
	(28)	(29)	30	31		
SEPT.						
(19)					1	
	H*	5	6	7	8	P
	11	12	13	14	15	
	18	19	20	21	22	P
	(25)	26	27	28	29	
OCT.						
(19)	2	3	4	5	(6)	P
	H	10	11	12	13	
	16	17	18	19	(20)	P
	23	24	25	26	27	
	30	31				
NOV.						
(18)			1	2	3	P
	6	7	8	9	H*	
	13	14	15	16	17	P
	20	21	H	H*	H*	
	27	28	29	30		
DEC.						
(15)					1	P
	4	5	6	7	8	
	11	12	13	14	15	P
	18	19	20	21	22	
	H*	H*	27	28	29	P

	M	T	W	TH	F	
JAN.						
(19)						
	H*	2	3	4	5	
	8	9	10	11	12	P
	H*	16	17	18	19	
	22	23	24	25	(26)	P
	29	30	31			
FEB.						
(16)				1	2	
	5	6	7	8	9	P
	12	13	14	15	16	
	H*	20	21	22	23	P
	26	27	28	29		
MAR.						
(19)					1	
	Text4	5	6	7	8	P
	(11)	12	13	14	(15)	
	18	19	20	21	22	P
	25	26	27	28	29	
APR.						
(17)	1	2	3	4	5	P
	8	9	10	11	12	
	15	16	17	18	19	P
	22	23	24	25	26	
	29	30				
MAY						
(21)			1	2	3	P
	(6)	7	8	9	10	
	13	14	15	16	17	P
	20	21	22	23	24	
	H*	28	29	30	31	P
JUNE						
(10)						
	3	4	5	6	7	
	10	11	12	13	**14**	P
	(17)/S	18/S	19	20/S	21/S	
	24/S	25	26	27	28	P

KEY: __ Non-school day for students, most staff
(_) Teacher in-service days; no school for students
H Holiday; schools closed for students and staff
( ) Parent-Teacher Conferences

H* SAU 70 Office and school offices closed
Bold Last day of school, if no snow or emergency days
P Payday for staff
S Snow day makeup day if necessary

First day of school is Wednesday, August 30, 2023. Please note that there are no **half-days** of school (except for the last day of school.) In-service days for Norwich staff (no school for students) are August 28, and 29, September 25, October 6, Jan 26, March 11, May 6, plus one day following the close of school

Note: The VT Agency of Education requires no fewer 175 instructional-day for students. Adhering to this requirement, the last day of school is scheduled to be June 14. The last day of school may change depending on the number of days lost to emergency closings.
Adopted: 2/1/2023

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Norwich School District

Exhibit L: Bidder Responsibility and Responsiveness Criteria

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
1. Price	Bid Summary is used to calculate price.	Price must be the highest weighted criterion for both the lowest and second lowest price.
2. Meal / Menu Quality:	Proposed menus meet meal pattern requirements for each school age and grade-group and program. Menus and recipes provided indicate a variety of nutritious and creative options that include freshly prepared items	• Menus are prepared and submitted by FSMC, meet meal pattern requirements, and include all current and future proposed programs • Descriptive and specific examples of menu items are included which speak to the quality of meals • Pictures of meals are provided to further illustrate quality • A fruit or vegetable bar option is included for lunch; a smaller fruit bar is available for breakfast • Menu items are diverse and creative; Ethnic foods and entrees are included in menus regularly • Vegetarian options are included daily; vegan options are available 2 times per week • Seasonal and local food items are incorporated in the menus regularly • Menus reflect guidelines from the Food Service Program Overview

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
3. Breakfast Program:	A variety of breakfast menus and options are offered to students.	• Menus and recipes provided indicate a variety of nutritious, creative, hot and cold breakfast options that include freshly prepared items and a variety to support increased participation • FSMC has the capacity to offer Grab & Go options or operate Breakfast After the Bell • Pictures of meals are provided to illustrate quality • Majority of menu items are minimally processed (such as yogurt or egg and cheese sandwiches) • Fruit is highlighted on the menu (either via the limited use of juice to meet fruit requirements and/or fresh cut fruit options offered multiple times throughout the week); fruit is cut or prepared and /or served to promote consumption • Juice is not served more than 1 time per week • Breakfast items contain limited added sugars and yogurts and breakfast cereals comply with CACFP regulations for sugars and added sugars (Yogurt contains no more than 23g of sugar per 6 oz. and cereal contains no more than 6g of sugar per dry oz.) • Grain Based Desserts are not offered as breakfast items (Prohibited items include doughnuts, frosted cinnamon rolls, breakfast/cereal bars, toaster pastry and other grain items high in sugar) • Fresh baked whole grain rich items low in sugar may be served • Meat/meat alternates are regularly included in breakfast options
4. Lunch Program:	A variety of lunch menus and options are offered to the students	• Menus and recipes provided indicate a variety of nutritious, creative, hot and cold menu options that include freshly prepared items and options to support increased participation. • FSMC has the capacity to offer Grab & Go options for field trips and events • Pictures of meals are provided to illustrate quality • The majority of menu items are minimally processed (such as main entrée items) • A vegetarian option is offered daily, not including Sunbutter sandwiches. A Vegan option is offered at least

