

MONTANA OFFICE OF PUBLIC INSTRUCTION
PROTOTYPE CONTRACT
FOR
MANAGEMENT OF A
SCHOOL FOOD SERVICE PROGRAM

HELENA SCHOOL DISTRICT NO. 1

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

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

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

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

This institution is an equal opportunity provider.

Child Nutrition Programs to be included in Contract

Helena School District No. 1 is seeking management of the school district's food service operations. The selected Food Service Management Company will manage the SFA's food service operation to include the programs checked below: **Select all that apply.**

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Snack Program (ASP)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP) as described in Section E and Exhibit D.
- Summer Food Service Program (SFSP) as described in Section F and Exhibit C.
- Catering services as described in Exhibit A.
- Concessions as described in Exhibit A.
- A La Carte items/meals Exhibit F.
- Other: Vending machines as a point of sale for reimbursable meals

A. 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 Helena School District No. 1, (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation at all sites. The FSMC will provide services to the SFA as described throughout the RFP.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program, School Breakfast Program, Afterschool Meal Programs, Fresh Fruit and Vegetable Program, and Summer Food Service Program and (as applicable), to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program.

The general food service goals of the SFA include:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Involve students in menu development when appropriate.
- Establish relationships with local food providers in Montana.
- Incorporate Montana sourced food where possible to include farm-to-school program if

feasible.

- Seek grants for special programming appropriate to increasing participation, promoting healthy meals and securing funding for nutrition programs.
- Promote nutrition education initiatives in partnership with District and Community Wellness Committee members.
- Establish collaborative relationships with community partners (e.g. Helena Food Share, St. Peter's Health, School Aged Childcare Program, etc.)
- Communicate with parents about school meal programs and nutritional information.
- Promote sustainable practices by incorporating eco-friendly practices into the food service program such as reducing packaging and reuseable containers.
- Reduce food waste by implementing composting programs and portion control practices.
- Participate in school-based activities like "Kids Kollege" and School Aged Childcare (SACC)
- FSMC director serves as a member of the District Wellness Committee.

B. Contract and Addendums

The successful company shall be required to enter a contract that incorporates a Request for Proposal (RFP), including all exhibits, and the FSMC's Proposal. Significant general contract terms and conditions will include but are not limited to those in the RFP.

If necessary and agreed upon by both the SFA and FSMC, an addendum to the RFP may be submitted to Montana Office of Public Instruction School Nutrition Programs for approval. The RFP and subsequent signed agreement shall be approved by MT OPI SNP prior to the contract implementation. SFA may not amend the agreement without prior approval from MT OPI SNP. Food service funds can only be used by the SFA to pay for contracts after MT OPI SNP has been approved. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract and is a specified assumption. MTOPI views a material change as, when the new item had been in the original solicitation and contract, it may have affected how the bidder and other competitors responded to the RFP.

C. Notice of Contract Type

State agencies are not required to develop and offer a variety of contract types and may limit contract types offered within the State therefore MT OPI has elected to limit proposals to Fixed-Price Contracts only.

Allowable Contracts include fixed-price for management and administrative service and a price-per-meal for each meal served in each program operated (NSLP, SBP, SFSP, CACFP, At-Risk Supper, and/or FFVP, etc.) and for how meal equivalents will be calculated for a la carte sales, etc. This price-per-meal is to be quoted without consideration for the availability of USDA Foods used in prior years or based on estimated entitlement values for upcoming school years. Entitlement values for USDA Foods vary from one year to the next; therefore, USDA Foods must be identified as a credit on invoices submitted by the FSMC for payment to the SFA. In fixed-price contracts purchased credits and prompt payment discounts do not apply and the

return of any applicable credits is only for USDA Foods.

D. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held:

- In Person
- Virtually
- Both

A pre-bid meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on April 1, 2025, **Attendance is required.** In person attendance is required.

E. Proposal Submission and Award

Proposals are to be submitted to the below name representative NO LATER than: May 21, 2025, at 2:00 pm MDT.

Helena Public Schools:

C/O: Janelle Mickelson, Business Services Administrator:

1325 Poplar Street

Helena, MT 59601:

Phone: (406) 324-2024

Email: jmickelson@helenaschools.org

Proposals must be submitted by:

- Hard copy submittal of three copies in sealed envelopes or containers clearly marked “Proposal to Manage a School Food Service Program for: Helena School District No. 1.”
- Electronic Submission of proposal with subject line “Proposal to Manage a School Food Service Program for: Helena School District No. 1.”

Public opening of proposals will be held in person at the Lincoln Center located at 1325 Poplar Street, Helena, Montana 59601 on May 21, 2025 at 3:00 pm MDT. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked “Food Service Management Company Proposal” or by emailing Janelle Mickelson at jmickelson@helenaschools.org with the subject line “Food Service Management Company Proposal”.

READ CAREFULLY

1. SFAs are prohibited from entering a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
2. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
3. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.

4. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred prior to the approval of the Montana Office of Public Instruction (MT OPI) and the execution of the contract. Paying the FSMC from Child Nutrition (CN) Program funds is prohibited until the contract is signed by both parties and final approval is provided by MTOPI.

F. Award Criteria and Evaluation Committee:

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. The award criteria and the relative value assigned to each scoring category must be specified on the evaluation form (Exhibit K) with Cost being the primary factor (assigned the greatest number of points compared to other factors). All proposals will be thoroughly reviewed independently by each member of the predetermined evaluation committee. The committee will develop a strong and fair scoring system to determine the most successful bidder. The committee will then discuss all offerors proposals addressing requirements of the RFP to distinguish which proposal will be most advantageous to the SFA. The evaluation committee **must** be comprised of at least 3 individuals who are employees of the SFA and are familiar with the Child Nutrition Program regulations.

G. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR 200.318, SFAs must in all instances disclose all information regarding a protest to MTOPI.

H. The FSMC Company's bid protest procedures are as follows:

- a. A bidder shall have 3 days to file a protest with Janelle Mickelson, Business Services Administrator, in accordance with the same procedures defined in the request for proposal. Failure to follow these steps will invalidate a protest.
- b. Rex Wertz, Superintendent, will review the protest within 2 days of receipt and decide if the protest is valid and shall determine if it impacted the bid award process. Rex Wertz, Superintendent, will notify the board of a protest. Janelle Mickelson, Business Services Administrator, will note that there was a protest in any decision to award a bid.

I. Captions

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

J. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify

the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

K. Final Contract

The complete contract will include all documents included by the SFA in the RFP and the proposal submitted by the FSMC.

L. Standards of Conduct

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

M. Late Proposals

The SFA will not consider any proposal received after the exact time specified for receipt.

MT OPI Prototype Food Service Management Contract

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Section A: Purpose of Contract and Definitions

1. Purpose of Contract

The Contract sets forth the terms and conditions upon which SFA retains the FSMC to manage and operate food service for SFA's students, employees, visitors, and guests at the SFA.

- a. Agency Relationship: While SFA retains control of the quality, extent, and general nature of its food service, and the results of the FSMC's service hereunder, the relationship between the FSMC and SFA shall always be that of an independent contractor. The FSMC is an agent for SFA with limited authority as expressed hereunder and as necessary to fulfill the terms of this Contract. The SFA with its agreement with MT OPI to operate the National School Lunch Program and other USDA Child Nutrition Programs operated under this contract, will be primarily responsible for ensuring that the FSMC complies with all USDA Program requirements.
- b. Laws and Regulations: The FSMC shall comply with all Federal, State and local laws as well as comply with the SFA's facility rules regulations and school policies.
- c. Monitoring and Access: The SFA shall have access to and may monitor the FSMC's daily operation of the food service program with respect to all matters including but not limited to working conditions for the food service employees and safety, sanitation, and maintenance of the food service facilities.

2. Definitions

- a. Accounting Period: A calendar month, twelve of which constitute an accounting year.
- b. A La Carte: Sales of extra meals, and other foods, snacks, beverages, and services that are not Reimbursable Meals.
- c. Civilian Agency Acquisition Council (CAAC): Authorized under the Federal Acquisition Regulation (FAR) at 48 CFR Part 1 Subpart 1.2. The CAAC assists the Administrator of General Services developing and maintaining the FAR through the rulemaking process.
- d. Claims for Reimbursement: Monthly report submitted by the SFA to claim Federal and State Reimbursement for reimbursable meals.
- e. Credit: A payment to the SFA for USDA Foods received by the SFA or other payments.

- f. Rebate: A return of part of an amount paid, as for goods or services, serving as a reduction or discount.
- g. Defense Acquisition Regulations System (DARS): Develops and maintains acquisition rules and guidance to facilitate the Acquisition workforce as they acquire the goods and services DoD requires to ensure America's Warfighters continued worldwide success.
- h. Default: A material breach, which is defined as a violation of the Contract which is substantial and significant, and which excuses the aggrieved party from further performance under the contract.
- i. Deficit: The excess of the total of Operating Expenses, over Gross Sales before major equipment purchases, equipment repair, or equipment depreciation as detailed in Exhibit A.
- j. Fee Structure: The basis of payment provided for services from SFA to FSMC. Two types of payment fees are permissible in SFA-FSMC contracts: A fixed-price or fee and cost-plus-a-fixed-fee (not permissible in IFB)
- k. Fixed Price contract: a contract that charges a fixed cost per meal, or a fixed cost for a certain time period. Fixed-price contracts may include an economic price adjustment tied to a standard index. Fees are to be fixed for the entire contract's duration and for renewals unless a provision allowing for periodic cost adjustment is otherwise stated in the original solicitation.
- l. FFVP: Fresh Fruit and Vegetable Program
- m. Food Service: The preparation, food-related service and sale of food beverages, edible goods and food merchandise, and other food items at the premises.
- n. Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].
- o. FNS: USDA Food and Nutrition Service

- p. Gross Sales: All sales of food, beverages, goods, merchandise, and services in the Food Service operation.
- q. IMPS: Institutional Meat Purchase Specifications
- r. Management Employee: An exempt salaried person, a non-exempt person or a person employed by the FSMC and paid a gross hourly wage, taxes, benefits, and retirement.
- s. Operating Expenses: All costs, charges, fees, and expenses incurred in connection with the Food Service.
- t. Premises: SFA's Food Service facilities as detailed in Exhibit B, attached hereto.
- u. Purchased Food and Supplies: Food, supplies, and chemicals purchased by the FSMC for use in the SFA's food service program.
- v. Reimbursable Meal: A single priced meal unit that offers all of the USDA daily required meal pattern components for each age/grade group served in the minimum required amounts. Quantities vary by age/grade group, but components remain constant and necessary for all student meals claimed for reimbursement.
- w. SA: State Agency, Montana Office of Public Instruction (MT OPI).
- x. SFA: School Food Authority
- y. SFA Labor: Gross hourly wages, plus taxes, benefits, and retirement plans paid by SFA and invoiced to the FSMC.
- z. SFSP: Summer Food Service Program
- aa. Small wares: Dishware, glassware, flatware, utensils, trays, and similar items.
- bb. Sponsor: A sponsoring organization must be a public or private non-profit school food authority (SFA)
- cc. Surplus: The excess of Gross Sales over the total Operating Expenses before major equipment purchases, equipment repair, or equipment depreciation as detailed in Exhibit A.
- dd. USDA: The United States Department of Agriculture
- ee. USDA-Donated Foods or USDA Foods: Foods received from the USDA by the SFA for use by the FSMC in the SFA's food service program.
- ff.

Section B: General Terms

1. Contract Duration:
 - a. The term of the Contract is twelve (12) months, commencing on July 1, 2025, and continuing until June 30, 2026.
2. Contract Extension: The Contract is eligible for renewal of additional one (1) year terms, not to exceed four (4) additional one (1) year extensions, upon mutual agreement of the parties, unless terminated earlier as hereinafter provided. 7 CFR 210.16(d)

If the SFA elects to renew the contract with the FSMC, the terms and conditions of the existing contract shall remain substantially unchanged. Any price changes in the contract as part of a renewal will be based upon all FSMC fees of the original contract. Fee increases shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home (National) series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor, for the 12 months preceding February of the renewal year. Material changes to the original contract are prohibited.

3. Administrative, Contractual, or Legal Remedies:
 - a. Termination With Cause.

In the event either party commits material breach of this contract or is otherwise failing to not comply with the terms of this contract, the non-breaching party shall give the breaching party written notice specifying the default. The other party will have fourteen (14) days to respond in writing to the notification and to either correct the breach/non-compliance or to protest the breach/non-compliance complaint and reach a mutually agreeable resolution.

 - i. If the complaint is not resolved, to the satisfaction of the non-breaching party, or cured within thirty (30) days from the notice, then the complaining party may terminate the contract by giving thirty (30) days written notice to the breaching party.
 - ii. If the non-compliance is resolved or breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
 - iii. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction or other breach of contract.
 - iv. Notwithstanding the foregoing, in the event the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate this Contract upon written notice.
 - b. If there is no breach or default of this contract, either party may terminate this Contract for cause by providing at minimum sixty (60) days prior written notice to the other party by stating the basis of such determination. 7 CFR §210.16(d).
 - c. The FSMC shall promptly pay the SFA the full amount of any meal over claims,

disallowed costs or other fiscal actions which are attributable to the FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.

- d. The SFA is the responsible authority, without recourse, to the USDA or MT OPI for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. SFA authority includes, but is not limited to, source evaluation, protests, disputes, claims.
 - e. Termination Without Cause.
 - i. The SFA may terminate the Contract at any time upon sixty (60) days prior written notice to the other of the intention to terminate the Contract, or as by mutual agreement of the parties. Failure by the SFA to renew the Contract prior to September 1st of any year, shall be considered Termination Without Cause, and the sixty (60) days prior written notice is not required in this instance.
 - ii. The FSMC may terminate the Contract at any time upon one hundred twenty (120) days prior written notice to the SFA of the intention to terminate the Contract, or by mutual agreement of the parties.
 - iii. In the event that the Contract is terminated without cause, the SFA shall promptly pay the FSMC all amounts owing under the Contract prior to termination.
4. Equal Employment Opportunity The SFA and FSMC must comply with "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 2 CFR Appendix-II-to-Part-200(C)
 5. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR Appendix-II-to-Part-200(D)

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. 2 CFR Appendix-II-to-Part-200(F)
8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR Appendix-II-to-Part-200(G)
9. Suspension and Debarment Compliance the Federal awarding agency must comply with the guidelines on governmentwide suspension and debarment in 2 CFR part 180, and must require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities 2 CFR 200.206(d)(1)

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties

that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.2 CFR 200.214

2 CFR Appendix-II-to-Part-200(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR Appendix-II-to-Part-200(I)

Section C: SFA Responsibilities **See Exhibit I**

Provisions under the Food Service Contract: it is the SFA’s responsibility to ensure that the food service operation is in compliance with USDA Child Nutrition Program Laws, Regulations, Guidance, and Agreements. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 245, and 250 and USDA Food and Nutrition Service instructions and policies. The FSMC shall operate the food service program in a way that meets all requirements under the National School Lunch Act and Child Nutrition Act, the Healthy, Hunger-Free Kids Act of 2010, which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Final Rule titled “National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010.” 7 CFR 210.16(a)(2)

1. Signature Authority:
 - a. The SFA retains the signature authority for the SA-SFA agreement, maintains responsibility for the implementation of the free and reduced-price policy statement, and the Claims for Reimbursement in accordance with 7 CFR 210.16(a)(5)
 - b. The SFA will be responsible for approval of all free and reduced-price meal applications, verification of free and reduced-price applications, and hearings

related to such determinations. The FSMC shall comply with the terms of the SFA's Child Nutrition Program agreement with the SA in MAPS in accordance with 7 CFR 245.6(a)

- c. The SFA is the responsible authority, without recourse, to the USDA or MT OPI for the settlement and satisfaction of all contractual and administrative issues arising in any way from this contract. SFA authority includes, but is not limited to, source evaluation, protests, disputes, or claims.

