NOTICE OF REQUEST FOR PROPOSALS

FOOD SERVICE MANAGEMENT COMPANY
RFP 2016-17-003

Notice is hereby given that the Governing Board of the Travis Unified School District (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so and Respondent's proposal complies with the requirements of this RFP. The SFA reserves the right to negotiate final contractual terms with the successful respondent.

The Request for Proposal (RFP) documents are available at
Travis Unified School District's web site at https://www.travisusd.org

To request the RFP documents by e-mail, postal mail, or fax, please contact:
Travis Unified School District Business Office
Attn: Ms. Kelly Hatcher, Director Food Service
Postal Mail: 2751 De Ronde Drive, Fairfield, CA 94533
E-mail: khatcher@travisusd.org
Fax 707-437-8238

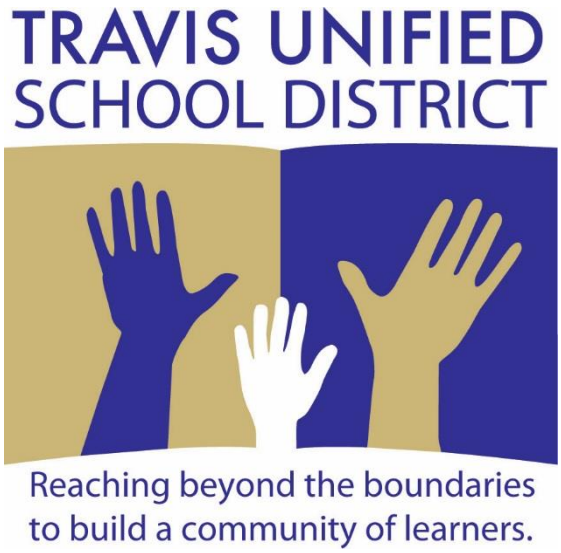
The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Tour** of the SFA facilities on:
Thursday, February, 23, 2017 at 9:00 a.m.
Location: 2751 De Ronde Drive, Fairfield, CA 94533
All potential Respondents must attend in order to submit a proposal.

Respondents must submit written proposals in a sealed package labeled:
Proposal - Food Service Management Company
RFP 2016-17-003
Addressed to the SFA at:
Travis Unified School District Business Office
2751 De Ronde Drive, Fairfield, CA 94533
Attn: Ms. Kelly Hatcher, Director Food Service

The SFA will accept all proposals received on or before **Monday, March 20, 2017 at 2:00 p.m**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on, Monday, March 20, 2017, or soon thereafter.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board of Education at its regularly scheduled meeting.



REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY

RFP 2016-17-003

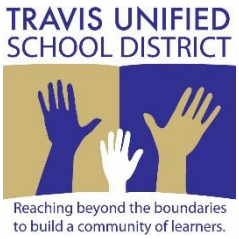
by

TRAVIS UNIFIED SCHOOL DISTRICT
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Ms. Kelly Hatcher
Director Food Service

Travis Unified School District Business Office
2751 De Ronde Drive, Fairfield, CA 94533
Fax: 707-437-8238
Email khatcher@travisusd.org



Request for Proposal Food Service Management Company
RFP 2016-17-003

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Exhibit 1: Model Fixed-Price Contract II

INTRODUCTION/PURPOSE OF SOLICITATION

The purpose of this Request for Proposal (**RFP**) is to enter into a fixed-price contract with a food service management company (**FSMC**) that will provide Travis Unified School District (hereinafter referred to as the school food authority, or **SFA**) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program (**NSLP**) and School Breakfast Program (**SBP**) and may do the After School Snack and Child and Adult Care Food Program (**CACFP**) 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 of the SFA are:

A. To provide an appealing and nutritionally sound program for students as economically as possible.
B. To maintain a food service program that is cost neutral to the SFA.
C. To stimulate, and increase both student and adult participation in the food service program through improving relations with students, staff and the community by creating awareness of the advantages of a sound food service program.
D. To promote an educational value and nutritional awareness wherever the food service operation can interface with SFA's programs.
E. To maintain reasonable competitive prices in the food service program.
F. To maintain student and staff morale at a high level.
G. To reach highest maximum participation and show a reasonable increase throughout the year and from year-to-year.