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
		twice per week. • Ethnic and culturally diverse foods are included in the menus. Examples might include: tikka masala, saag paneer, gyros, ramen, and ingredients like beans, peas, legumes, plantains and a variety of grains. • Chocolate milk is limited to being served 1 time per week and not on the same day that juice is served at breakfast. • Daily meal offerings must include: • A hot or main entrée • A sandwich, wrap or deli option(s) • A main entrée salad(s) w meat/meat alternate & grain • Bento Box type meal or yogurt, grain, fruit option
5. School Nutrition Staff Benefits:	Description of efforts to recruit and retain qualified staff are provided Description of employee benefits including sick leave and paid time off. Relevant section of employee handbook. Professional Development meets the USDA minimum standards.	• Company demonstrates efforts to recruit qualified staff and provides documentation of efforts to support and maintain retention of employees • Employee benefits include reasonable amounts of sick leave and paid time off • Professional Development is provided which meets or exceeds minimum standards. • Staff are paid for their hours spent receiving Professional Development • A comprehensive health insurance package is provided • Clear explanation of how employee benefits align with the FSMC's mission and values • There is a clear plan in place for when multiple staff are sick • Documentation of low turnover at other SFA accounts is provided • Bids from FSMCs offering more competitive wages and generous benefit packages receive higher scores on this criterion

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
6. A la Carte Offerings:	FSMC provides limited a la carte options for sale	• The list of items meets the criteria listed in the nutrition and wellness policy and RFP standards • All items are Smart Snack Compliant and appropriate based on individual school practices and guidance (Alliance for a Healthier Generation Smart Snacks Product Calculator may be used to determine) • Milk is the only a la carte option made available to students; staff may purchase components of the meals as a la carte purchases Bids in which a la carte (other than milk) is not offered during program meal service will receive higher scores
7. Documentation & Recordkeeping:	The company provides a consolidated monthly invoice to the district.	• The monthly invoice and documentation include meal counts by site, a la carte sales and equivalents calculated, catering totals, USDA Foods crediting and inventory data, site activity reports with meal counts, funds collected and deposited, and any changes in staffing at respective sites. • Information is clear, concise, and compliant. • Program materials are provided to document menus consistently meet meal pattern requirements and program goals
8. Increased Participation:	FSMC promotes the program and nutrition across all operating programs. School and student involvement in menus and the school meals program are a priority	• Examples of promotional and merchandising signage are provided to indicate how the program and meals will be marketed to customers to encourage participation in the programs and to support the value in the program supporting the SFA's health, wellness and nutrition policies and goals. • FSMC will budget for and run monthly taste tests to increase participation and encourage the consumption of fruits and vegetables and new entrée items • A clear plan is included which outlines exactly what initiatives would be enacted. • School and student involvement in menus and the school meals program are a priority and occur a minimum of 8 times per year (Curriculum, farm to school, Nutrition activities, incorporation of local foods)

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
9. Local Procurement:	Bid includes commitment to purchase at least20% of program foods locally (defined as Vermont Local by VT Act 129). A system for tracking and reporting local is included in the bid.	• FSMC indicates companies it uses to procure local foods for menu implementation, indicates local foods merchandising, and provides sample evidence of documentation of value local purchases as percent of total food purchases. • A history of reliable and consistent local purchasing is illustrated in other accounts. • FSMC will use Harvest of the Month or similar programs to highlight local products on the menu • Bids that do not address local would receive no points for this criterion. Bids may receive partial points if a local purchasing commitment is included but no additional details are provided. • When fruits, vegetables and other local food items typically purchased from Vermont are not available or economically viable, regional products are sourced from New England and New York.
10. Commitment to Sustainability:	FSMC demonstrates a commitment to sustainability via menus and operating practices	• Menus include plant-forward items, • Clear plan is included which details how food packaging will be limited. Packaging that is used is primarily made of recycled or compostable materials • All trays and utensils used during meal service are reusable • All waste items are composted or disposed of appropriately • Measures taken to minimize waste include portioning of food items, well-planned menus and service techniques, training and implementation of Offer vs. Serve, food waste monitoring with students, etc.
11. Financial Strength and Viability of the Company:	Company is financially and administratively capable to operate and provide services to school district.	• The company submits the most recent 2 years' Audited Profit and Loss Statements that indicate stability and profitability of the company. • The company provides staffing information for the service area/district to indicate administrative capability for oversight, management, and program operations.

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evaluation Considerations (Not all points need to be met to be considered Responsive, but the more points met will lead to higher scores)
12. References:	Company will include three current references of similar program schools.	• Company will submit three current references with contact information, description of account in terms of programs serviced, meal counts, and years of operating these referenced schools. Also include a history of lost accounts. • Higher levels of satisfaction and enthusiasm of references with notations that reflect efforts to improve and support overall program quality will lead to higher scores.

Norwich School District
RFP for School Year 2023 – 2024
April 17, 2023

Food Service Management Proposals Due
12:00 Noon, May 30, 2023

to:
Norwich School District
SAU 70
41 Lebanon St, Suite 2
Hanover, NH 03755

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