2. Control of the School Food Service Account and Overall Financial Responsibility

- a. The SFA will maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 [7 CFR 210.19(a)(1)]
- b. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the non-profit school food service account, e.g., pricing for all reimbursable meals, A la Carte service (including vending machines), and adult meals. 7 CFR 210.16(a)(4)

3. Procurement and USDA Donated Foods:

- a. The SFA will adhere to all procurement standards when contracting with the FSMC 7 CFR 210.16(a)(1)
- b. The SFA retains title to all USDA Foods.
- c. All federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFAs nonprofit school food service and are fully utilized therein per 7 CFR 210.16(a)(6).
- d. The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited and the method of determining the donated food values to be used in crediting, in accordance with § 250.51(c), or the actual donated food values must be determined in the contract 7 CFR 250.53(a)(2)(3)
- e. The distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods [7 CFR 250.53(a)(10)].
- f. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods [7 CFR 250.53(a)(12)]

4. Quality, Extent and General Nature of Food Service:

- a. The SFA will provide detailed specifications for each food component or menu item as specified in 7CFR Part 210, 215, 220, 225, 245, and 250 (as applicable) and USDA Food and Nutrition Service instructions and policies to include 77 FR 4088 Nutrition Standards in the National School Lunch and School Breakfast Programs.

These specifications must cover grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. See Exhibit M

- b. Menu standards, as presented in the RFP's twenty-one (21) day cycle menu, must be maintained as to type and quality of meal service in accordance with the provisions of 7 CFR 210.10. The FSMC must include a 21-day cycle menu in its proposal.

All menus must be developed using the agreed upon menu planning system(s). The FSMC shall serve reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs. 7 CFR 210.16(b)(1) See Exhibit L

- c. The sale or marketing of fluid milk must not be restricted at any time or in any place on school premises or at any school-sponsored event per 7 CFR 210.21(e).

5. Health Regulations: It is the SFA's responsibility to maintain all applicable health certifications and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at the SFA's facilities per 7 CFR 210.16(a)(7)
6. Monitoring Responsibilities: The SFA will be responsible for monitoring the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations in accordance with 7 CFR 210.16(a)(3).
7. Use of Advisory Board, Student Parent and Community involvement: The SFA will establish and maintain an advisory board made up of parents, teachers, students and community members to assist in menu planning. 7 CFR 210.16(a)(8) The SFA shall promote activities to involve students and parents in the Program. Such activities may include menu planning, enhancement of the eating environment, Program promotion, and related student-community support activities. School food authorities are encouraged to use the school food service program to teach students about good nutrition practices and to involve the school faculty and the general community in activities to enhance the Program. 7 CFR 210.12(a). Local school wellness policies. Local educational agencies must comply with the provisions of § 210.31(d) regarding student, parent, and community involvement in the development, implementation, and periodic review and update of the local school wellness policy. 7 CFR 210.12(e)
8. Contractual Responsibilities: The standards contained in this part and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, do not relieve the State agency or school food authority of any contractual responsibilities under its contracts. The State agency or school food authority is the responsible authority, without recourse to FNS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the Program. This includes, but is not limited to source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violation of law are to be referred to the local, State, or Federal authority that has proper jurisdiction. 7 CFR 210.21(b)

9. Written Code of Standards of Conduct: The SFA must maintain a written code of standards of conduct which will govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Program payments. SFA must disclose any potential conflicts of interest in writing to the Federal awarding agency or passthrough entity in accordance with applicable Federal awarding agency policy. The officers, employees, and agents of SFA may neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC. No employee, officer or agent of SFA will be permitted to participate in the selection, or in the award or administration of this Agreement if a conflict of interest, real or apparent, would be created between FSMC and:
 - a. Such employee, officer or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner;
 - d. An organization which employs, or is about to employ, any of the above, if such organization has a financial or other interest in the FSMC

Section D: FSMC Responsibilities

See Exhibit I

1. Health Certification: The FSMC must maintain all state or local health certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA's facility. 7 CFR 210.16(c)(2)
2. Kitchen Maintenance, Food Safety, and Sanitation: The FSMC will be responsible for maintaining the kitchen area and meeting all safety and sanitation laws and regulations. The FSMC will develop and follow the Hazard Analysis Critical Control Point (HACCP) standards.
3. 21-Day Cycle Menu: The SFA is unable to develop a 21-day cycle menu, offerors are required to submit a 21-day cycle menu with their bids, FSMC to submit 21-day cycle menu as Exhibit B. The FSMC must ensure the 21-day cycle menu follows the CNP meal pattern requirements as specified in Exhibit L. Changes made thereafter may only be made with the approval of the SFA.
4. Quality, Extent, and General Nature of the Food Service:
 - a. The SFA requires that no payment is to be made to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, are not compliant with the meal pattern, or do not otherwise meet the requirements of the contract. 7 CFR 210.16(c)(3)
 - b. The FSMC may not provide for the SFA an a la carte service only operation; the FSMC must offer free, reduced price, and paid reimbursable lunches to all eligible children when operating an a la carte food service per 7 CFR 201.16(a)
5. USDA Donated Foods:

- a. The FSMC will fully utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's non-profit food service operation. Any activities relating to donated foods that the food service management company will be responsible for, in accordance with § 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4).
 - b. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a)
 - c. The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited and the method of determining the donated food values to be used in crediting, in accordance with § 250.51(c), or the actual donated food values must be determined in the contract 7 CFR 250.53(a)(2)(3)
 - d. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service. 7 CFR 250.53(a)(5)
 - e. The FSMC will use all USDA Foods, all end products, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods in the SFA's food service. 7 CFR 250.53(a)(6)
 - f. The FSMC will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. 7 CFR 250.53(a)(7)
 - g. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8)
 - h. The FSMC shall maintain adequate storage practices, inventory and control of such donated foods to ensure that its use and responsibility for the USDA Foods is in compliance with the SFA's agreement with the State distributing agency. The FSMC shall give the SFA, USDA, and appropriate State representative's access to the storage areas for donated USDA Foods. 7 CFR 250.53(a)(9)
 - i. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); [7 CFR 250.53(a)(11)].
 - j. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods [7 CFR 250.53(a)(12)]
6. Recordkeeping: The FSMC will maintain records to support the SFA's claim for reimbursement, make all records available to the SFA upon request, and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement.
- a. The FSMC will maintain records and make them available for the fiscal year for inspection and audit by representatives of the SFA, SA, USDA, and Controller

General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three (3) year period until resolution of the issues raised by the audit. The FSMC must maintain records and source documents in support of all costs, discounts, rebates, and credits. Recordkeeping requirements are in accordance with 7 CFR 210.23(c) and 7 CFR 210.16(c)(1)

- b. At the point of termination of this contract, the FSMC will give to the SFA all original program records pertaining to the contract period and renewals. These documents include but are not limited to daily meal counts by meal benefit category by school/site for each program, menus, meal transport sheets, and daily production records by program.
7. Reporting: The FSMC will report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA.
 - a. The FSMC will maintain an information database from which the SFA will be provided quarterly and annual reports or more frequently as needed in such detail as may be reasonably expected to manage the program
 - b. The SFA must ensure that the revenue generated from the sale of nonprogram food complies with requirements of 7 CFR 210.14(f) therefore, the FSMC will annually provide to the SPONSOR information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described.
 - c. The FSMC shall not count meals/milk/snacks served to adults for reimbursement under the National School Lunch Program, and/or the School Breakfast Program, and/or Special Milk Program, and/or After School Care Snack Program
 - d. The FSMC shall promptly pay the SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to the FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
8. Special Diets: The FSMC shall supply special diets for students in accordance to "Accommodating Children with Special Dietary Needs in the School Nutrition Programs" when a licensed physician specifies that such a diet is a result of a disability as defined by the Rehabilitation Act of 1973 and the Americans with Disabilities Act. A medical statement from a professional licensed provider to write prescriptions must accompany any school meal modification made outside of the meal pattern requirements. There will be no additional charge to the student for meal modifications which have been made to accommodate disabilities
9. Buy American Provision: The FSMC will comply with the "Buy American" provision in 7 CFR Part 250, 7 CFR 210.21(d), and SP 38-2017 Compliance with and Enforcement of the Buy American Provision. Documentation for any exceptions, including the use of a non-domestic food exception, will be provided prior to purchasing nondomestic when

competition reveals the cost of domestic prohibitively costly or not available.
See Exhibit M

Section E: SFA-FSMC Contracts with a FFVP
See Exhibit D

1. All FFVP costs must be allowable, actual costs and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. The SFA and FSMC will establish an agreed upon fixed price fee for the operation of FFVP to include all labor costs, operating and administrative fees.
2. The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, OPI, or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
3. The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.)
4. The FSMC will introduce children to new and different fresh fruits and vegetables.
5. The FSMC will deliver fresh fruits and vegetables to children in participating schools.
6. The FSMC will publicize the availability of the FFVP within the participating schools.
7. The FSMC will follow the USDA guidelines and the USDA FFVP: Handbook for Schools.

Section F: SFA-FSMC Contracts with a SFSP
See Exhibit C and Exhibit L

1. The SFA retains final financial and administrative responsibility for its program 7 CFR 225.6(i)(16)
2. All meals prepared by a FSMC shall be unitized, with or without milk or juice, unless the SFA submits to MT OPI a request for exceptions to the unitizing requirement for certain components of a meal. 7 CFR 225.6(l)(2)(i) These requests shall be submitted to the MT OPI in writing in sufficient time for MT OPI to respond prior to the SFA's advertising for bids. MT OPI shall notify the SFA in writing of its determination in a timely manner. 7 CFR 225.6(l)(3) See Exhibit L
3. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 225.6(l)(2)(ii).

4. The SFA shall provide to the FSMC a list of MT OPI-approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under § 225.6(h)(2)(i)-(v), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract. 7 CFR 225.6(l)(2)(iii)
5. The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor; 7 CFR 225.6(l)(2)(iv)
6. The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency. 7 CFR 225.6(l)(2)(v)
7. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based. 7 CFR 225.6(l)(2)(vi)
8. The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved. 7 CFR 225.6(l)(2)(vii)
9. The SFA and the FSMC company shall operate in accordance with current Program regulations. 7 CFR 225.6(l)(2)(viii)
10. The FSMC shall be paid by the SFA for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement. 7 CFR 225.6(l)(2)(ix)
11. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract. 7 CFR 225.6(l)(2)(x)
12. Increases and decreases in the number of meals ordered shall be made by the sponsor, as

needed, within a prior notice period mutually agreed upon. 7 CFR 225.6(l)(2)(xi)

13. All meals served under the Program shall meet the requirements of § 225.16; 7 CFR 225.6(l)(2)(xii). FSMC shall serve reimbursable meals that comply with the Summer Food Service Program meal pattern requirements in 7 CFR 225.16(d). Refer to Exhibit L. The FSMC contractor shall bill the SFA for SFSP meals per Exhibit F
14. In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source. 7 CFR 225.6(l)(2)(xiii)
15. If the State agency requires the sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in § 225.6(j), the contract shall so specify; 7 CFR 225.6(l)(2)(xiv)
16. The food service management company shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline. 7 CFR 225.6(l)(2)(xv)
17. In the event the SFA is approved and elects to operate non-congregate meal service the FSMC must meet the requirements in accordance with 7 CFR 225.6(h)(1)-(3)
 - a. Is rural, as defined in § 225.2. 7 CFR 225.6(h)(3)(ii)
 - b. Will not serve an area where children would receive the same meal at an approved congregate meal site, unless it can be demonstrated to the satisfaction of the State agency that the site will serve a different group of children who may not be otherwise served. 7 CFR 225.6(h)(3)(iii)
 - c. Serves an area in which poor economic conditions exist or is approved for reimbursement only for meals served free to enrolled children who meet the Program's income standards. 7 CFR 225.6(h)(3)(iv)
 - d. Distributes up to the allowable number of reimbursable meals that would be provided over a 10-calendar day period. The State agency may establish a shorter calendar day period on a case-by-case basis and without regard to sponsor type. 7 CFR 225.6(h)(3)(v)
18. In the event the SFA is approved and elects to operate both congregate and non-congregate meal services the FSMC must meet the requirements in accordance with 7 CFR 225.6(h)(1)(2) and; 7 CFR 225.6(h)(3)
 - a. Will only conduct a non-congregate meal service when the site is not providing a congregate meal service. 7 CFR 225.6(h)(4)(ii)
 - b. SFA proposes an organized and supervised system which prevents overlap between meal services and reasonably ensures children are not receiving more than the daily maximum allowance of meals as required in § 225.16(b)(3). 7 CFR 225.6(h)(4)(iii)
19. A sponsor of a site must have the administrative capability; the capacity to meet State and local health, safety, and sanitation requirements; and, where applicable, have adequate food preparation and holding facilities to be approved to serve non-congregate meals.

SFAs and FSMC that are approved to provide non-congregate meals in rural areas with no congregate meal service shall comply with 7 CFR 225.16(b)(5)(i)-(iv)

20. The FSMC shall comply with the appropriate bonding requirements
 - a. For FSMC submitting a bid exceeding the simplified acquisition threshold of \$10,000 shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the SFA, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid. 7 CFR 225.15(m)(5)
 - b. For FSMC entering into a food service contract exceeding the small purchase threshold of \$100,000 with a SFA shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the SA. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. SFA shall require the FSMC to furnish a copy of the performance bond within ten days of the awarding of the contract. 7 CFR 225.15(m)(6)
 - c. The FSMC shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. 7 CFR 225.15(m)(7)

21. The FSMC shall work with the SFA Communication Specialist to promote the summer food service program.

22. The FSMC shall consider sourcing food from local farms, gardens and food banks to support local economies and reduce environmental impact.

23. The FSMC shall explore partnering with Wellness Committee partners and local organizations to offer recreational activities like sports, dance, or outdoor play alongside meal service.

24. The FSMC shall involve parents and families in promoting healthy food and activities.

Section G: Required Inclusions

1. Compliance with Program Regulations: The FSMC shall conduct program operations in accordance with the National School Lunch Act and Child Nutrition Act, as well as, the Healthy, Hunger-Free Kids Act of 2010 7CFR Parts 210, 215, 220, 225, 245, and 250 and all USDA Food and Nutrition Service instructions and policies. The FSMC shall serve reimbursable meals that comply with the latest USDA dietary guidelines, standard meal patterns, and nutrient standards established by USDA in Federal regulations. FSMC personnel responsible for the preparation of menus will maintain a copy of these regulations to ensure proper menu planning is utilized in accordance with the SFA's agreements and menu planning options.