SFAs will conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 *CFR*), Part 200.319(a)(1-7). The SFA shall share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use the competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are some of the competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.

- The SFA released this RFP to benefit the SFA and not the Respondents.

- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.

- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal

- Ask appropriate questions or request clarification before the deadline in the RFP

- Submit all required responses by the required deadlines

- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the deadline for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

TRAVIS UNIFIED SCHOOL DISTRICT

Reaching beyond the boundaries to build a community of learners.

SCHEDULE OF EVENTS
FOR
REQUEST FOR PROPOSAL FOOD SERVICE MANAGEMENT COMPANY
RFP 2016-17-003

• Board Meeting – RFP Approval	Tuesday	January 10, 2017
• Release of RFP	Monday	February 6, 2017
• First Public Notice	Monday	February 6, 2017
• Second Public Notice	Monday	February 13, 2017
• Mandatory Tour	Thursday	February 23, 2017
• Respondent Question Submission Deadline	Wednesday	February 27, 2017
• SFA Deadline for Answers	Monday	March 6, 2017
• Deadline for Submission of Sealed Proposal	Monday	March 20, 2017
• Proposals Opened	Monday	March 20, 2017
• Proposals Evaluated	Tuesday	March 21, 2017
• Board Meeting – Proposal Approval	Tuesday	April 11, 2017
• Anticipated Contract Award Date	Tuesday	April 11, 2017

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at https://www.travisusd.org.

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend. (See Attachment A for more information.)

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.

3. The SFA has the right to reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA also has the right to reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.

4. Respondents are responsible for the costs of developing and submitting proposals, and shall not charge the SFA for any preparation costs.

5. Respondents that do not intend to submit a proposal shall notify the SFA in writing.

6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

7. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or its authorized agent. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on https://www.travisusd.org. The SFA will also notify Respondents so they can obtain any addenda from the SFA's web site, or request it by e-mail, postal mail, or fax.

9. The SFA reserves the right to reject all proposals for reasonable cause. The SFA is not required to award a contract.

10. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by that Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

11. The SFA will not consider a joint proposal submitted by two or more entities.

12. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included and separately identified in the proposal.

13. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP, including attendance of the Mandatory Tour.

14. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

15. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.

16. Respondents may submit their questions regarding the information presented in this RFP to Travis Unified School District Business Office, Attn: Ms. Kelly Hatcher, Director Food Service, in writing by postal mail at 2751 De Ronde Drive, Fairfield, CA 94533, or via e-mail at khatcher@travisusd.org, no later than **Wednesday, February 27, 2017 at 5:00 p.m**. The SFA will answer all questions received by this deadline in writing without exposing the query source, on or before **Monday, March 6, 2017 at 5:00 p.m**. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions. All questions and answers will be posted on the district website for review at https://www.travisusd.org

17. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

18. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

19. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour.

20. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).

    a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."

    b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is

an inconsistency between the paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown here:

Proposal—Food Service Management Company

[INSERT FSMC Name Submitting RFP]

TRAVIS UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL
FOOD SERVICE PROGRAM

RFP 2016-17-003

Travis Unified School District Business Office
2751 De Ronde Drive
Fairfield, CA 94533
Attn: Ms. Kelly Hatcher, Director Food Service

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal shall be as follows:

Section	Title
A.	Cover Letter
B.	Table of Contents
C.	Attachments Checklist
D.	Required Attachments
E.	Minimum Qualifications
F.	FSMC Professional Standards
G.	Proposal Questionnaire
H.	Respondent References
I.	Authorization Agreement
J.	Fee Proposal
K.	Certifications

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may also reject the proposal if the Respondent fails to include the following required information in the cover letter:

- Name and address of responding company.
- Organizational structure of the responding company (e.g., corporation, partnership, etc.) and years in operation.
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA.
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison.
- A statement expressing the Respondent's willingness to perform the services described in this RFP and in accordance with the terms of the attached contract at Exhibit 1.
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP and in the attached contract at Exhibit 1.

- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages within the proposal packet to be considered proprietary. **Note**: the Respondent cannot consider the entire proposal to be proprietary. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the SFA to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposal packets shall be held confidential by the FSA and shall not be subject to disclosure under the California Public Records Act until after either: (1) the SFA and the successful Respondent have completed negotiations and entered into a contract; or (2) the SFA has rejected all proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any proposal packet. Proposal packets and any other supporting materials submitted to the SFA in response to this RFP will not be returned and will become the property of the District unless portions of the materials are specifically designated as proprietary at the time of submittal, and are specifically requested to be returned.

