

HARRIS COUNTY SCHOOL SYSTEM

REQUEST FOR

PROPOSAL AND

CONTRACT

FORMAT FOR

THE

**HARRIS COUNTY SCHOOL SYSTEM
SCHOOL NUTRITION PROGRAM**

AND

**FOOD SERVICE MANAGEMENT
COMPANY (FIXED COST FORMAT)**

PROJECT NO. 10.5.2016

October 5, 2016

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I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for Harris County School System Food Authority's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document, the submitted proposal and other attachments and addenda shall constitute the contract between the offeror and the School Foodservice Authority. This Request for Proposal is for the purpose of obtaining proposals and ultimately entering into a contract to provide Food Service Management Services for the Harris County School System school food service program, hereafter referred to as SFA.

The Georgia Department of Education (GaDOE) is not and will not be a party to any contract between a School Food Authority and a food service management company. The School Food Authority has full responsibility for ensuring that the terms of the contract are fulfilled. The Georgia Department of Education has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that Harris County School System's, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program. We are looking for the best proposal or such alternatives.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

B. Request for Proposal

Proposals will be received until 10:00 a.m. Eastern Daylight Savings Time on Monday, December 5, 2016 for supplying Harris County School System's (SFA) with food service management services during the school year 2016 – 2017, with options for renewal of the contract for four additional terms of one year each.

SFA will only consider fixed meal rate proposals.

Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of the Harris County School System, Attention: Mr. Michael Ward, Assistant Superintendent, 132 Barnes Mill Road, Hamilton, Georgia 31811 and shall be marked on the envelope / carton **“Food Service Management Proposal – Project No. 10-5-2016”** and also marked on the envelope / carton the bidder’s return address. The proposers will provide one original proposal, three identical copies of the original and one electronic copy of the original formatted as an Adobe - PDF file.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of SFA.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

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See Standard Terms and Conditions herein below.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein and within SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting

A mandatory meeting with interested offerors to review the specifications, to clarify any questions and for a walk-through of the facilities with school officials will be on November 7, 2016 at 9 AM time eastern daylight time. Location: Harris County School System, 132 Barnes Mill Road, Hamilton, GA, 31811. **Attendance is required for any company submitting a proposal.** A tour of the selected School Food Service facilities will follow the Pre-Proposal Meeting and can continue through the end of the November 8, 2016 based on need and expressed interest and coordination with the SFA. Vendor interviews and presentations will be scheduled on TBD (date to be confirmed during pre-proposal conference). A maximum of four representatives for each of the proposed vendors will be allowed at the presentations.

Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the Request for Proposal instruction through additions, deletions, clarifications or corrections. Any addenda issued by the SFA shall become a formal part of this RFP and subsequent contract. Addenda will be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the RFP. No addenda shall be issued later than five (5) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The SFA shall not be legally bound by any addenda or interpretation that is not in writing. Proposers shall acknowledge receipt of any addenda to this solicitation by signing and returning the addenda within their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

E. Proposal Submission and Award

The FSMC shall provide - One original, two printed copies and one electronic copy in Adobe (PDF) format of Competitive Sealed Proposals are to be submitted to:

Name of Agency: Harris County School System
Attention: Mr. Michael Ward

Mailing Address: 132 Barnes Mill Road
Hamilton, Georgia 31811

Physical Address: Same as above

Proposals are due at 10:00 A.M. (EDST) December 5, 2016. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked **“Food Service Management Proposal – Project No. 10-5-2016”**. **Proposal will only be acknowledged up and until the due date, evaluations will not be completed until after the interview / presentations.**

SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA’s opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation **using the provided forms and completed with the required information**. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language without approval of SFA**. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

FSMC may be requested to make a presentation of their proposal and participate in an interview process with the SFA Selection Committee on a date to be determined. The exact location within Harris County School System will be communicated at the pre-proposal conference. The presentations will be 45 minutes in length followed by a 15 minute question and answer period.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one who’s financial, technical and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA’s Board of Trustees or its representatives. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The qualification data shall be submitted by each offeror along with the sealed proposal and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Georgia.
- A bid bond or certified check in the amount of \$ 50,000.00 to show good faith must be enclosed.
- Professional liability and complete products coverage of \$ 1,000,000.00 is required with this proposal if a contract is entered into by the FSMC with the SFA and proof of errors and omission insurance coverage must be presented to the SFA within 10 business days of signing the contract.
- A performance bond is required with this proposal if a contract is entered into by the FSMC with the SFA and the performance bond must be presented to the SFA within 10 business days of signing the contract. The amount of the performance bond will be based on and derived from the total amount of the Management Fee and General and Administrative Fee submitted by the Proposer.
- Annual reports or financial statements for the past fiscal year in the format of an “accountant’s review” including notes to the financial statements and provided by a certified public accountant.