2. Fixed Price Provisions:

- a. The FSMC shall credit the SFA for the value of donated USDA Foods, received by the SFA during the school year or fiscal year (including both entitlement and bonus foods) and crediting for the value of USDA Foods contained in processed end products. Crediting for the value of donated foods is permitted through invoice reductions, refunds, discounts, or previously included in the established fixed price. However, all forms of crediting must provide clear documentation of the value received from the donated foods and must be performed not less frequently than annually. 7 CFR 250.53(a)(1)(2)
- b. The Statement of Commodities Shipped from OPI which details the value of the USDA commodities received will be used as the value for all credits. The FSMC must provide credit whether or not the donated foods are used in the year of receipt. 7 CFR 250.53(a)(3)
- c. The FSMC will fully utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's non-profit food service operation. Any activities relating to donated foods that the food service management company will be responsible for, in accordance with § 250.50(d). and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4).
- d. The FSMC must ensure that USDA donated ground beef and ground pork are used without substitution. The FSMC must also ensure that all processed end products are also used without substitution. 7 CFR 250.53(a)(5)
- e. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service. 7 CFR 250.53(a)(6)
- f. It is the SFA's responsibility to ensure that all USDA Foods received are made available to the FSMC, including end processed foods and all USDA Foods accrue only to the SFA's non-profit school food service and are fully utilized therein. 7 CFR 250.53(a)(7)
- g. The use of USDA Foods is prohibited for special functions conducted outside of the nonprofit school food service.
- h. It is prohibited for a FSMC to enter into a processing agreement to subcontract USDA Foods for further processing. 7 CFR 250.53(a)(8)
- i. The FSMC shall give the SFA, USDA, and appropriate OPI representative's access to the storage areas for USDA Foods. 7 CFR 250.53(a)(9)
- j. The distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. 7 CFR 250.53(a)(10)
- k. The FSMC will adhere to recordkeeping requirements as related to the use of donated foods. 7 CFR 250.53(a)(11)
- l. When a contract terminates and is not extended or renewed the FSMC must return all unused donated USDA Foods to the SFA. The SFA must ensure that all credits for the value of USDA Foods have been received and no refund will be made to the FSMC.

- m. The renewal of contract is contingent upon the fulfillment of all contract provisions relating to donated foods 7 CFR 250.53(a)(12)
- 3. Special Functions: The Contract is a Fixed Price per meal contract. Therefore, no labor costs are charged to the SFA for special function meals.
- 4. Fee Structure and Payments: The FSMC shall have the exclusive right to operate the SFA food service program for the sole benefit of the SFA, students, faculty, staff, invited guests and other persons designated by the SFA, and not as a source of profit to the FSMC, other than from the Fee Per Meal Type that it receives under this agreement.
 - a. The Meal Equivalent Factor shall be utilized in determining equivalent meals for a la carte sales, adult meals, concessions and other non-reimbursable sales or sales accruing from the SFAs internal catered events.
 - b. The FSMC must convert all receipts from non-reimbursable sales to equivalent meals. Charges to the SFA will be made at the meal equivalent fee according to the following formula:
Amount SFA is to be billed for non-reimbursable sales = (total non-reimbursable sales) / (meal equivalent factor) (X) meal equivalent fee
 - c. The FSMC shall bill the SFA for the total meals served based on the fixed price fees determined within the agreement listed in Exhibit R. The FSMC bill shall be accompanied by documentation for the SFA to support claims for reimbursement.
 - d. Direct operating expenses to be paid by the FSMC are specified in Exhibit H, Division of Costs for the Food Service Program and are included as part of the fee per meal indicated in Exhibit R.
- 8. Nonprofit School Food Service Account:
 - a. The SFA will maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 [7 CFR 210.19(a)(1)]
 - b. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the non-profit school food service account, e.g., pricing for all reimbursable meals, A la Carte service (including vending machines), and adult meals. 7 CFR 210.16(a)(4)
 - c. The FSMC shall not have access to the school food service account nor be required to have access to, deposit into, or withdraw any monies in relation to the SFAs school food service account.
 - d. All income accruing to the SFA from the food service program shall remain in the food service program. In addition to accruing to the non-profit school food service account, income must accrue to, remain in the account and only be reinvested back into the Sponsor's food service program
 - e. If reimbursement from OPI is denied as a direct result of the FSMCs failure to comply with the provisions of this agreement, the FSMC shall reimburse the SFA for the amount to which it would otherwise have been entitled.

9. Labor Costs: The fixed price must include all labor and expenses as shown below. These expenses may not be charged back to the SFA in any other manner.
- i. Menu development specific to the operation
 - ii. Nutrition education materials and program expense
 - iii. Design services specific to the operation
 - iv. Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
 - v. Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
 - vi. All accounting
 - vii. All payroll costs and documentation
 - viii. Administrative dietetic, nutritional, sanitation, and personnel advice
 - ix. All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - x. All training costs for FSMC employees
 - xi. All miscellaneous costs to operate the program, i.e., consumable marketing materials
 - xii. One-time performance bond, if applicable
5. Fee Adjustments: The per-meal charge and other charges by the FSMC may be reviewed annually, in March, or at other times by mutual agreement of the parties and adjusted through negotiation. The negotiated per meal charges and other charges shall be based on the change in the Consumer Price Index (CPI)*.

*The Consumer Price Index to be utilized for all fee adjustments is to be specified in this contract and must be consistent with the CPI quoted in the RFP. The Annual Consumer Price Index for All Urban Consumers: Food away from home is the index of preference by USDA. Adjustments are prescribed each July 1, based on changes in the Food Away From Home series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor.

5. Purchasing:
- a. This is a Fixed Price per Meal Fee Contract.
 - b. All claims and demands submitted by the FSMC must be accompanied by documentation which supports all costs and fees claimed and must identify discounts, rebates, and other applicable credits allocable to the contract.
 - c. Any silence, absence or omission from Contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
6. Certification of Independent Price Determination: The prices in this Contract 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.

7. Nondiscrimination:

Both the SFA and FSMC will conform with all civil rights requirements as outlined in the USDA Nondiscrimination Statement below:

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

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

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

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

9. Assurance of Civil Rights Compliance:

The Selected FSMC and local agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

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

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

By incorporating this assurance into this Agreement, the Selected FSMC and local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

10. Claim Liability
 - a. The FSMC will accept liability caused by the FSMC's negligence for claims assessed as a result of federal and state reviews/audits, corresponding with the SFA's period of liability.
 - b. The FSMC will accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods
11. Unallowable Costs: The SFA will not allow any value-added items that are not necessary for the operation and improvement of the food service, including, but not limited to scholarships, gifts, gift cards, event tickets, grants, and catering accounts per 7 CFR 210.14(a).

Section H: Other Provisions

1. Services Sites, Service Locations and Specific Meal Types: See Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit L
2. Type of Meal Programs the FSMC shall provide to SFA the following meal types and programs as specified in Exhibits. See Exhibits B, Exhibit C, Exhibit D and Exhibit L
3. The FSMC on behalf of the SFA shall manage and operate the school food service program. The SFA shall be responsible for establishing and notifying parents and guardians of program criteria for providing free and reduced priced meals for eligible students. It shall be the joint responsibility of SFA and the FSMC to protect the anonymity of children receiving free or reduced-price meals and to establish methods for ensuring such anonymity.
4. If applicable, the FSMC shall maintain and provide all records that are needed for any Sponsor-to-School Agreement and or Vended Meals Agreement between the SFA and other Child Nutrition Program operator to support the Private School's claim for reimbursement under the National School Lunch Act, Child Nutrition Act, and The Healthy Hunger-Free Kids Act.
5. Nutrition Education: The SFA expects the FSMC to provide or assist with nutrition education when appropriate or requested as follows.
 - a. Develop or provide age-appropriate nutrition education materials for teachers to use in the classroom, such as lessons plans and other appropriate materials when request.
 - b. Conduct cooking demonstrations in the classroom or cafeteria to teach students about healthy cooking methods and recipes during requested events such as "Kids Kollege".
 - c. Coordinate with the District Communication Specialist to provide nutrition information for parents and families through various news and social media channels.

- d. Work with school nurses to provide nutrition information for students with specific needs.
- e. Serve on the District Wellness Committee and provide information that promotes healthy eating and physical activity.
- f. Access resources from the USDA's Team Nutrition program, which offers a variety of nutrition education materials for schools.
- g. Promote and educate students and staff regarding "Farm to School" initiatives.
- h. Incorporate nutritional signage in areas where meals are served.

See Exhibit P

6. Farm to School:

It shall be the responsibility of the FSMC to maintain and expand relationships with local vendors, farmers, or producers as appropriate. Supporting the existing farm to school efforts is a priority.

- a. The FSMC shall engage in MT Farm to School initiative through participation in the MT Harvest of the Month Program to connect schools (K -12) with MT local growers and ranchers to serve healthy meals using locally produced foods.
- b. The FSMC shall produce an annual report documenting the percentage of food budget utilized for MT grown or raised products including the local farm source, the product(s) purchased, and the value of the products purchased on behalf of the SFA.
- c. FSMC will support the school garden when applicable such as incorporating school garden foods into school program meals as appropriate.
- d. FSMC will work to ensure the procurement of unprocessed or minimally processed food items with local vendors as well as support the use of MT value-added products available through USDA entitlement and Food Distribution program when possible and appropriate. Local is defined as Montana.
- e. When possible, the FSMC will adapt menus to feature produce that is in season locally, maximizing freshness and flavor while often reducing costs.
- f. The FSMC will seek and submit available grants that support the Farm to School initiative.
- g. The FSMC will collaborate with local organizations involved in food and agriculture to expand farm to school initiatives and reach a wider audience.

See Exhibit P

7. Geographic Preference: Local geographic preference is defined as the state of Montana.

8. Revenue from nonprogram foods (Catering, concessions and fundraisers): The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the school lunch and/or breakfast and/or special milk and/or after school care snack programs, and is in compliance with State and Federal laws. SFA may request the FSMC to take responsibility of other food service operations such as catering, concessions, vending machines and fundraisers. Information on product cost and revenue generated from the sale of non-program foods must be provided for the state agency to confirm compliance. The information must include food cost of reimbursable meals, food cost from non-program foods, revenue from non-program foods and total

revenue. The SFA must ensure that the revenue generated from the sale of nonprogram food complies with requirements of 7 CFR 210.14(f) See Exhibit P

9. FSMC Employees: The FSMC shall provide qualified management employees and non-management employees to facilitate and work in the Food Service operation the following: **See Exhibit S**
- a. Conditions of FSMC Management of Employees: The manager provided by the FSMC is responsible for the overall management of the SFA's Food Service operation. However, the SFA has final approval authority for the FSMC's Food Service Manager. The SFA and FSMC must follow the professional standards for state and local school nutrition programs personnel as required by the Healthy, Hunger-Free Kids Act of 2010 which establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch Program and School Breakfast Program.
 - b. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of SFA premises as established by the SFA and furnished in writing to the FSMC.
 - c. The FSMC shall maintain its own personnel policies and fringe benefits for its employees subject to review by the SFA. The FSMC shall provide the SFA with a list of its personnel policies.
 - d. Personnel Obligations: Each party hereto shall be solely responsible for employees on its respective payroll, including responsibility for recruitment, employment, promotion, transfer, layoff, and termination. With the following inclusions:
 - i. Training requirements: The FSMC must provide documentation to the SFA to show compliance with the annual training requirements of the Professional Standards Final Rule. Such documentation shall include training hours and topics completed by the employees of the FSMC. All training costs incurred by the FSMC shall not be passed on to the SFA and are the responsibility of the FSMC.
 - ii. Drug-free workplace: all employees working in the food service program shall comply with the SFA's policies dealing with drug-free workplace and the use of tobacco products.
 - iii. Safety: The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts herself/himself in a manner which is detrimental to the physical, mental, or moral well-being of students or of the SFA's personnel. If such removal does not take place within one week of the receipt of the request, a meeting shall be held immediately to resolve the issue. In the event of the removal or suspension of any such employee, the FSMC shall restructure its staff without significant disruption in service and hire new individuals, if applicable, back to the initial agreed upon staffing plan/pattern. **See Exhibit S**
10. Inventories of Donated USDA Foods, Food, Beverages, and Supplies: SFA will determine the frequency at which USDA Foods, food, beverages and supply inventory will be assessed and reports submitted. Upon award, the SFA will supply the FSMC with detailed description of inventories. Inventory of items to be developed and provided by SFA. Upon termination the FSMC must return all unused USDA foods. **See Exhibit P**

11. Inventories and Division of cost of Equipment and Small Wares: SFA will determine the division of cost of equipment and small wares. The SFA will supply the FSMC with detailed description of equipment and small wares inventories. Inventory of items to be developed and provided by SFA. **See Exhibit H**
12. Information Technology Systems: SFA shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System"). The IT System may include, but is not limited to, hardware, owned and licensed software and systems support necessary for the operation of SFA's Food Service Programs. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System.
13. Office Facilities: The SFA, at SFA's expense, shall provide the FSMC office facilities for the Food Service director. The FSMC shall take care of the office facilities and return them to SFA upon termination of the Contract in good condition, ordinary wear and tear excepted.
14. Use of SFA Facilities: FSMC will not use SFA's facilities to produce food, meals, or services for other organizations unless approved in writing by SFA. If such usage is mutually acceptable, SFA and FSMC will enter into a separate signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage. Facility usage will include use of equipment, utilities, and Agency provided services. Such signed agreement will be subordinate to the terms of this Agreement, and any conflict between such agreement and this Agreement will be resolved in favor of this Agreement. Any such agreement will include a requirement that Program food, including USDA Foods, be stored separately and used only for the program.
15. Licenses Permits and Vended Meal Services: The SFA shall obtain and keep in effect all Federal, State, and local licenses required for the operation of the food service program. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.
 - a. The SFA shall obtain State or local health license(s) for any of its facilities, in which meals will be prepared for the SFA's food service programs. Per CFR 210.13 (b) Food safety inspections: Schools shall obtain a minimum of two food safety inspections during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report to any member of the public upon request. The SFA is ultimately responsible for ensuring that its sites have been inspected by a local county sanitarian at least twice per school year. The SFA shall be compensated for any fines assessed by the regulatory agency that result from negligence on the part of the FSMC or any employees supervised by the FSMC.
 - b. If the FSMC prepares food or meals for the SFA at a facility not on the SFA's premises for the SFA or any vended meals to a third party Sponsor, per a Vended Meals Agreement per Section H: Other Provisions (4) of this contract, the FSMC must obtain State or Local Health Licenses for said facility for the duration of this

contract and provide proof of such License to the Sponsor prior to any delivery of food to the Sponsor or Vended Meals Agreements.