- The following certifications:

  By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

  We received a copy of the proposed contract attached to the RFP at Exhibit 1, and have reviewed the indemnity provisions and insurance requirements contained in the contract. If given the opportunity to contract with Travis Unified School District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement.

  We hereby certify that no official or employee of the Travis Unified School District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

C. Attachments Checklist

The Respondent shall include all documents identified in the Attachments Checklist (see Attachment B). The SFA may reject proposals that do not include the proper required attachments.

D. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

E. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (see Attachment D).

F. Proposal Questionnaire

The Proposal Questionnaire (see Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

G. Respondent References

Respondents must provide three references on the Respondent References form (see Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

H. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (see Attachment G) and return it with the proposal package.

I. Fee Proposal

The Respondent must complete the Fee Proposal (see Attachment H) and return it with the proposal package.

J. Certifications

The Respondent must complete the certifications (see Attachments I, J, K and L) and return them with the proposal package.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change or replace their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	15
Experience with School Breakfast and National School Lunch Programs.	15
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	15
Cost	25
TOTAL MAXIMUM POINTS	**100**

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

[ATTACHMENTS BEGIN ON FOLLOWING PAGE.]

Attachment A

Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Respondents may not contact any sites or employees outside of the scheduled Mandatory Tour.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE
Thursday, February 23, 2017

Tour begins at 9:00 a.m.
Travis Unified School District Business Office
2751 De Ronde Drive, Fairfield, CA 94533

Second Site
9:30 – 10:15 a.m.
Center Elementary School
3101 Markeley Lane, Fairfield, CA 94533

Third Site
10:25 – 11:10 am
Vanden High School
2951 Markeley Lane, Fairfield, CA 94533

Fourth Site
11:20 – 12:00 pm
Golden West Middle School
2651 De Ronde Drive, Fairfield CA 94533

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment B

Attachments Checklist

_____
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist.

Attachment	Attachment Name
_____ 1	Cover Letter
_____ 2	Table of Contents
_____ 3	Attachments Checklist (Attachment B)
_____ 4	Minimum Qualifications (Attachment C)
_____ 5	Professional Standards (Attachment D)
_____ 6	Proposal Questionnaire (Attachment E)
_____ 7	Respondent References (Attachment F)
_____ 8	Authorization Agreement (Attachment G)
_____ 9	Fee Proposal (Attachment H)
_____ 10	Certifications (Attachments I – L)

Attachment C

Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of June 1, 2016, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five years of experience with food service programs.

   Yes _____ No _____

   If less than five years, provide explanation:

2. The Respondent has the resources and ability to provide at least approximately 538,481 of meals per fiscal year.

   Yes _____ No _____

3. The Respondent has knowledge and experience with the SBP, NSLP, After School Snacks and CACFP.

   Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

   Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

   Yes _____ No _____

Attachment D

FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations* (7 *CFR),* Section 210.30, which can be viewed at the following Web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years, the reason(s) why, and the main point of contact at that SFA.

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

7. Provide a description of promotional and marketing materials you will use to attract students to the program, including any samples if appropriate.

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

9. Provide a proposed 21 day menu and menu specifications.

Attachment F

Respondent References

List at least three references to which the Respondent has provided food service management services within the past five year(s). Please append up to one additional page of references, as appropriate.

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment G

Authorization Agreement

Travis Unified School District
Request for Proposal for Food Service Management Company
RFP 2016-17-003

We, [INSERT FSMC NAME], by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.

2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.

3. That the proposal submitted is a firm and irrevocable offer good for one year.

4. That we have carefully examined all terms and conditions set forth in the attached Fixed-price Contract issued by Travis Unified School District.

5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for the Travis Unified School District.

6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: ____ Zip: _____

E–mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____
Signature of Authorized Representative

Date Signed: _____

Attachment H

Fee Proposal

All costs are based on average daily participation of 2,004 lunches and 640 Breakfasts number of meals served on 180 number of school days.