- If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive consideration for that experience in the evaluation of the weighted criteria.

Offerors 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 offeror's own risk and he or she cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed.**

Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract. **Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. FSMC must indicate the agreement to the 90 day period in the submitted proposal.**

J. Final Contract

The complete contract includes all documents included by the SFA in the RFP and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments and operating cost sheets) included.

HARRIS COUNTY SCHOOL SYSTEM

FOOD SERVICE TRANSITION TIMELINE

October 5, 2016	Pre-announcement of Request for Proposal process
October 5, 2016	Request for Proposal Document Released / Posted
November 7, 2016	Pre-Proposal Conference 9:00AM Local Time, Eastern Daylight Savings Time
November 7 - 8, 2016	FSMC's group tour of schools as determined during the pre-proposal conference.
November 21, 2016	Deadline for questions / requests for information from FSMC's
December 5, 2016	Proposal Due – No Later Than – 10:00AM (Local)
December 5, 2016	Presentations by FSMC and Interview with SFA
December 19, 2016	Committee evaluation and recommendation
December 20, 2016	Submission of Committees Recommendation to Superintendent for review and approval
January 5, 2017	Board Meeting and Approval (Date to be confirmed)
TBD	Award of Contract
TBD	Start of Contract

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. “Accounting Periods” means the two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The accounting periods and all associated reporting periods for the FSMC shall match the accounting period of the SFA.
2. “Addenda” are written documents issued by the SFA prior to the opening of the proposals which modifies the RFP documents by addition, deletions, clarifications or corrections.
3. “Allowable Cost” means costs that are allowable under Office of Management and Budget (OMB) Circulars A-87 and A-122, if applicable and their Attachments, 7 CFR Part 210, and 7 CFR Parts 3015, 3016 and 3019.
4. “Applicable Credit” means the meaning established in OMB Circulars A-87, C (4) and A-122, Attachment A, A (5), respectively.
5. “Board” is the elected members of the governing board for the Harris County School System.
6. “Charge” means any charge for an Allowable Cost that is (i) incurred by FSMC in providing the goods and services that is identified in SFA’s Food Service Budget.
7. “CN (Child Nutrition) Label” indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNC). The label shows the contribution made by a given amount of product toward meal requirements.
8. “Competitive Foods” are any foods sold on the school campus that compete with the school breakfast and lunch programs. Violation of the state’s Competitive Foods Policies may result in reclaiming of Federal funds to support the SFA’s school breakfast or lunch programs.
9. “Contract” means the RFP and Contract, the exhibits attached to this RFP and Contract and FSMC’s Proposal.
10. “Contract Year” is the period of time TBD.
11. “Effective Date” means TBD.
12. “Fixed Price Meal Fee” means an agreed upon amount that is fixed at the inception of the Contract. In a fixed price contract, the fixed fee includes all costs including the contractor’s direct and indirect administrative costs to the contract.
13. “FSMA’s Proposal” means Food Service Management Company’s response to the RFP and Contract.
14. “Management Fee” included as a part of a Fixed Price Meal Contract - FSMC’s allowance for the financial reporting, legal, tax and audit services and management oversight provided to client locations by the FSMC at the

regional and corporate level. The following **MUST** be included in the Management Fee and **MAY NOT** be charged in any other expense:

- A. Menu development specified to the operation including all requirements of Healthy Hunger-Free Kids Act.
- B. Management meetings, and/or management development programs specified to the operation.
- C. Nutrition education material and program expense.
- D. Facility design services specific to the operation.
- E. Cost of production for training, policy, procedure or other types of manuals and resource materials, Foodservice Control Forms and Suppliers, and promotional material for school Lunch.
- F. Personal representation, Area managers and other type of supervisory personnel or the cost of specialty consultants.
- G. Education programs via assembly programs, classroom programs, parent/teacher meetings and school food advisory committee meetings.
- H. All accounting, record keeping and site based auditing.
- I. All payroll reporting, recording and documentation including the issuance of weekly payroll for FSMC employees.
- J. Supply of all administration, dietetic, nutritional, sanitation and personnel advice or counsel.
- K. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for FSMC employees.
- L. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice. Same as I.
- M. Visitation / coverage by corporate chef, corporate trainer and all other resource personnel.
- N. Travel and relocation expenses for FSMC personnel.