16. Sanitation: The FSMC shall be responsible for cleaning and sanitation of the premises.
 - a. The FSMC shall be responsible for housekeeping and sanitation in food preparation areas, storage areas, serving areas, and shall clean and sanitize dishes, pots, pans, utensils, equipment and similar items.
 - b. SFA shall be responsible for cleaning and sanitation of dining area tables between serving periods, floors and walls, ceilings, ceiling fixtures, air ducts, hood vent systems (as per local ordinance) all windows and restrooms; shall provide and maintain adequate fire extinguishing equipment for the premises; shall provide necessary pest control; and shall be responsible for removal of refuse from refuse collection areas.
 - c. The FSMC will develop and follow the Hazard Analysis Critical Control Point (HACCP) standards.
15. Maintenance: The SFA shall, at SFA's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and equipment, except to the extent the FSMC is required to provide maintenance hereunder.
16. Condition of Premise and Equipment: The Premises and equipment provided by SFA for use in Food Service operations shall be in good condition and maintained by SFA to ensure compliance with applicable laws concerning building, sanitation, safety and health, including the Federal Occupational Safety and Health Act of 1970 and applicable state laws and standards promulgated thereunder. SFA agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of SFA and shall be at SFA's expense. SFA will be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC. All food preparation and serving equipment owned by SFA will remain on the premises of SFA and will always remain the property of SFA. FSMC will surrender to SFA, upon termination of this Agreement, all equipment and furnishings owned by SFA in good repair and condition, and only as reasonable wear and tear expected.
17. Transportation Equipment and Vehicle: SFA shall provide vehicles and equipment required for the safe and sanitary transportation of food, supplies, lunches, and breakfasts unless other arrangements have been agreed upon by the SFA and FSMC.
18. Payments to the FSMC: as related to food and supply inventories upon termination of contract. See Exhibit P
19. Payments to the SFA: as related to food and supply inventories upon termination of contract. See Exhibit P

20. Guarantees: The SFA and FSMC shall work together to ensure a financially sound operation.
21. Assumptions: Fee adjustments are not permitted unless provided for within the agreement. **If the contract requires changes, there must be State Agency review and approval prior to initiating the amendment.**
22. Division of Costs: The SFA, at its expense, shall provide at its premises electricity, gas, water and other utilities, ventilation, security service, telephone service, internet access service, janitorial supplies, office equipment, fire and extended coverage insurance and real and personal property taxes on all of SFA's property. SFA to adjust obligations as appropriate to Contract. **See Exhibit H**
23. Taxes: SFA shall be responsible for reporting all sales resulting from the operation of the food service program. The SFA is exempt from any and all sales and other taxes that might be assessed on the Food Service Operations. The FSMC is considered a subcontractor and will not be held accountable for any sales tax resulting from the direct sales of the food service operations. The FSMC will be responsible for all employee-related taxes and the FSMC's city, state or federal income taxes
24. Worker's Compensation Insurance: Each party shall maintain worker's compensation as required by state law covering all of its employees employed in connection with the Food Service operations.
25. Comprehensive or Commercial Insurance: The FSMC shall maintain during the term of the Contract, for protection of SFA and the FSMC, commercial general liability insurance in the combined single limit of not less than Five Million Dollars (\$5,000,000) for each occurrence, including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability, covering only the operations and activities of the FSMC under the Contract and shall provide SFA with a certificate evidencing such policies. Said Commercial General Liability Insurance shall contain no exclusion for sexual abuse and molestation. If said insurance contains a sexual abuse and molestation exclusion, the service provider, at its cost, must provide a policy that provides sexual abuse and molestation coverage on a stand-alone basis. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days prior written notice of cancellation. SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent SFA is indemnified pursuant to the Property Insurance section. The insurer providing coverage shall acknowledge the Waivers of Recovery contained in the Waiver of Recovery section.
26. Waiver of Recovery: Except as otherwise provided herein, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies only to the extent such losses are actually paid by such insurance. Notwithstanding any other provision of this Contract, neither party waives its ability to

recover from the other party for damages caused by the reckless or intentional misconduct of the employees for which recovery can be had.

27. Property Insurance: SFA shall keep SFA's 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 policies. The insurer providing coverage shall acknowledge the Waivers of Recovery contained in the Waiver of Recovery section.
28. Indemnity: Except as provided in Section Waiver of Recovery, the FSMC and SFA shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney's fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Contract. Notwithstanding any other provision of this Contract, neither party waives its ability to recover from the other party for damages caused by intentional, tortuous conduct of the employees or agents of the other party not covered by any insurance policy of the aggrieved party. This clause shall survive the termination of the Contract.
29. Trade Secrets and Proprietary Information: During the term of the Contract, the FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, financial statements, management guidelines and procedures, operating manuals, software (both owned by and licensed to FSMC), computerized data bases and similar compilations ("Trade Secrets"). SFA shall not disclose any of the FSMC's trade secrets or other proprietary information, directly or indirectly, during or after the term of the Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other proprietary information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract. All data records shall be turned over to the SFA upon termination of the Contract.
30. Assignment: The Contract may not be assigned by either party without the written consent of the other party.
31. Catastrophe: Neither the FSMC nor SFA shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.
32. Amendments to Contract: All provisions of the Contract shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Contract may not be changed other than by an agreement in writing signed by the parties hereto.

The Montana Office of Public Instruction must evaluate all proposed amendments to the contract and will approve only those amendments that are consistent with regulations and policy and are not considered “significant”.

33. Entirety of Contract: This Contract, its attachments, exhibits, and other documents specifically incorporated by reference herein, contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

SIGNATURES OF AGREEMENT

By submission and acceptance of this proposal both parties certify that they have not exchanged any gratuities, favors nor anything of monetary value. Furthermore, is done so without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service and is in all respects fair and without collusion or fraud.

This Agreement; all sections of the Agreement; all terms and conditions; and all exhibits, addendums and attachments, including any additional addendums mutually agreed to by both SFA and FSMC will be incorporated into this awarded contract.

IN WITNESS WHEREOF, the parties hereto have entered this Contract as of the date signed by all parties or the first day of the term, whichever is later.

School Food Authority

BY: _____

Name: SFA Authorized Representative: _____

Title: _____

Signature Date: _____

Food Service Management Company

BY: _____

Name: FSMC Representative: _____

Title: _____

Signature Date: _____

State Agency Approval

Authorized Representative: _____

Date of Approval: _____

**THIS AWARD REMAINS SUBJECT TO STATE AGENCY APPROVAL.
SEE EXHIBITS
As Needed and Referenced**

SFA Exhibits A-M

Exhibit A	School Food Authority Profile
Exhibit B	21-Day Cycle Menu
Exhibit C	Additional Summer Food Service Program Specifications
Exhibit D	Fresh Fruit and Vegetable Program Requirements
Exhibit E	Participation for Prior School Year
Exhibit F	Price Schedule for Current School Year
Exhibit G	Financial Operating Statements for Prior Two Years
Exhibit H	Division of Costs for the Food Service Program
Exhibit I	Division of Responsibilities for the Food Service Program
Exhibit J	SFA Policies Impacting the Food Service Program
Exhibit K	Contract Award Criteria and Weights
Exhibit L	Meal Patterns in Child Nutrition Programs
Exhibit M	Product Specifications

Exhibit A – School Food Authority Profile

1. SFA Name: Helena Elementary School District No. 1 and Helena High School District No. 1
2. SFA Address: 1325 Poplar St.
Helena, MT 59601
3. SFA Contact Name: Janelle Mickelson
4. SFA Contact Phone Number: (406) 324-2040
5. SFA Contact E-Mail: jmickelson@helenaschools.org
6. School Year Begins: July 1st School Year Ends: June 30th

7. Schools and Students:

School Type	Number of Schools	Grade Range	Enrollment
Elementary School(s)	11	Pre-K - 5	3,427
Middle/Jr. High School(s)	2	6 - 8	1,726
Sr. High School(s)	2	9 - 12	2,358
Alternative School(s)	1	9 - 12	58

8. Employees:

Employee Type	Total Number
Instructional	697 FTE
Food Service	N/A
Other	249 FTE

Exhibit A - SFA Profile, continued

9. **Food Preparation System** - *Indicate the number of food preparation sites that fit each of the following categories.*

Zero (0) Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.

One (1) Base or central kitchen: Meals are prepared and transported to serving sites.

Sixteen (16) Satellite Schools: Some components of the meals are prepared at a base or central kitchen and transported to the finishing kitchen site. Some food preparation is done at this site.

Four (4) Vending machines as a point of sale.

10. **Food Delivery System** –

- The SFA owns two high-cube delivery trucks that the FSMC uses to transport cold, frozen, cooked, and dry goods to every site, every day. One truck is large with a lift gate, the other truck is about ½ the size and does not have a lift gate.
- Hot food is transported using either hot holding electric warmers or self-contained Cambro locking transport containers. There is no power generated on these trucks so the warmers are plugged into the dock while loading and unplugged when they drive away with only the heat it could generate while loading. Each container of food is tempted and documented before it goes onto the truck and a copy of the documentation is provided with each container to the sites so they can then re-temp food and verify food does not drop into the danger zone. If it does fall below 135°, they are trained on what to do to keep food safe.
- Cold/frozen food is transported either in full cases with the original cardboard box insulation, and we re-package frozen and cold food together in other boxes to keep foods cold. There are times that we need to use the same Cambro insulated locking transport containers depending on the temperature outside.
- Dry goods are usually shipped in original boxes. Some schools are too small to receive full cases, and those items need to be broken down to smaller amounts and are repackaged. For those items we re-use certain boxes, and we use large plastic Lexon containers to keep food safe from contamination during transport.
- These are the basic route schedules to try to hit every site before buses and kids:
 - Driver 1, Route 1 (8.9 miles) (Large truck) –Broadwater, HMS, HHS, Bryant, Jefferson and then back to base kitchen. 4:45am – 6:00am
 - Driver 1, Route 2 (22.8 miles) (Large truck) –Jim Darcy, Rossiter, Warren then back to base Kitchen. 6:20am – 7:30am
 - Driver 2, Route 1 (5.3 Miles) (Small truck) - CRA, 4 Georgians then back to base. 4:15am-5:00am
 - Driver 2, Route 2 (.2 miles) (Small truck) - Capital High lower kitchen and back to base. 5:15am- 5:35
 - Driver 2, Route 3 (11.2 miles) (Small truck) – Smith, Pal, Central, Hawthorne then back to base 6:00am- 7:00am

- Driver 2 Route 4 (Small truck) – Kessler, and back to base. 7:20-740 (3.4 miles)

11. **Menu Planning System** – include USDA Food-Based Menu Planning, any special and dietary exceptions that will be accepted by the SFA to meet students’ needs/requirements

12. **Names and Types of Food Service Sites** - Check ALL categories that apply to each site.

Food Preparation or Serving Site Name	Self-Contained Kitchen	Base or Central Kitchen	Finishing Kitchen	Satellite School	Students Walk or Bused To Serving Site
Broadwater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Four Georgians	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hawthorne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jefferson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Darcy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kessler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rossiter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Warren	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CR Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Helena Middle School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Capital High School	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helena High School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Vending – Capital High School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vending – Helena High School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vending – Helena Middle School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vending – CR Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Exhibit A - SFA Profile, continued

13. **Additional Programs** (as appropriate) - The SFA provides food service in addition to the school lunch, school breakfast, after school care snack program and special milk programs. Below are those programs for which the CONTRACTOR must provide food service:

A. Summer Food Service Program – See Exhibit C.

B. Fresh Fruit and Vegetable Program - See Exhibit D.

Each site's continuation of this Program is dependent upon approval of an annual grant application.

14. **Revenue from Nonprogram Foods** - The SFA provides food service in addition to the school lunch and school breakfast. Below are those programs for which the FSMC must provide food service:

Must adhere to 7 CFR 210.14(f) requirements

A. Catering Services – School board buffet twice per month for approximately 16 people, , annual formal retirement party for approximately 200 people, buffet once a month for four (4) different school board committee meetings for approximately 15 people and other catering services as needed.

C. Vending Machine Services – Up to four (4) vending machines as a point of sale located at the two high schools and the two middle schools (must adhere to smart snack regulations).

Exhibit B - 21-Day Cycle Menu

The SFA is unable to develop a 21-day cycle menu, offerors are required to submit a 21-day cycle menu with their bids, FSMC to submit 21-day cycle menu as Exhibit B. The FSMC must ensure the 21-day cycle menu follows the CNP meal pattern requirements as specified in Exhibit L. Use the format on the following pages to specify the menu items and portion sizes for lunches, breakfasts (if applicable) and snacks (if applicable). Include portion sizes for each age group or grade group served. List all menu choices and alternate menus.

Menu standards, as presented in the RFP's twenty-one (21) day cycle menu, must be maintained as to type and quality of meal service in accordance with the provisions of 7 CFR 210.10.

All menus must be developed using the agreed upon menu planning system(s). The FSMC shall serve reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs. If the SFA is not capable of preparing a 21-day cycle menu, include a provision requiring the FSMC to provide the 21-day cycle menu. 7 CFR 210.16(b)(1)

IMPORTANT: The FSMC must adhere to the menu cycle and portion sizes specified in Exhibit B for the first twenty-one (21) days of meal service. Changes thereafter may be made with approval from the SFA.

The first day of meal service that the FSMC will begin providing meals 8/27/2025

Exhibit B – 21-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Exhibit B – 21-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
8.					
9.					
10					
11					
12					
13					
14					

Exhibit B – 21-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Summer Food Service Program

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>	Age/Grade Group <select one>
15					
16					
17					
18					
19					
20					
21					

Exhibit C – Summer Food Service Program (SFSP) Specifications

The standard FSMC contract including SFSP meals must provide that:

- All meals prepared by a FSMC shall be unitized, with or without milk or juice, unless the SFA submits to MT OPI a request for exceptions to the unitizing requirement for certain components of a meal. These requests shall be submitted to the MT OPI in writing in sufficient time for MT OPI to respond prior to the SFA's advertising for bids. MT OPI shall notify the SFA in writing of its determination in a timely manner. 7 CFR 225.6(l)(3) See Exhibit L.
- A FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meals per 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(e).
- The SFA shall provide to the FSMC a list of MT OPI-approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under § 225.6(h)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract. 7 CFR 225.6(l)(2)(iii)
- The FSMC must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency. 7 CFR 225.6(l)(2)(v)
- The FSMC shall be paid by the SFA for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement. 7 CFR 225.6(l)(2)(ix)
- Meals shall be delivered in accordance with a delivery schedule prescribed in the contract. 7 CFR 225.6(l)(2)(x)
- Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon. 7 CFR 225.6(l)(2)(xi)
- All meals served under the Program shall meet the requirements of § 225.16; 7 CFR 225.6(l)(2)(xii). FSMC shall serve reimbursable meals that comply with the Summer Food Service Program meal pattern requirements in 7 CFR 225.16(d). Refer to Exhibit L. The FSMC contractor shall bill the SFA for SFSP meals per Exhibit F
- In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the SFA for any excess costs which the SFA may incur by obtaining meals from another source. 7 CFR 225.6(l)(2)(xiii)
- In the event the SFA is approved and elects to operate non-congregate meal service the FSMC must meet the requirements in accordance with 7 CFR 225.16(b)(5). A sponsor of a site must have the administrative capability; the capacity to meet State and local health, safety, and sanitation requirements; and, where applicable, have adequate food preparation and holding facilities to be approved to serve non-congregate meals. SFAs and FSMC that are approved to provide non-congregate meals in rural areas with no congregate meal service shall comply with 7 CFR 225.16(b)(5)(i)-(iv)
- The FSMC shall comply with the appropriate bonding requirements, as set forth in §225.15(h) (5)-(7) for FSMC contracts with bids and contracts over the small purchase threshold of \$80,000 for Summer Food service.