COST BREAKDOWN

Respondent Instructions
⇨ Provide a breakdown of all costs included in the fixed price, including personnel costs.
⇨ Provide the cost per meal; base all food costs **on the attached 21-day cycle menu**.
⇨ **Clearly identify all costs**

Item #	**Description** *(Include All Goods and Services included in the Fixed Price)*		**Annual Cost**
1.			$
2.			$
3.			$
4.			$
		Sub Total	$
	Personnel Costs		**Annual Cost**
5.	Management Fee Per Meal	$	
6.	Consultant Fee Per Meal	$	
	Sub Total	$	
		GRAND TOTAL	$

COST PER MEAL

Respondent Instructions:
⇨ Provide the cost per meal; base all food costs **on the attached 21-day cycle menu**.
⇨ Prices must not include values for USDA Foods and must include all meal programs applicable.

1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	115,108	$	$
Lunch	360,783	$	$
Snacks	0	$	$
Dinners	0	$	$
Non-reimbursable Meals @ 3.00 Equivalent	62,950 Ala carte Adult and Second Meals	$	$
TOTAL	538,481		$

Attachment I

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR,* Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR,* Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR,* Part 3018, for a person entering into a grant or cooperative agreement over $100,000, as defined at 7 *CFR,* Section 3018.105, the applicant certifies that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

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

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment J

Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year_____ Quarter_____ Date of last report_____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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 than $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 (SF—LLL (Rev. 7-97)

INSTRUCTIONS
Disclosure Of Lobbying Activities (SF-LLL)

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 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
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., 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. The certifying official shall sign and date the form, print his/her name, title, and phone 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.

Attachment K

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____

Contractor/Company Name Award Number, Contract Number, or Project Name

_____

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

_____

Signature(s) Date

Attachment L

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

	TRAVIS UNIFIED SCHOOL DISTRICT
Name of FSMC	Name of SFA

A. By submission of this offer, the offeror (FSMC) 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 the case of an advertised 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 offeror certifies that:

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

2. He or she is not the person in 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 vendor and 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 (provide detail):

_____

_____

Signature of FSMC's Authorized Representative	Title	Date

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

Signature of SFA's Authorized Representative	Title	Date

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

TRAVIS UNIFIED SCHOOL DISTRICT

Reaching beyond the boundaries to build a community of learners.

FIXED-PRICE CONTRACT FOR FOOD SERVICE MANAGEMENT

TRAVIS UNIFIED SCHOOL DISTRICT
FOOD SERVICE PROGRAM

2751 De Ronde Drive, Fairfield, CA 94533

Fixed-Price Contract
For Food Service Management

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Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER 2016-17-003
	REGISTRATION NUMBER

1 This contract is entered into between the school food authority and the food service management company named below:

SCHOOL FOOD AUTHORITY NAME

TRAVIS UNIFIED SCHOOL DISTRICT

FOOD SERVICE MANAGEMENT COMPANY NAME

2 **The term of this Contract is for one year, commencing on** **7-1-17** **and ending on** **6-30-18**

3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served **$**

4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.

Request for Proposal Released	*Enter* page(s)
Contractor Proposal Received	*Enter* page(s)
Attached Terms and Conditions	*Enter* page(s)
Exhibit A: Scope of Work	*Enter* page(s)
Exhibit B: Schedule of Fees	*Enter* page(s)

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

FOOD SERVICE MANAGEMENT COMPANY

INSERT NAME of FSMC *(if other than an individual, state whether a corporation, partnership, etc.)*

BY *(Authorized Signature)* ✍	DATE SIGNED *(do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

SCHOOL FOOD AUTHORITY

TRAVIS UNIFIED SCHOOL DISTRICT

BY *(Authorized Signature)* ✍	DATE SIGNED *(do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

California Department of Education Use Only

☐ Exempt per:

FIXED-PRICE CONTRACT
FOR FOOD SERVICE MANAGEMENT

I. Introduction

The Travis Unified School District, hereinafter referred to as the school food authority (**SFA**), enters into this Fixed-Price Contract for Food Service Management (**Contract**) with [INSERT FOOD SERVICE MANAGEMENT COMPANY NAME], hereinafter referred to as the food service management company (**FSMC**) to provide food service management assistance for the SFA's food service program, hereinafter referred to as "**Services**." **During the term of this Contract, the FSMC will provide Services to the SFA as described in the Scope of Work (attached as Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on July 1, 2017, and continue through June 30, 2018. After careful consideration, the SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (**CDE**). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: KELLY L. HATCHER		Name:	
Title: Food Service Director		Title:	
Phone:	Cell Phone: 707-567-4539	Phone:	Cell Phone:
Fax:	E-mail: khatcher@travisusd.org	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