A bid bond is not less than 5 percent nor more than 10 percent as determined by the sponsor. A copy of the bid bond shall accompany each bid. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$150,000. The FSMC must furnish a copy of the performance bond within ten days of awarding the contract.

- o The FSMCs shall have obtained a performance bond in an amount not less than ten percent nor more than twenty-five percent of the value of the contract. Sponsors shall require the FSMC to furnish a copy of the performance bond within ten (10) days of the awarding of the contract.
- o The FSMC shall obtain performance bonds only from surety companies listed in the current Department of the Treasury Circular 570.

Contracts with Sponsors expected to receive more than \$80,000.00 in SFSP Payments:

- *OPI shall have a representative present at all FSMC bid openings.*

Summer Food Service Program Food Preparation or Serving Site Name	Breakfast	# of Brkfst	Lunch	# of Lunch	Snack	# of Snack	Congregate	Non- Congregate
Broadwater School	<input type="checkbox"/>		<input checked="" type="checkbox"/>	2,571	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Bryant	<input checked="" type="checkbox"/>	839	<input checked="" type="checkbox"/>	1,058	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Warren School	<input checked="" type="checkbox"/>	5,254	<input checked="" type="checkbox"/>	5,254	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Memorial Park	<input checked="" type="checkbox"/>	11,476	<input checked="" type="checkbox"/>	11,476	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Lewis & Clark Library	<input checked="" type="checkbox"/>	2,411	<input checked="" type="checkbox"/>	2,411	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Sherron Park	<input checked="" type="checkbox"/>	4,504	<input checked="" type="checkbox"/>	4,504	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
YMCA	<input checked="" type="checkbox"/>	4,982	<input checked="" type="checkbox"/>	2,021	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Rossiter School	<input checked="" type="checkbox"/>	9,980	<input checked="" type="checkbox"/>	9,980	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Four Georgians School	<input checked="" type="checkbox"/>	6,622	<input checked="" type="checkbox"/>	6,622	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Helena Middle School	<input checked="" type="checkbox"/>	5,000	<input checked="" type="checkbox"/>	5,000	<input type="checkbox"/>		<input type="checkbox"/>	
Jim Darcy School	<input checked="" type="checkbox"/>	6,000	<input checked="" type="checkbox"/>	6,000	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Capital High School	<input checked="" type="checkbox"/>	6,000	<input checked="" type="checkbox"/>	6,000	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Exhibit D – Fresh Fruit and Vegetable Program (FFVP) Requirements

The Fresh Fruit and Vegetable Program (FFVP) is a USDA-funded program that provides free fresh fruits and vegetables to children in participating elementary schools throughout the school day. *SFA must qualify to operate FFVP*

The goal of the FFVP is to:

- Create healthier school environments by providing healthier food choices.
- Expand the variety of fruits and vegetables children experience.
- Increase children’s fruit and vegetable consumption.
- Create an opportunity to provide nutrition education.
- Positively influence children's life-long eating habits.

All FFVP costs must be allowable, actual costs and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. All Labor costs either operating or administrative must be minimal. The SFA shall verify that the FSMC operates the FFVP in compliance with all USDA FNS standards.

- The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, OPI or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.
- The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.) This is a contract requirement even if a fixed fee for FFVP is agreed upon.
- *A FFVP cycle menu based on USDA FNS guidance should be submitted with this RFP to the SFA and used in scoring the FSMC.*
- Identify all SFA and FSMC roles and responsibilities in the FFVP Service.
- USDA Fresh Fruit and Vegetable Handbook

	Allowable Items	Unallowable Items
1	Whole or Sliced Fruits	Fruit Juice
2	Vegetable Dips	Processed Produce
3	Whole or Sliced Vegetables	Sending Food Home
4	Cooled Fresh Vegetables	Fruit Dips and Smoothies
5	Pre-Cut + Pre-Sliced Produce	Nuts and Trail Mix

EXHIBIT E – PARTICIPATION FOR PRIOR SCHOOL YEAR
School Year 2023-24

Table 1 – Student Lunch Participation by School Type

School Type A	Total Lunches Served for Year B	Total Serving Days for Year C	Average Daily Participation B/C = D	Total Enrollment E	Average Daily Participation Percentage D/E = F
Elementary School(s)	229,137	202	1,134	29,080	3.90%
Middle/Jr. High School(s)	108,736	202	538	18,638	2.89%
Sr. High School(s)	55,673	202	276	26,492	1.04%
Sponsor-Wide	105,642	202	523	9,448	5.54%

Table 2 – Number of Lunches by Income Category

School Type A	Total Lunches Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	229,137	116,632	16,173	96,332
Middle/Jr. High School(s)	108,736	46,845	8,410	53,481
Sr. High School(s)	55,673	24,922	3,670	27,081
Sponsor-Wide	105,642			105,642

Table 3 – Student Breakfast Participation by School Type

School Type A	Total Breakfasts Served for Year B	Total Serving Days for Year C	Average Daily Participation B/C = D	Total Enrollment E	Average Daily Participation Percentage D/E = F
Elementary School(s)	120,289	202	595	29,080	2.05%
Middle/Jr. High School(s)	30,790	202	152	18,638	0.82%
Sr. High School(s)	25,861	202	128	26,492	0.48%
Sponsor-Wide	109,995	202	545	9,448	5.76%

Exhibit E – continued

Table 4 – Number of Breakfasts by Income Category

School Type A	Total Breakfasts Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	120,589	50,880	7,453	61,956
Middle/Jr. High School(s)	30,790	7,733	2,157	20,900
Sr. High School(s)	25,861	7,400	1,216	17,245
Sponsor-Wide	109,995			109,995

Table 7 – Non-Reimbursable Sales Revenue

(i.e. a la carte, 2nd meals served to students, adult meals, catering, etc.)

Total revenue For Year A	Meal Equivalent Rate B	Number of Meal Equivalents A/B = C
325,482	\$3.00	108,494

Table 8 – Number of Summer Food Service Program (SFSP) Breakfast

Total Breakfasts Served For Year A	Total Days Meals Served for the year B	Average Daily Participation A/B = C
46,068	321	153.51

Table 9 – Number of Summer Food Service Program (SFSP) Lunch

Total Lunches Served For Year A	Total Days Meals Served for the year B	Average Daily Participation A/B = C
45,968	321	143.20

Exhibit F - Price Schedule for Current School Year 2024-2025

Breakfasts	
Elementary Paid	\$2.00
Middle/Jr. High School Paid	\$2.00
St. High School Paid	N/A
Adults	\$3.50

Lunches	
Elementary Paid	\$3.00
Middle/Jr. High School Paid	\$3.10
St. High School Paid	N/A
Adults	\$5.00

A La Carte	
Main dishes	\$2.75
Hot Sandwiches	\$2.75
Cold Sandwiches	\$2.75
Side Dishes	\$0.75
Desserts	\$1.50
Beverages	\$2.00-2.25
Snack Items	\$1.00-4.00

Exhibit G - Financial Operating Statements for Prior Three Years

Attach the food service program's financial operating statements for the last three years.



Trustees' Financial Summary

FY2021-22

Submit ID: 0487-48689822

25 Lewis & Clark County

0487 Helena Elem

Schedule of Revenues, Expenditures and Changes in Fund Balance

12 - School Food Services Fund

Current Revenues, Other Financing Sources and Residual Equity Transfers In: Fund Code 12

PRC	Revenue	2021 Value	2022 Value
	1510 Interest Earnings	1,405.94	3,837.69
	1611 National School Lunch Program	4,115.50	3,628.93
	1900 Other Revenue from Local Sources	1,777.30	34,387.28
	1920 Contributions/Donations from Private Sources	400.00	0.00
	3220 State - School Nutrition Match	0.00	7,489.80
	4550 Federal School Nutrition Reimbursement	3,426,480.38	5,063,647.31
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In:		3,434,179.12	5,112,991.01

Current Expenditures, Other Financing Uses and Residual Equity Transfers Out: Fund Code 12

PRC	Program	Function	Object	2021 Value	2022 Value
	910 Food Services				
		31XX Food Services			
			3XX Purchased Professional and Technical Services	16,867.00	550.00
			4XX Purchased Property Services	13,079.98	15,877.58
			5XX Other Purchased Services	2,902,009.92	4,018,916.14
			6XX Supplies and Materials	9,434.75	28,206.08
			8XX Other Expenditures	22.66	0.00
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:				2,941,414.31	4,063,549.80

Schedule Of Changes Worksheet Fund Code 12

Beginning Fund Balance	888,205.27	(1)
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In	5,112,991.01	(2)
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out	4,063,549.80	(3)
Increase/Decrease of Reserve for Inventories		
This Year	0.00	
Less Last Year	0.00	(4a)
Increase/Decrease of Reserve for Encumbrances		
This Year	0.00	
Less Last Year	0.00	(4b)
	0.00	(4)
Ending Fund Balance (1 + 2 - 3 + 4)	1,937,646.48	(5)



Trustees' Financial Summary

FY2022-23

Submit ID: 0487-68141086

25 Lewis & Clark County

0487 Helena Elem

Schedule of Revenues, Expenditures and Changes in Fund Balance

12 - School Food Services Fund

Current Revenues, Other Financing Sources and Residual Equity Transfers In: Fund Code 12

PRC	Revenue	2022 Value	2023 Value
	1510 Interest Earnings	3,837.69	65,141.84
	1611 National School Lunch Program	3,628.93	991,431.90
	1900 Other Revenue from Local Sources	34,387.28	0.00
	3220 State - School Nutrition Match	7,489.80	0.00
	4550 Federal School Nutrition Reimbursement	5,063,647.31	2,418,644.44
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In:		5,112,991.01	3,475,218.18

Current Expenditures, Other Financing Uses and Residual Equity Transfers Out: Fund Code 12

PRC	Program	Function	Object	2022 Value	2023 Value
	910	Food Services			
		31XX	Food Services		
			1XX Personal Services - Salaries	0.00	143,446.90
			2XX Personal Services - Employee Benefits	0.00	218.03
			3XX Purchased Professional and Technical Services	550.00	10,015.37
			4XX Purchased Property Services	15,877.58	10,012.48
			5XX Other Purchased Services	4,018,916.14	3,074,870.38
			6XX Supplies and Materials	28,206.08	25,642.15
	999	Undistributed			
		9999	Undistributed		
			892 Material Prior Period Expenditure Adjustments	0.00	126,879.90
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:				4,063,549.80	3,391,085.21

Schedule Of Changes Worksheet

Fund Code 12

Beginning Fund Balance	1,937,646.48	(1)
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In	3,475,218.18	(2)
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out	3,391,085.21	(3)
Increase/Decrease of Reserve for Inventories		
This Year	0.00	
Less Last Year	0.00	(4a)
	0.00	
Increase/Decrease of Reserve for Encumbrances		
This Year	0.00	
Less Last Year	0.00	(4b)
	0.00	
	0.00	(4)
Ending Fund Balance (1 + 2 - 3 + 4)	2,021,779.45	(5)



Trustees' Financial Summary

FY2023-24

Submit ID: 0487-39832815

25 Lewis & Clark County

0487 Helena Elem

Schedule of Revenues, Expenditures and Changes in Fund Balance

12 - School Food Services Fund

Current Revenues, Other Financing Sources and Residual Equity Transfers In: Fund Code 12

PRC	Revenue	2023 Value	2024 Value
	1510 Interest Earnings	65,141.84	89,905.49
	1611 National School Lunch Program	991,431.90	930,984.53
	1900 Other Revenue from Local Sources	0.00	973.80
	1920 Contributions/Donations from Private Sources	0.00	10,593.41
	4550 Federal School Nutrition Reimbursement	2,418,644.44	2,628,267.43
Total Current Revenues, Other Financing Sources and Residual Equity Transfers In:		3,475,218.18	3,660,724.66

Current Expenditures, Other Financing Uses and Residual Equity Transfers Out: Fund Code 12

PRC	Program	Function	Object	2023 Value	2024 Value
	461 School Nutrition Discretionary Grant (Direct, Certification, ART, Equipment)				
		31XX Food Services			
			5XX Other Purchased Services	0.00	141,297.45
	910 Food Services				
		31XX Food Services			
			1XX Personal Services - Salaries	143,446.90	142,915.92
			2XX Personal Services - Employee Benefits	218.03	686.16
			3XX Purchased Professional and Technical Services	10,015.37	9,869.00
			4XX Purchased Property Services	10,012.48	15,622.80
			5XX Other Purchased Services	3,074,870.38	3,440,859.56
			6XX Supplies and Materials	25,642.15	52,558.33
			7XX Property and Equipment Acquisition	0.00	29,350.00
	999 Undistributed				
		9999 Undistributed			
			892 Material Prior Period Expenditure Adjustments	126,879.90	0.00
Total Current Expenditures, Other Financing Uses and Residual Equity Transfers Out:				3,391,085.21	3,833,159.22

Exhibit H – Division of Costs for the Food Service Program

Prior to issuing the Request for Proposal, mark with an "X" those costs that will be the responsibility of the CONTRACTOR and those costs that will be the responsibility of the SFA.

COSTS	CONTRACTOR	SFA
Food Cost (food, condiments, beverages)		
Labor Cost		
Hourly Wages:		
Bookkeeper / Secretarial		X
Food Service Workers		
Driver		
Other		
Hourly Benefits and Taxes		
FICA		
Retirement for Contractor's employees	X	
Unemployment Insurance for Contractor's employees	X	
Workers' Compensation for Contractor's employees	X	
Health Insurance for Contractor's employees	X	
Life Insurance and Disability for Contractor's employees	X	
Holidays for Contractor's employees	X	
Management Salaries	X	
Management Benefits and Taxes	X	
Other Purchased Services		
Telephone, local service		X
Telephone, long distance		X
Utilities (heat, power, water)		X
Extermination		
Laundry		
Other		
Supplies		
Disposable Service ware		
Cleaning Supplies		
Paper Supplies		

Uniforms		
Menu Paper		
Menu Printing		
Promotional Materials		
Office Supplies		
Equipment and Repair		
Replacement of Capital/Major Equipment		X
Replacement of Expendable/Minor Equipment		X
Repair of Equipment (Normal wear and tear)		X
Repair of Equipment Resulting from Negligence of Contractor's Employees	X	
Repair of Equipment Resulting from Negligence of Sponsor's Employees		X

Exhibit H – Division of Costs for the Food Service Program continued

COSTS	CONTRACTOR	SFA
Capital Improvement		
Building Structural Changes		X
Painting		X
Other		
Vehicle Lease or Purchase		
Vehicle Maintenance		
Vehicle Major Repairs		
Vehicle Fuel and Oil		
Vehicle Taxes		
Vehicle Insurance		
Vehicle Licenses		
Vehicle Registration		
Depreciation		X
Audit Fees		
Licenses/Permits		
Promotions		
Mileage		
Employee Physicals		
Sales Tax		
Performance Bond (if applicable)	X	
Liability Insurance	X	
Information Technology Systems	X	
FSMC Training Workshops	X	
Travel Expenses for FSMC Training Workshops	X	
Custodians		
School Secretaries		
Trash Pickup		

Exhibit I - Division of Responsibilities for the Food Service Program

SFA and FSMC responsibilities include, but are not necessarily limited to, those listed in this exhibit.

	Sponsor Responsibilities - The SFA is required by Federal regulations and/or Montana Office of Public Instruction (OPI) policy to retain responsibility for the following tasks. <i>These items CANNOT be assigned to the FSMC</i>
	General Administration
1.	Complete annual program renewal documents with OPI.
2.	Retain signature authority on the program agreement with OPI, reduced price and free policy statement and the claims for reimbursement.
3.	Coordinate the food service advisory committee.
	Free & Reduced Price Policy Administration
1.	Appoint and train determining official(s) and hearing official.
2.	Distribute materials to parents and guardians.
3.	Collect submitted applications.
4.	Process applications, including approval/denial and follow-up to obtain complete information.
5.	Enter data into computer if computer system automatically determines eligibility.
6.	Administer the Direct Certification process.
7.	Notify parent/guardian of application status.
8.	Administer all aspects of the income verification process.
9.	For SFAs with multiple sites, conduct on-site reviews of counting and claiming procedures at all sites by February 1 of each year, including written documentation of visit, corrective action plan as needed and follow-up reviews.
	Reimbursement Claims
1.	Sign or submit electronically the claim for reimbursement.

Exhibit I - Division of Responsibilities for the Food Service Program
Continued

	Contractor Responsibilities
	Food Service Operations
1.	Plan menus that meet Child Nutrition Program Meal Patterns
2.	Purchase food items that meet CNP requirements
3.	Receive and store food and supplies.
4.	Conduct periodic physical inventory of food and supplies.
5.	Prepare food
6.	Deliver food to serving sites.
7.	Provide dining room and counter service.
8.	Clean and maintain kitchen facilities.
9.	Complete required documentation for meals served in Child Nutrition Programs
10.	Hire, Train and Supervise personnel.
11.	Merchandise food.
12.	Conduct food service promotions.
13.	Serve on food service advisory committee and local wellness policy committee
14.	Attend annual required administrative training for SNP, FFVP, SFSP (if applicable)
15.	Complete annual Required Professional Development training hours for food service employees

Exhibit I - Division of Responsibilities for the Food Service Program conditioned

Responsibilities to Assign to Either the Contractor or the SFA:

The SFA should mark with an "X" those responsibilities that will be assumed by the CONTRACTOR and those that will be assumed by the SFA.

	Responsibilities	Contractor	SFA
1.	Cleaning of service areas	X	
2.	Maintain building.		X
3.	Monitor serving line.	X	
4.	Trash removal		X
5.	Print promotional materials.	X	
6.	Print menus.		X
7.	Cafeteria setup and breakdown	X	
8.			
9.			
10.			
11.			
12.			
13.			

Exhibit J - SFA Policies Impacting the Food Service Program

Attach the SFA's policy for snow days, school local wellness policy, power outages, school closings, school drills and any other policies that could impact the food service operation.

Helena School District 2005

STUDENT INSTRUCTION

School Year, Calendar, and Day

Subject to §§ 20-1-301 and 20-1-308, MCA, and the District's collective bargaining agreement covering the employment of affected employees, the Board sets the number of days in a school term, the length of the school day, and the number of school days in a school week

When proposing to adopt changes to a previously adopted school term, school week, or school day, the Board shall: (a) if necessary, negotiate the changes with the recognized collective bargaining unit representing the employees affected by the changes; (b) solicit input from the employees affected by the changes but not represented by a collective bargaining agreement; and (c) solicit input from the people who live within the boundaries of the school district.

Saturday School

In emergencies, including during reasonable efforts of the trustees to make up aggregate hours of instruction lost during a declaration of emergency by the trustees under Section 20-9-806, MCA, pupil instruction may be conducted on a Saturday when it is approved by the trustees.

Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose of providing additional pupil instruction beyond the minimum aggregate hours of instruction required in Section 20-1-301, MCA, provided student attendance is voluntary.

Commemorative Exercises

All classes shall conduct appropriate exercises during the school day on the commemorative days noted in Montana law.

School Holidays

The schools in the District shall be closed on the following holidays: New Year's Day; Memorial Day; Independence Day (2 days); Labor Day; Thanksgiving Day (2 days); Christmas Day; Martin Luther King Day; President's Day; and State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process at the polling place. When these holidays fall on Saturday or Sunday, the preceding Friday or the succeeding Monday shall be a school holiday. The Board may establish other holidays.

School Fiscal Year

At least the minimum number of aggregate hours must be conducted during each school fiscal year.

The minimum aggregate hours required by grade are:

(a) A minimum of 360 aggregate hours for a kindergarten program; (b) 720 hours for grades 1 through 3;

(c) 1,080 hours for grades 4 through 12; and

(d) 1,050 hours may be sufficient for graduating seniors.

In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

1. Pre-school staff orientation for the purpose of organization of the school year (2 days);

2. Staff professional development programs (minimum of three (3) days);

3. Parent/teacher conferences (2 days); or

4. Records days (not to exceed one (1) day at the end of each semester or quarter).

Professional Development

The district recognizes that training and development are fundamental to ensure the quality of its services to students. The Superintendent shall provide an organized program of professional development designed to assist staff in acquiring the skills needed to work with all students.

A District professional development advisory committee will review, develop, recommend, and evaluate the school district's professional development plan. Each year the Board of Trustees shall be provided a copy of a professional development report for the previous school year.

Legal References: § 20-1-301, MCA School fiscal year

§ 20-1-302, MCA School day and week
§ 20-3-303, MCA Conduct of school on Saturday or Sunday
Prohibited – exceptions
§ 20-1-305, MCA School Holidays
§ 20-1-306, MCA Commemorative exercises on certain days
§ 20-1-308, MCA Religious instruction released time program
ARM 10.65.101-103 Pupil-Instruction-Related Days
ARM 10.55.714 Professional Development
Cross References:
Policy

Helena Public Schools 2120

STUDENT INSTRUCTION

Wellness

Recognizing that good health and wellness are positively correlated to success in school, the Helena Public Schools Board of Trustees is committed to providing learning environments that promote children's health, well-being, and ability to learn. This commitment includes nutrition, education, physical activity, and other school-based activities that are designed to promote student wellness. *Nutritional Standards for Foods Available to Students.*

The District will serve meals that, at a minimum, meet the nutritional requirements established by the United States Department of Agriculture.

Child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods which meet the health and nutrition needs of students; will consider the diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings.

The intention of the District is to provide adequate time for students to eat.

The District strongly encourages that all foods and beverages sold before, during and 30 minutes after the school day, outside the school reimbursable meal programs, (including those sold through vending machines, student stores, a la carte programs, fundraising, or through programs for students after the school day) will follow the USDA Smart Snack regulations. Schools are discouraged from using foods and beverages, especially those that do not meet the nutrition standards and are sold individually, as rewards for academic performance or good behavior. In addition, foods and beverages will not be withheld as a form of punishment.

Schools are encouraged to limit the number of celebrations during the school day that involve food.

Helena Public Schools encourage the promotion of a positive learning environment by providing healthy celebrations that shift the focus from food to the child. Providing nutritious food options demonstrates a school commitment to promoting healthy behavior and supports classroom lessons. Each celebration should include healthy foods and beverage choices, including water. Physical activity during celebrations is encouraged.

Foods and beverages offered and sold at school events should include choices that meet the nutrition standards for meals and beverages sold individually.

Development, Review, and Implementation of the Policy

The Superintendent or designee will establish a committee comprised of staff members, parents, educators, and the public. The committee shall be responsible for the development of procedures that support wellness for both students and staff and are necessary to implement this policy.

Members may include but are not limited to parents, students, school food service staff, health and physical education educators, school and community health professionals, trustees, administrators and members of the general public.

The District will assess the implementation of this policy and inform and update the public every three years, at a minimum, regarding compliance with the policy, how it compares to model wellness policies, and progress in attaining the goals of the wellness policy.

Legal References: P.L. 108-265 Child Nutrition and WIC Reauthorization Act of 2004

P.L. 111-296 The Healthy, Hunger-Free Kids Act of 2010

10.55.701, ARM Board of Trustees

Cross References:

Policy History:

Adopted on: 2.28.2012

Revised on: 5.9.2017, 6.13.2023

Helena School District 7050 OPERATIONAL SERVICES Food Services The District will provide school meals which meet or exceed nutritional standards required by state and federal school lunch programs. The Superintendent will establish rules for the sale of foods during the school day. The District will not permit the sale of food of minimal nutritional value during breakfast and lunch periods. The principal may authorize any food sales of an occasional nature. The Board may authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for pupils receiving federal assistance. Because of the potential liability of the District, the food services program will not accept donations of food without approval of the Board. Should the Board approve a food donation; the Superintendent will establish inspection and handling procedures for the food and determine that provisions of all state and local laws have been met before selling the food as part of school meals. Free and Reduced Meal Prices The District will provide free and reduced-price meals to students, according to the terms of the National School Lunch Program and the laws, rules, and regulations of the state. The District will inform parents of the eligibility standards for free or reduced-price meals. Identity of students receiving free or reduced-price meals will be confidential. The Superintendent shall be responsible for determining eligibility. Students in the foster care system and other students as provided by the Child Nutrition Act shall be categorically eligible for free meals. A parent has the right to appeal to a designated hearing official any decision with respect to his or her application for free or reduced-price food services. Legal References: P.L. 108-265 Child Nutrition and WIC Reauthorization Act of 2004 § 20-10-204, MCA Duties of trustees § 20-10-205, MCA Allocation of federal funds to school food services fund for federally connected, indigent pupils Cross Reference: Policy History: Adopted on: 1.14.2014

Helena School District 7050

OPERATIONAL SERVICES

Food Services

The District will provide school meals which meet or exceed nutritional standards required by state and federal school lunch programs. The Superintendent will establish rules for the sale of foods during the school day. The District will not permit the sale of food of minimal nutritional value during breakfast and lunch periods. The principal may authorize any food sales of an occasional nature.

The Board may authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for pupils receiving federal assistance. Because of the potential liability of the District, the food services program will not accept donations of food without approval of the Board. Should the Board approve a food donation; the Superintendent will establish inspection and handling procedures for the food and determine that provisions of all state and local laws have been met before selling the food as part of school meals.

Free and Reduced Meal Prices

The District will provide free and reduced-price meals to students, according to the terms of the National School Lunch Program and the laws, rules, and regulations of the state. The District will inform parents of the eligibility standards for free or reduced-price meals. Identity of students receiving free or reduced-price meals will be confidential. The Superintendent shall be responsible for determining eligibility. Students in the foster care system and other students as provided by the Child Nutrition Act shall be categorically eligible for free meals. A parent has the right to appeal to a designated hearing official any decision with respect to his or her application for free or reduced-price food services.

Legal References: P.L. 108-265 Child Nutrition and WIC Reauthorization Act of 2004

§ 20-10-204, MCA Duties of trustees

§ 20-10-205, MCA Allocation of federal funds to school food services fund for federally connected, indigent pupils

Cross Reference:

Policy History:

Adopted on: 1.14.2014

Revised on

Helena Public Schools 7052

OPERATIONAL SERVICES

Meal Charges

The District recognizes that students may forget or lose lunch money or may have an unpaid meal account balance. The District endeavors to treat all students with dignity regarding unpaid meal charges; however, unpaid meal charges create a significant financial burden for the District. To ensure that students do not go hungry but also minimize the financial burden, the District shall charge meals and collect on meal account charges in all schools consistent with this policy.

Students who are eligible to receive free meals do not have a meal account and, therefore, are not subject to this policy. Free lunch status students may pre-pay for or purchase a la carte items with cash or check.

Parents may restrict their child's ability to charge by sending the school written notice either stating their child cannot charge or limiting the amount their child can charge. However, they will need to send a lunch with their child.

K-12 Students

Students will pay for meals at the full rate as established by the District in accordance with federal law. Eligible students will pay a reduced rate as established by the District in accordance with federal law. Meals must be **pre-paid**. Students will be permitted to charge a maximum of \$30.00 once his or her meal account reaches zero. Once a student has charged the maximum number of meals, the student will no longer be permitted to charge and parents will initially be contacted directly by phone or in person by the building principal. The school will offer the student an emergency (regular) meal at the standard rate.

Adults Employees

Employees are permitted to charge meals or a la carte items up to a maximum of \$25.00. Employees will be notified if the \$25.00 maximum is exceeded and will be restricted from further charging until the outstanding debt is paid.

Payment of Meal Account

Each school shall maintain records regarding student meal balances. The District will send out notices to parents/guardians informing them of low or negative meal account balances. Parents/guardians may also check a student meal account balance online at mymealtime.com. Parents/guardians must submit payment for meal accounts with a credit card or debit card at mymealtime.com OR pay in person with a check or cash at their student's school. Payment must be submitted 30 days from date of notice of deficit balance. If the District has not received payment within 30 days the payment is considered overdue and is a delinquent debt.

The District will use various means as permitted by state and federal law to collect meal account balances which are delinquent debts, including payment plans as determined appropriate.

Legal References: 2 C.F.R. § 200.426

7 C.F.R. Part 210

7 C.F.R. § 245.5

Cross References: Board Policy 5030

Board Policy 7050

Policy History:

Adopted on: 5.9.2017

Revised on: 8.14.2018

Helena Public Schools 7053

OPERATIONAL SERVICES

Procurement of School Food

The District will abide by the following requirements for any procurement related to its food services:

Purchases Greater than \$80,000

Except as permitted below, whenever the cost of food service supplies, products, or equipment exceed \$80,000, the District will call for formal bids by issuing public notice as required by law. Specifications will be prepared and made available to all vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible bidder, except that the trustees may reject any or all bids. The Board, in making a determination as to which vendor is the lowest responsible bidder, will take into consideration not only the amount of each bid, but will also consider the skill, ability, and integrity of a

vendor to do faithful, conscientious work and to promptly fulfill the contract according to its letter and spirit.

The District may enter into cooperative purchasing contracts with one or more districts for procurement of food supplies or services. Such services and supplies may be purchased without complying with the above stated bidding requirements if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor to compete, based on lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

Purchases Less than \$80,000 but Greater than \$3,500

Purchases of food service supplies, products, or equipment between \$3,500 and \$80,000 shall be considered "Small Purchases." The District is not required to use a formal bidding process for Small Purchases, but it shall use a competitive process to ensure fairness. For any Small Purchase, the District shall obtain at least two or more price quotes. The District shall maintain all procurement documentation to ensure the cost is less than \$80,000 but more than \$3,500 for a Small Purchase.

Purchases Less than \$3,500

Purchases of food service supplies, products, or equipment less than \$3,500 shall be "Micro-Purchases." The District is not required to use a formal bidding process for Micro-Purchases, but it shall ensure that purchases are reasonable and equitably distributed among all qualified sources. The District shall maintain all procurement documentation to ensure the cost is less than \$3,500 for a Micro-Purchase.