If to SFA: TRAVIS UNIFIED SCHOOL DISTRICT	If to FSMC: [INSERT NAME OF FSMC]
Name: KELLY L. HATCHER	Name:
Title: FOOD SERVICE DIRECTOR	Title:
Address: 2751 De Ronde Drive Fairfield, CA 94533	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. 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, 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.

2. Payment Terms

The FSMC shall submit monthly invoices by the fifth day of the following month that reflect all activity for the previous month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations* (2 *CFR*), parts 225 or 230, as applicable. The SFA will pay invoices submitted by the FSMC within forty-five calendar days of the invoice date. The SFA will pay invoices received by its accounting department by the fifth day of the month, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food

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

D. Contract Cost Adjustment

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE and the governing board of the SFA.

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party.

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Some examples of substantive changes that could require the SFA to rebid the Contract include:

- The addition of a program;
- A major shift in responsibilities for FSMC/SFA staff;
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 *CFR* Section 3016.36[g][2][iv] and [v]).

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

K. Written Commitments

Any written commitment by the FSMC relative to the Services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of

the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant;

- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (7 *CFR* Section 3016.34).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract and applicable requirements under law by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

R. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

    - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

    - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence; or

    - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

S. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities.)

T. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 *CFR* parts 225 or 230 as applicable, 7 *CFR* parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 3019 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

U. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California, within the county of the SFA's administrative office.

V. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

III. Relationship of the Parties

A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC* Section 45103.5).

B. Where the SFA is a public school district, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, CACFP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the Services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. The FSMC shall, to the maximum extent practicable, purchase domestic commodities or products (7 *CFR* Section 210.21[d][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will

monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).

3. SFA shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR* Section 210.8[a][1]).

4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR* Section 210.16[a][4]).

5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR* Section 210.10[g]).

6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR* Section 210.16[a][5]).

7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).

8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR* Section 245.6).

10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).

11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.

12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR* Section 245.7).

13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR* sections 245.6 and 245.6a).

14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR* Section 210.16[a][8]).

15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at an SFA facility (7 *CFR* Section 210.16[a][7]).

V. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR* Section 210.16[a][6]).

2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:

a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR* Section 250.51[a])

b. The FSMC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:

   i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

   ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at http://www.fns.usda.gov/fdd/processor-pricing-reports

3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.

4. The 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. The FSMC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR* Section 250.51[d]).

6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).

7. According to 7 *CFR* Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods.

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

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

12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR* Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR* Section 210.9[b][15]).

3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).

VI. Meal Responsibilities

The SFA shall:

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.

2. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR* Part 210.

3. Retain sole control of the preparation, delivery, and service of meals.

VII. Food Service Management Company Employees

A. The FSMC shall only place staff for work in the SFA that met the minimum professional standards outlined in 7 *CFR* 210.30 which can be viewed at the following web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf. The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards, as well as additional requirements imposed by FSA as may be required under the Education Code or by CDE. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required training.

The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

C. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA six calendar weeks prior to the commencement of operation.

D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

F. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

VIII. Books and Records

A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR* Section 210.16(c)(1).

B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).

C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (7 *CFR* Section 3016.36[i][10]).

IX. Monitoring and Compliance

A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR* Section 210.8(a). At a minimum, these internal controls shall include:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR* Section 210.8[a][1]);

- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches; and

- A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

X. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its Services. The SFA shall provide the FSMC with local telephone service and an office space. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.

B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that

any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.

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

E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

F. All USDA Foods shall remain with the SFA.

G. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XI. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 225 and 230; 7 *CFR* parts 210, 220, 225, 245, 250, 3016, and/or 3019; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

B. 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; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf

- Section 508 of the Clean Water Act (33 *U.S.C.* 1368): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf

- Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm

- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities

D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act: http://legcounsel.house.gov/Comps/EPCA.pdf.