Bid Specifications

The District will not award a contract to a potential vendor who has written any of the bid specifications, the solicitation documents, or any of the contract language.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Geographic Preference

As part of a Farm to School program, the District has the discretion to apply a geographic preference for procurement of unprocessed locally grown or locally raised domestic products only.

Buy American

The District shall procure domestic commodities and products ("Buy American") for the use of its Child Nutrition Program to the maximum extent practicable. The District is permitted to buy foreign goods only when:

- Food preferences can only be met with foreign goods;
- A sufficient quantity and/or quality is not available through domestic commodities or products; or
- The cost of domestic commodities and products is significantly higher.

Debarment and Suspension

For any food service purchase in excess of \$25,000, the District shall obtain verification or certification from a vendor that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency.

Standard of Conduct

District employees engaged in the award and/or administration of food service contracts supported by federal funds are subject to the following code of conduct:

- No employee may participate in the selection, award, or administration of a food service contract supported by federal funds if he or she has a conflict of interest or can reasonably be perceived as having a conflict of interest.
- No employee may solicit any gratuities, favors, or anything else of monetary value from a potential vendor.
- No employee may participate in the selection, award, or administration of a food service contract supported by federal funds when the employee or member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these individuals has a financial interest in a vendor.
- Employees are expected to demonstrate integrity and honesty.
- Employees who fail to abide by this policy will be subject to disciplinary action up to and including discharge.

Bid Protest Procedures

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Business Manager or designee. The Business Manager or designee shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Business Manager or designee, the claimant may appeal the decision to the District's Board of Trustees. The notice of appeal shall be filed with the Board of Trustees within fifteen (15) days after issuance of the decision from which the appeal is taken. The appeal shall state the basis of the appeal and provide to the Board the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The Board of Trustees at the next regular board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The Board may in its discretion render a decision based upon the information and records before the Board of Trustees or, in the Board's discretion, may request the claimant and a representative of the District to each present information pertaining to the bid protest.

The Board shall issue a written decision within thirty (30) days of the meeting in which it considered the appeal.

Legal References: 2 C.F.R. § 200.318 General Procurement Standards

7 C.F.R. § 210.21 Procurement

7 C.F.R. § 220.16 Procurement Standards

7 C.F.R. § 225.17 Procurement Standards

MCA § 20-9-204 Conflicts of interest, letting contracts, and calling for bids

Cross References: Board Policy 5035 Staff Ethics and Political Activity

Board Policy 5070 Disciplinary Action

Board Policy 5105 Conflicts of Interest

Board Policy 7010 Purchasing

Board Policy 7012 Procurement of Supplies, Materials, Equipment and Services Using Federal Funds

Policy History:

Adopted on: 2.14.2017

Revised on: 1.14.2020

Helena Public Schools 8150

NON-INSTRUCTIONAL OPERATIONS

School Closure

Prior to the Board adopting a resolution closing an operating school, the Board shall consider the impact of such school closure on the education community. In evaluating the impact, the Board shall consider at a minimum the following factors:

1. Projected or actual enrollment declines and the likelihood that they will remain permanent.
2. The effect the school closure will have on other facilities and on the district's educational program offering.
3. Potential for alternative use of the facility, including the potential for revenue for sale or lease of property.
4. Financial considerations including operation and maintenance costs, anticipated capital improvements, and the costs of closure and transferring operations elsewhere in relation to other schools in the district.
5. The effect the school closure will have on district staffing, and on the costs of instruction, administration, transportation and other support services.
6. Student safety factors, including travel, school building features, and school grounds, in relation to other schools in the district. Ability of other schools in the affected district to safely accommodate pupils if a school closes.
7. Such other facts as the Board deems necessary and appropriate in light of the circumstances.

During the ninety days before a final decision is made on a school closure, the board shall conduct hearings to receive a testimony from the public.

A separate hearing may be held for each school that is being considered for closure. Notice of each hearing shall be published once each week for two consecutive weeks in a newspaper of general circulation in the area. The last notice of hearing shall be published not later than seven days immediately before the final hearing.

The School District may close a school for emergency reasons without complying with the public hearing set forth above.

The Board is not required to make specific findings with respect to the criteria.

Comments received from public hearings are for advisory purposes only. The weight to be given any of the criteria is left to the complete and sole discretion of the Board. The final determination of whether a facility shall remain open and what alternative the district shall take shall be made by the Board.

6.22.1999

Legal References: Cross References: Policy History: Adopted On: Revised On: Reviewed On:

9.3.2024

Helena School District 7060

OPERATIONAL SERVICES

District Safety

The Board recognizes that safety and health standards should be incorporated into all aspects of the operation of the District. Rules for safety and prevention of accidents will be posted in compliance with Montana Safety Culture Act and the Montana Occupational Safety and Health Act. Injuries and accidents will be reported to the District office.

There will be at least eight (8) disaster drills a year. All teachers will discuss disaster drill procedures with their class at the beginning of each year and will have them posted in a conspicuous place next to the exit door. A record will be kept of all fire drills. The drills will be held at different hours of the day or evening to avoid distinction between drills and actual disasters. The Superintendent will develop safety and health standards that comply with the Montana Safety Culture Act.

Safety or Emergency Plans

The Board shall review the District safety or emergency operations plan at least annually and update the plan as determined necessary by the trustees based on changing circumstances pertaining to school safety. Once the Board has made the annual certification to OPI, it may transfer funds pursuant to Section 20-1-401, MCA to make improvements to school safety and security.

The District safety plan or emergency operations plan must include threat assessment practices regarding the following:

1. The adoption of a threat assessment protocol, outlining policies and procedures for implementation when there is notification of a student threat of harm to others or property; and
2. An identified threat assessment team, composed of key staff, that meets at least monthly and may include behavioral threat assessment addressing students in need of academic and behavioral supports or interventions.

School Closure

The Superintendent is authorized to close the schools in the event of hazardous weather or other emergencies that threaten the safety of students, staff members, or school property. Specific procedures for school closures may be found in the District's Safety Plan or Emergency Operations Plan.

Hazardous and Infectious Materials

The Superintendent shall take all reasonable measures to protect the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials, including pesticide, and infectious materials. Specific procedures for handling hazardous or infectious materials may be found in the District's Safety Plan.

Safety Measures

The Superintendent is authorized to adopt reasonable safety measures to protect the health and safety of District personnel, students, and visitors on District premises and during school-related activities.

Reasonable safety measures include adoption of cleaning/sanitization plans, use of physical safeguards/barriers, and required use of personal protective equipment (e.g., face masks). Exceptions to

any requirements adopted by the Superintendent may be granted as required by law and on a case-by-case basis.

Cross References:

Legal References: §20-1-401, MCA Disaster drills (revised by Senate Bill 213)

§20-1-402, MCA Number of disaster drills required

§20-9-806, MCA School Closure by Declaration of Emergency

§39-71-1501, MCA Montana Safety Culture Act

§50-71-111, et. seq., MCA Montana Occupational Health and Safety Act

Policy History:

Adopted on: 8.22.2013

Revised on: 8.11.2020, 2.14.2023, 1.9.2024

Exhibit K – Contract Award Criteria and Weights

Acceptance of the award will be made to the responsive and responsible bidder who meets the weighted award criteria categories specified below. The SFA has the right to accept any proposal which it deems most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA or is considered non-responsive.

Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. The award criteria and the relative value assigned to each scoring category are specified on the evaluation form listed below with price being the primary consideration for awarding the contract. (assigned the greatest number of points compared to other factors).

Evaluation Committee

The evaluation committee is comprised of at least 3 individuals who are employees of the SFA and are familiar with the Child Nutrition Program regulations. Prior to submission of proposals the evaluation committee will develop a strong and fair scoring system to determine the most successful bidder. All proposals will be thoroughly reviewed independently by each member of the evaluation committee. The committee may then discuss all offerors proposals addressing requirements of the RFP to distinguish which proposal will be most advantageous to the SFA.

Weight Criteria

Proposal criteria are weighted based upon importance to the SFA. The weighted criteria categories are determined in advance by the SFA evaluation committee. A total of 100 percentage/points possible. Price/Cost will have the most weight of all scores.

FSMC NAME: _____

Total Points Awarded: _____

Meets Criteria	Yes	No	Comments
Received Bid by date /time required			
Compliant with Federal regulations			
Menus submitted for all CNP requested			

(points received/points available)

- (/10) points: **Service Capability Plan** (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)
- (/10) points: **Quality of Food Service**
- (/10) points: **Doing business** with like school systems and familiarity with regulations pertaining to such operations/References
- (/8) points: **Financial Condition/Stability**, Business Practices
- (/8) points: **Accounting and Reporting Systems**
- (/5) points: **Personnel Management** including training and professional development for employees
- (/5) points: **Innovation/Plan** to increase participation
- (/5) points: **Promotion** of the School Food Service Program
- (/5) points: **Involvement** of Students, Staff, and Other Stakeholders
- (/11) points: **Cost/Fees** and Performance Bond
- (/5) points: **Use of Geographical Preference**
- (/5) points: **Incorporation of Local Foods**
- (/5) points: **Nutrition Education Plan**
- (/8) points: **Purchasing and purchasing power**

100 points TOTAL

Exhibit L– Meal Patterns in Child Nutrition Programs LUNCH



United States Department of Agriculture

National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food ¹ per Week		
	(minimum per day)		
Fruits (cups) ²	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ²	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green Subgroup ³	½	½	½
Red/Orange Subgroup ³	¾	¾	1 ¼
Beans, Peas, and Lentils Subgroup ³	½	½	½
Starchy Subgroup ³	½	½	½
Other Vegetables Subgroup ^{3 4}	½	½	¾
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 ½
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁸			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is ⅛ cup. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

³ Larger amounts of these vegetables may be served.

⁴ This subgroup consists of “Other vegetables” as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any

additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.

⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.

⁶ Minimum creditable serving is 0.25 oz. eq.

⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.



BREAKFAST

School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food¹ per Week		
	(minimum per day)		
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.

³ Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.

⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.



NSLP SNP SODIUM REQUIREMENTS

School Meal Programs Sodium Requirements

School meals offered to each age/grade group must meet, on average over the school week, the sodium limits specified in the following tables within the established deadlines:

School Breakfast Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤540 mg	≤485 mg
Grades 6-8	≤600 mg	≤535 mg
Grades 9-12	≤640 mg	≤570 mg

National School Lunch Program: Sodium Limits

Age/Grade Group	Sodium Limit: In place through June 30, 2027	Sodium Limit: Must be implemented by July 1, 2027
Grades K-5	≤1,110 mg	≤935 mg
Grades 6-8	≤1,225 mg	≤1,035 mg
Grades 9-12	≤1,280 mg	≤1,080 mg

NSLP After School Snack Program

Chart 2: National School Lunch Program Meal Pattern for Afterschool Snacks Service

Select two of the four components for a reimbursable meal				
Meal Components¹		Children Ages 1 - 2	Children Ages 3 - 5	Children Ages 6 - 12¹
Milk	Fluid milk	4 fl oz (1/2 cup)	4 fl oz (1/2 cup)	8 fl oz (1 cup)
Vegetables or Fruit^{2, 3}	Juice ^{2, 3} , fruit, and/or vegetable	1/2 cup	1/2 cup	3/4 cup
Grains/Breads^{3, 4} (Select one)	Bread	1/2 slice	1/2 slice	1 slice
	Combread/biscuit/roll/muffin	1/2 serving	1/2 serving	1 serving
	Cold dry cereal ⁴	1/4 cup or 1/3 oz	1/3 cup or 1/2 oz	3/4 cup or 1 oz
	Cooked cereal grains	1/4 cup	1/4 cup	1/2 cup
	Pasta/noodles	1/4 cup	1/4 cup	1/2 cup
Meats/Meat Alternates^{5, 6, 7} (Select one)	Meat/poultry/fish ⁵	1/2 oz	1/2 oz	1 oz
	Alternate protein products ⁵	1/2 oz	1/2 oz	1 oz
	Cheese	1/2 oz	1/2 oz	1 oz
	Egg (large)	1/2 large egg	1/2 large egg	1/2 large egg
	Cooked dry beans/peas	1/8 cup	1/8 cup	1/4 cup
	Peanut/other nut/seed butters	1 Tbsp	1 Tbsp	2 Tbsp
	Nuts and/or seeds ⁷	1/2 oz ⁷	1/2 oz ⁷	1 oz
	Yogurt ⁸	2 oz (1/4 cup)	2 oz (1/4 cup)	4 oz (1/2 cup)

- ¹ Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less than the minimum quantities listed in this column.
- ² Full-strength vegetable or fruit juice may count towards the entire vegetables or fruit component.
- ³ Grains/Breads must be whole grain or enriched, or made from whole grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain, enriched, or fortified.
- ⁴ Either volume (cup) or weight (oz), whichever is less.
- ⁵ A serving consists of the edible portion of cooked lean meat or poultry or fish.
- ⁶ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.
- ⁷ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.
- ⁸ Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.
- ⁹ Juice may not be served at snack when milk is served as the only other component.

Summer Food Service Program Meal Patterns

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans or peas or
	4 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds ⁴ or
	8 oz.	yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
¹ fruit/vegetable	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

Breakfast Meal Pattern

Select All three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

All

Exhibit M– Purchasing Specifications Sample

These specifications are intended to provide a framework for the purchase of food items. Specific requirements may vary based on type of operation, local operation, budget, purchasing agreements, seasonal availability, etc. Purchases must meet quality standards and at all times must meet strict food safety and sanitation protocols.

- 1. All beef, pork, poultry, fish and seafood must be from USDA-inspected establishments**
- 2. Grains must be of consistent quality and FSMC should refer to USDA Whole Grain Resources for the National School Lunch and School Breakfast program.**
- 3. All dairy products must be pasteurized and from USDA Inspected establishments.**
- 4. All canned fruits and vegetables must be free from dents, rust, and swelling. Labels must be legible and include product name, weight and date**
- 5. All fresh and frozen fruits and vegetables must be properly frozen (IQF standards) and free from freezer burn.**
- 6. Condiment packaging must be intact and properly labeled with product name, weight and date.**
- 7. Buy American provision**, all products must be of domestic origin as required by 7 CFR Part 210.21(d). The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Substantially is defined as that of which the final processed product contains 51% or more of agricultural commodities which were grown domestically. 7 CFR 210.21(d)(1)(ii). The FSMC shall provide to the SFA appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.

Exceptions to the Buy American provision is only permissible when

- a. The product is listed in the Federal Acquisitions Regulations (FAR) at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 7 CFR 210.21(d)(5)(i)(A)
- b. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product. 7 CFR 210.21(d)(5)(i)(B)

Non-domestic food purchases must not exceed the following caps by the established deadlines: 7 CFR 210.21(d)(5)(ii)(a)-(c)

- a. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.

- b. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
- c. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.

8. **Geographic Preference:** Geographic preference will be applied when procuring unprocessed locally grown or locally raised agricultural products, including the use of “locally grown”, “locally raised”, or “locally caught” as procurement specifications or selection criteria for unprocessed or minimally processed food items 7 CFR 210.21(g). 8/

- a. Geographic Preference Expansion Related to the Final Rule titled, Child Nutrition Programs: Meal Patterns Consistent With the 2020- 2025 Dietary Guidelines for Americans

SFA Exhibits N-X

Exhibit N	Food Service Management Company Profile
Exhibit O	Certificate of Independent Price Determination
Exhibit P	FSMC Miscellaneous Proposals
Exhibit Q	Equipment Needed to Prepare and Serve Meals
Exhibit R	FSMC Fee Proposal
Exhibit S	Personnel and Staffing Plans
Exhibit T	Plans to Increase Program Participation
Exhibit U	Plans to Implement Local Foods into Menus
Exhibit V	Anti- Kickback Clause
Exhibit W	Certificate Regarding Lobbying Activities
Exhibit X	Debarment Attestation

Exhibit N – Food Service Management Company Profile

Part I – Contact Information

1. FSMC Name: _____
2. FSMC Contact Name: _____
Title: _____
3. FSMC Address: _____
4. FSMC Contact Phone Number: _____
5. FSMC Contact Email: _____

Part II – General Information

6. Number of Offices _____
7. Location of Offices _____
8. Employees

Category	Amount
All Company Employees	
Food Service Employees	
School Food Service Employees	
Client Employees supervised by Company	

Part III – School Food Service Experience

In this section, provide and attach the following information: Submit as Exhibit N Part 3

1. **Client List:** include each school district or similar organization that the company has served during the past 5 years. Must include the following details
 - a. District name
 - b. Status of contract, whether it is active or inactive, terminated or discontinued. If terminated reason for termination
 - c. Contact information of current and/or previous client, please list district personnel with knowledge of the company's experience and performance.
2. **Narrative Summary:** describe the company's experience in the last 3 years of operations of a complex food service program wherein meal pattern requirements, regulations or guidelines must be followed.
3. **References:** provide a list of 3 food service clients who can be contacted as references. Must include the following information:
 - a. Name
 - b. Title
 - c. Client Organization
 - d. Length of time worked with Client
 - e. Address
 - f. Phone number
 - g. Email Address

Part IV – Company Personnel and Management Team

In this section, provide and attach the following information: Submit as Exhibit N Part 4

1. List of all Employee/Team Member Information, must include:
 - a. Name
 - b. Title
 - c. Proposed role in food service program
2. Attach a resume of each Employee/Team Member as listed above
3. Briefly describe company's organization and how the resources will be utilized for the benefit of the SFAs food service program

Exhibit O – Certificate of Independent Price Determination

Certificate of Independent Price Determination

Both the SFA and FSMC (i.e. the "offeror") shall execute this Certificate of Independent Price Determination.

- A. By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other offeror or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above, or
 2. He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1. through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

To the best of my knowledge, this food service management company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable):

Name of Food Service Management Company

Signature of Food Service Management Company's Authorized Representative

Title

Date

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

Name of Sponsor

Signature of Sponsor's Authorized Representative

Title

Date

Exhibit P – Miscellaneous Proposals

ONLY the items checked below are applicable to this Request for Proposal. Clearly label all responses to the applicable items with the exhibit letter and the item number. SFA will provide list of inventories, submitted to FSMC as Exhibit P(1)(a)

1. Inventories:

DOES NOT APPLY TO USDA Foods, USDA foods must be utilized/credited as outlined in the RFP

a. Upon initiation of the contract, the successful FSMC will:

purchase all inventory of food and supply items currently in leased storage, the sponsor's warehouse, and in storage in any of the schools. The current market value will be utilized to determine the value of said items.

-OR-

utilize all inventory and supply items already purchased by the sponsor and provide a discounted invoice based on the current market value of said items.

If the FSMC does not utilize existing SFA inventory, with the exception of USDA food products, provide why the FSMC will not do so. Otherwise, explain how the FSMC proposes to make payment to the SFA.

b. Upon the termination of the contract, the SFA will:

purchase all inventory of food and supply items currently in leased storage, the sponsor's warehouse, and in storage in any of the schools. The current market value will be utilized to determine the value of said items.

-OR-

will not purchase all inventory of food and supply items of the FSMC that are on SFAs premises. The FSMC and SFA employees are responsible for removing all items from SFAs premises and FSMC is responsible for all costs to do so.

2. A la carte: A la carte items may be offered only with the SFA's approval at each location. The FSMC agrees to comply with the implementation of section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Interim Final Rule titled "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010."

a. Describe the contractor's plan for operation of the a la carte program.
Attach document as Exhibit P (2)

3. Adult Meals: Describe the FSMC's plan for operation of an adult meal service program. Please include FSMC's plan to provide paid adult and gratis foodservice adult meal service.

a. Attach Document as Exhibit P (3)

4. Revenue from Nonprogram Foods: Describe how the FSMC plans to operate services such as catering, concessions, fundraisers or vending machines. The FSMC must include breakdown of cost associated with each SFA requested service listed on Exhibit A (14)
 - a. Attach document as Exhibit P (4)

5. Meal Preparation Sites: Meals may be prepared at the locations presently used or such other kitchen/service arrangements as are proposed by the contractor and acceptable to the SFA. Submit a plan for operation that sets forth school locations by name where food will be prepared and a list of school locations by name to be served by preparation kitchens. Proposed on-site preparation kitchens shall also be identified by name. Refer to Exhibit A (12) for a list of current food preparation and serving sites.
 - a. Attach document as Exhibit P (5)

6. Nutrition Education: Describe nutrition education signage, materials or programs the FSMC will support provide for students, teachers, parents and other interested parties.
 - a. Attach document as Exhibit P (6)

7. Farm to School: Describe how the FSMC may implement, assist or expand Farm to School activities predetermined or established by the SFA
 - a. Attach document as Exhibit P (7)

8. Geographic Preference: Describe how the FSMC may implement, assist or expand the use of local foods into school menus (definition of "local" must be clearly defined by SFA)
 - a. Attach document as Exhibit P (8)

Exhibit Q – Equipment Needed to Prepare and Serve Meals proposed in Exhibit B

The following kitchen equipment, safety equipment, small wares, and other miscellaneous equipment is required from the SFA to prepare and serve the meals as proposed by the FSMC in Exhibit B. All costs associated with obtaining the below items are the responsibility of the SFA and shall not be included as part of the contract between the SFA and FSMC. Only equipment and small wares specified by SFA in Exhibit H are included in the contract. Billback provisions or any provision or amendment to charge the SFA for any equipment or small wares in Exhibit H or any other exhibit are prohibited.

Exhibit R – FSMC Fee Proposal

The FSMC shall have the exclusive right to operate the SFA food service program for the sole benefit of the SFA, students, faculty, staff, invited guests and other persons designated by the SFA, and not as a source of profit to the FSMC, other than from the Fee Per Meal Type that it receives under this agreement.

1. The fixed price must include all labor and expenses as shown below. These expenses may not be charged back to the SFA in any other manner.
 - a. Menu development specific to the operation
 - b. Nutrition education materials and program expense
 - c. Design services specific to the operation
 - d. Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
 - e. Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
 - f. All accounting
 - g. All payroll costs and documentation
 - h. Administrative dietetic, nutritional, sanitation, and personnel advice
 - i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - j. All training costs for FSMC employees
 - k. All miscellaneous costs to operate the program, i.e., consumable marketing materials
 - l. One-time performance bond, if applicable

2. The Meal Equivalent Factor shall be utilized in determining equivalent meals for a la carte sales, adult meals, concessions and other non-reimbursable sales or sales accruing from the SFAs internal catered events. This meal equivalent price is commonly based on the Federal reimbursement rate for meals served “free” plus the entitlement value of USDA Foods which is adjusted annually by USDA. The FSMC must convert all receipts from non-reimbursable sales to equivalent meals. Charges to the SFA will be made at the meal equivalent fee according to the following formula: Amount SFA is to be billed for non-reimbursable sales = (total non-reimbursable sales) / (meal equivalent factor) (X) meal equivalent fee.

Fee Proposal Estimate *SFA to provide the Meal Equivalent Rate to FSMC*

Fee Proposal Per type of Meal- Reference Exhibit E to fill in Column B			
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Meal Type	Number of Meals or Meal Equivalents	Fee per Meal or Meal Equivalent \$	Estimated Total Fees (<i>Column B x C</i>)
Total Student Lunches (NSLP)		\$	\$
Total Student Breakfasts (NSLP)		\$	\$
Total student NSLP Afterschool Snacks		\$	\$
Total SFSP Student Lunches/Supper Meals (if applicable)		\$	\$
Total SFSP Student Breakfast (if applicable)		\$	\$
Total SFSP Snacks (if applicable)		\$	\$
Total Special Milk Program Milks (SMP)		\$	\$
Total Meal Equivalents from FFVP		\$	\$
Total Meal Equivalents from Non-Reimbursable Meal Sales (such as a la carte or adult meals)		\$	\$
Estimated Total Meal Fees			\$
Meal Equivalent Factor (<i>SFA to provide meal equivalent rate</i>)			\$4.99
Additional fee per meal for employment transition if applicable (see exhibit S)			\$

Exhibit R - Fee Proposal Continued

Agreement to Operate

Per 7 CFR 210.16(d) *Duration of contract*. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

Therefore,

The Food Service Management Company _____, hereinafter referred to as the FSMC, agrees to operate the school food service program of _____, a federal Child Nutrition Program sponsor, hereinafter referred to as the SPONSOR as described in the SPONSOR's Request for Proposal (RFP) specifications for the school year 20_____ and any subsequent negotiated one-year extensions of this agreement.

The FSMC's management fee proposal is based upon the fee structure specified by the SPONSOR in Exhibit R of its RFP and the management fee estimates provided by the FSMC in Exhibit R.

The FSMC hereby agrees to enter into an appropriate SPONSOR/FSMC agreement subsequent to the award of the contract.

Name of Food Service Management Company

Name of Company Representative

Title

Signature

Date

Address

Contact Phone Number

Contact Email Address

Exhibit S – Personnel and Staffing Plan

Sponsor Current Personnel Costs (SY 20__/20__)

Job Category	Number of Positions (Sponsor Employees)	Number of Positions (FSMC Employees)	Average Hourly Wage	Average Hours Worked per Week	Total Cost Per Week
Director/Supervisor					
Kitchen Managers					
Cooks					
Dishwashers					
Cashiers					
Other (Specify Job Job)					
Total:					
Sponsor Comments:					

Staffing Plan Requested by Sponsor

Non-Management Employees: Sponsor to select option(s) in which a bid is requested

A. Sponsor Requests:

- Option 1 All non-management food service employees are to be employees of the **Sponsor**
- Option 2 All non-management food service employees are to be employees of the **Contractor**.
- Option 3 All non-management food service employees are to remain employed by the Sponsor, however, the USD _____ requests the option to transition the employment of district employees to that of the Contractor. ****Contractor: Please provide a price per meal per FTE (Full Time Equivalent) on last line of Exhibit R that will be applied to meals (breakfast and lunches only) listed on Exhibit R**
- Option 4 All non-management food service employees except the cashier(s) are to be employees of the Contractor.

If the Sponsor does not indicate that employees will be transitioned from the Sponsor to the Contractor, the addition of an employee, due to attrition, on the Contractor's payroll and then charged to the Sponsor as a Billback or an amendment is prohibited in a fixed price contract.

Exhibit S – Personnel and Staffing Plan Continued

Staffing Plan Proposed by Contractor

Contractor: Follow the instructions below based on requests listed above in Staffing Plan requested by Sponsor

Option 1 is marked, complete items B and E.

Option 2. is marked, complete items C, D, E and remainder of this section.

Option 3. is marked, complete items B, C, D and E.

Option 4. is marked, complete items C, D, E, and remainder of this section.

- B. FSMC Agrees or Disagrees with options above from item A
 - Yes
 - No-Does the contractor intend to hire and terminate all food service employees
- C. Should a problem occur with an employee, how does the FSMC intend to work through the SFA's grievance procedure that is now in place?
- D. Describe the FSMC's plans for transitioning employees from the sponsor to the contractor and indicate anticipated dates transition process will begin.
- E. Describe fringe benefits that will be provided for the contractor's food service employees.
- F. Food Service Director Position
 - Contractor proposes that the Food Service Director employed by the Contractor will be available on-site full-time.
 - Contractor proposes that a Food Service Director shall be employed by the Contractor and will be shared between this Sponsor and another Sponsor. Price per meal reflects a part-time Food Service Director who will be available on-site approximately _____ hours per select one (day/week/month)

Contractor Proposed Staffing Plan

Salaried/Management Positions					
Job Title	Number of Positions	Approximate Hours to be Worked on Site per Week	Salary	Benefits	Retirement Program
Director		select one			
Supervisor		select one			
Manager		select one			
Other(specify Title)		select one			

Hourly Positions				
Job Title	Number of Positions	Average Hourly Wage	Benefits	Retirement Program
Cook				
Cook Assistant				
Dishwasher				
Salad Bar Attendant				
Cashier				
Other (Specify Title)				

Exhibit S – Personnel and Staffing Plan Continued

Will Student Help be permissible within the school district per approval of each building principal

- Yes
- No

If Yes,

Sponsor, describe the current way the school allows for student help in the kitchen(s), list permissible times and duties allowed.

Contractor, if applicable, describe how and to what extent student help can be incorporated into the kitchen(s)

Exhibit T – Plans to Increase Program Participation

Based upon the participation data provided in Exhibit E., describe specific actions that will be taken to maintain and increase student participation in the food service programs. Such as innovative school breakfast delivery methods, participating in At-Risk afterschool meals, purchasing local products, and/or offering Pre-K meals

Exhibit U – Plans to Implement Local Foods in Menus

Describe specific actions that will be taken to implement local foods in the food service programs. Will Geographical Preference be utilized when sourcing food items. Describe how farm to school activities can be promoted or utilized through procurement, nutrition in the cafeteria, or community involvement.

Exhibit V – Anti-Kickback Clause

The regulations pertaining to Copeland Act applies to any contract which is subject to Federal wage standards, and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. permissible on such work.

29 CFR 3.1 (40 U.S.C. 3145)

The "Anti-Kickback" section of the Copeland Act applies to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work, except contracts for which the only federal assistance is a loan guarantee. This provision applies even where no labor standards statute covers the contract.

The regulations pertaining to Copeland Act payroll deductions and submittal of the weekly statement of compliance apply only to contractors and subcontractors performing on federally funded contracts in excess of \$2,000 and federally assisted contracts in excess of \$2,000 that are subject to federal wage standards.

The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

- A. The Anti-Kickback Act of 1986 (40 U.S.C. 3145) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- B.
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (b)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (b)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

Exhibit W – Certificate Regarding Lobbying Activities

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

Name of Food Service Management Company

Address

City

State

Zip

Name of Company Representative

Title

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub awardee, 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 Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. 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 LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget 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 sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit X – Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

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

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BEFORE COMPLETEING CERTIFICATION READ THE INSTRUTIONS CONTINUED BELOW

Name of Food Service Management Company

Address

City

State

Zip

Name of Company Representative

Title

Exhibit X – Certification Regarding Debarment Continued

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.