The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Contract Work Hours and Safety Standards Act Compliance: http://www.dol.gov/compliance/laws/comp-cwhssa.htm .

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

XII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

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.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIII. Termination

Either party may terminate this Contract for cause at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 *CFR* Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining

portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under either 7 *CFR*, Section 3016.43, or 7 *CFR,* Section 3016.44(a), pursuant to 7 *CFR* Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

FSA:	FSMC:
TRAVIS UNIFIED SCHOOL DISTRICT	[INSERT NAME]
Signed By: _____	Signed By: _____
Print: _____	Print: _____
Title: _____	Title: _____

[EXHIBITS TO FOLLOW]

Exhibit A to Contract
Scope of Work

1. Overview of the SFA's Food Service Program

A. Scale. The SFA serves meals on 8 campuses in the cities of Fairfield, Vacaville and on the Travis Air Force Base. The SFA employs 22 persons who provide food service to approximately 5700 children at 8 feeding sites. The food service prepares approximately 538,481 meals annually.

B. Financial Goals. Limit deficit spending and contributions from the General Fund.

C. Management Goals.
- To provide an appealing and nutritionally sound program for students as economically as possible.
- To maintain a food service program that is cost neutral to the Travis Unified School District.
- To stimulate, and increase both student and adult participation in the program through improving relations with students, staff and the community by creating awareness of the advantages of a sound food service program.
- To promote an educational value and nutritional awareness wherever the food service operation can interface with District programs.
- To maintain reasonable competitive prices in the program.
- To maintain student and staff morale at a high level.
- To reach highest maximum participation and show a reasonable increase throughout the year and from year-to-year.

D. Food Service Office and Staff. The food service office is located at the FSA's main office at 2751 De Ronde Drive, Fairfield, CA 94533. The phone number of food service staff is 707-437-4604 ext 1217.

E. Includes: National School Lunch Program and School Breakfast Program.

2. Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	K-12	5726	2,004	990	663	351
School Breakfast Program (SBP)	K-12	5726	639	189	311	139
NSLP Afterschool Meal Supplements (AMS) (Snacks)	K-12	N/A	0	0	0	0
Seamless Summer Feeding Option (SSFO)	K-12	0	0	0	0	0
CACFP Supper	K-12	0	0	0	0	0

*These numbers are based on full enrollment as of October 31 for the 2015-16 school year. There is no guarantee these numbers will be met.

3. Description of FSMC Responsibilities

General: under the direction of the SFA's Food Service Director, the FSMC will provide the following duties outlined. In addition, the FSMC will employ a qualified professional to assist in the oversight of the Nutrition Services operation in a consulting role.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the FSA's food service program**.**

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation**.**

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations**.**

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC**.**

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation.

B. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees;
- Sanitation standards for housekeeping, preparation, storage, and equipment;
- Adjustments to practices and operation of equipment as required;
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan;
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities; and
- Hours and number of positions at each site to meet food service operational needs.

C. Menus

The FSMC shall:

- Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR* 210.16[b][1])**.**
- Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program**.**
- Seek student and parent input on successful menu variation and planning.
- Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

D. Quality Control

The FSMC shall:

- Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

- Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

E. Staff

The FSMC shall:

- Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

- Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

F. Records

The FSMC shall:

- Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

- Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA

G. Education

The FSMC shall:

- Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

- Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and/or the school board, upon request

H. Reports

The FSMC shall:

- Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **10th** of each month (7 *CFR* 210.16[c][1]).

- Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

I. Point of Service

The FSMC shall assist in the maintenance of an accurate point of service meal/milk count software, (Owned by the SFA) such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR* Section 245.8

3. Specific FSMC Tasks

- The SFA is requesting the FSMC on site to provide Services for five days per week during the regular school year.
- Fixed fee pricing should reflect the Services for this amount of time.

[END OF EXHIBIT A]

Exhibit B to Contract
Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

All costs are based on the average daily participation of 5726 students in the district and 180 number of school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	115,108	$	$
Lunch	360,783	$	$
Snacks	0	$	$
Seamless Summer Feeding Option (lunch)	0	$	$
Child and Adult Care Food Program Supper	0	$	$
Non-reimbursable Meals @ 3.00 equivalent	62,590	$	$
TOTAL	538,481		$

*Units to be provided by SFA

[END OF EXHIBIT B]