15. “Meal Equivalent” means a meal is deemed to be provided by FSMC by dividing the total of cash receipts, other than from sales of National School Lunch Program meals, School Breakfast Program meals, After School Care Program and Summer Program meals, by the equivalency factor of the agreed upon fixed price. The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals.

16. “Non-profit School Food Service Account” means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operations or improvement of the non-profit school food service.

17. “Program(s)” or “Child Nutrition Program(s)” means the USDA Child Nutrition Programs in which SFA participates.

18. “Program Funds” means all funds that are required to be deposited into the Non-profit School Food Service Account.

19. “Proposal” means Food Service Managements Company’s (FSMC) response to the RFP and Contract.

20. “RFP” means SFA’s Request for Proposal and Contract, Project # 10-5-2016, and all of its attachments including all published addenda.

21. “Services” means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

22. “SFA” or “School Food Authority” means the school food authority as defined in 7 CFR § 210.2.

23. “SFA’s Food Service Budget” means the Food Service Budget for the Current School 2016-2017 Year, which is attached to this Contract as “Exhibit C” and fully incorporated herein.

24. “SFA’s Food Service Facilities” means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.

25. “SFA’s Food Service Program” means the preparation and service of food to SFA’s students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP) including all requirements of the Healthy Hunger-Free Kids Act; the School Breakfast Program (SBP); Disaster Feeding; the Summer Food Service Program (SFSP); the Fresh Fruit and Vegetable Program (FFVP); A la Carte Food Service; Catering; and Contract Meals.

26. “SFA’s Food Service Location(s)” means the schools or other locations where Program meals are served to SFA’s schoolchildren.

27. “Summer Program” means either the Summer Food Service Program or the Seamless Summer Option identified herein below and in which SFA participates.

28. “GADOE” means the Georgia Department of Education.

29. “USDA” means United State Department of Agriculture, Food and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period of one year commencing on TBD, and may be renewed for four additional terms of one year each upon mutual agreement between SFA and FSMC.

2. During the term of this Contract, FSMC shall operate SFA’s Food Service Program in conformance with SFA’s agreement with the Georgia Department of Education’s (GaDOE) Student Nutrition Services.

3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as “Exhibit A” and fully incorporated herein.

- X National School Lunch Program (NSLP)
- X School Breakfast Program (SBP) including Breakfast in the Classroom
- X Summer Food Service Program (SFSP), beginning School Year 2016 – 2017 (subject to confirmation)
- X A la Carte sales during the regular school day

- X Adult Meals
- X Vending (applies only to FSMC supplied vending machines approved by SFA)
- Disaster Feeding (includes but not limited to H1N1 and Hurricane Feeding)
- Other:

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

5. FSMC's operation of SFA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of SFA's student, faculty and staff.

6. The SFA shall retain signature authority for the application/contract, free and reduced price policy statement and Programs indicated in Section B, Paragraph 2, herein and the monthly claim for reimbursement. (Reference 7 CFR §210.9 (a) and (b) and 7 CFR §210.16(a) (5).

7. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7CFR §210.7(c), 7 CFR §210.9 (b) (18) and 7 CFR §245.6(e).

8. FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by SFA and appropriate State personnel for the programs listed in Section B, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

9. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable. FSMC shall participate in this process as necessary to achieve the goals of the SFA.

10. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

11. SFA and FSMC is a fixed price contract and further agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United State Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.

12. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules and policies of GADOE and USDA regarding the School Nutrition Programs.

13. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.

14. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.

15. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.

16. SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR §210.16(a)(3)). The FSMC shall cooperate with SFA to address all contract and other performance issues identified.

17. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the counting and claiming system. (7 CFR §210.8(a)(1))

18. FSMC shall maintain all records necessary, in accordance with applicable regulations for SFA, GADOE and USDA to complete required monitoring activities and must make said records available to SFA, GADOE and USDA upon request for the purpose of auditing, examination and review. (7CFR §210.16(c)(1))

19. FSMC shall provide additional food service such as banquets, parties and refreshments for meetings as requested by SFA. SFA or requesting organization will be billed for the actual cost of food, supplies, labor and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.

20. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.

21. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract or involves a total increase of \$100,000 or more must be re-bid.

22. FSMC shall cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.

23. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies and instructions of GADOE and USDA and any additions or amendments thereto, including but not limited to USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018 and 3019; 7 CFR Part 215 (SMP) if applicable; and 7 CFR Part 225 (SFSP) if applicable; 7 CFR Part 226 (CACFP) and OMB Circulars and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.

24. Any changes to the terms and conditions of this contract, which are required by Federal or State law or rule or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

25. FSMC shall comply with all SFA building rules and regulations.

26. Gifts from FSMC: The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

27. FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.

28. In the event that the RFP requires FSMC to provide management services for SFA's SP, the parties agree to operate the Program according to federal, state and local regulations.

29. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies and the FFVP Handbook for Schools. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

30. FSMC shall be responsible for the coordination of food service equipment repair and maintenance. The SFA shall provide maintenance and repair for all foodservice equipment assuming the maintenance and repair are the result of typical use. All repairs due to neglect, abuse or misuse shall be the responsibility of the FSMC.

31. FSMC shall operate and be responsible for their own Food Service Office, and any centralized non-food storage area/s.

32. FSMC shall operate and be responsible for all facilities and equipment assigned to Food Services, physical inventory, vehicle fleet, sanitation, and safety compliance and licensing.

C. Food Service

1. FSMC shall serve meals on such days and at such times as requested by the SFA.
2. SFA shall retain control of the quality, extent and general nature of the food service.
3. FSMC shall offer free, reduced-price and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 2 herein.
4. In order for FSMC to offer a la carte food service, the FSMC must offer free, reduced-price and full-price reimbursable meals to all eligible children.
5. FSMC shall provide meals that meet the menu-planning requirements of the SFA.

NOTE: The menu-planning option selected **CANNOT** be changed during the initial contract year or subsequent renewal years unless the FSMC Services are re-bid by the SFA. (Reference 97-SP-30).

6. FSMC shall promote maximum participation in the Programs.
7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
8. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times designated by the SFA.
9. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEP's) or 504 Plans and those non-disabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.
10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)

D. Use of Advisory Group / Menus

1. SFA shall establish and the FSMC shall participate in the formation, establishment and periodic meetings of SFA advisory board composed of students, teachers and parents to assist in menu planning. (Reference 7 CFR § 210.16[a][8]).
2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit E" and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detail Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as "Exhibit B" and full incorporated herein. At minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicated the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these

recipes shall be kept on file at SFA. Fresh fruit and vegetables must be served daily and documented. The FSMC must make reasonable efforts to reduce salt, sugar and fat content in all meals and must be documented weekly.

3. FSMC must follow (i) the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP, (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP, (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program, and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program. Daily nutrition analysis must be provided by the FSMC to documents that all program meals are planned and served to meet the above requirements. The nutrition analysis of all reimbursable meals must be completed for the duration of the contract period and must be performed using USDA approved software.

4. FSMC shall serve a la carte items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicated the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specifications identified for the 9th day in the a la carte menu cycle. A hard copy of these recipes shall be kept on file at SFA.

5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of SFA. SFA shall approve the menus not later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, GADOE and USDA for review upon request. (7 CFR 210.16(b)(1)). All menus must be approved by the SFA at least one month prior to production. The FSMC shall submit to the SFA nutrient analyses of all school meals for planned menus. The nutrient analyses will be conducted using USDA approved nutrient analysis software.

6. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

7. Menus planned and served must be planned to meet student preferences as determined by surveys and/or advisory board/s. Menus planned for students other than form this geographic area are not acceptable. The FSMC must submit a regional/local plan for procurement of all produce used in the menus for all cafeterias.

E. Purchases

1. All purchases as part of this contract shall be included in the fixed price. All discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC shall be included in the fixed price proposed by the FSMC.

2. FSMC will do all purchasing for School Nutrition Program (SNP). FSMC will buy the beginning inventory valued at current replacement cost, including USDA commodities, from the SFA.

3. SFA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23, SFA must, whenever possible, purchase only food products produced in the United States.

4. SFA and FSMC acknowledge that, to the extent required by State of Georgia Code, unless preempted by federal law or regulations, SFA or FSMC, the FSMC shall purchase agriculture products produced, processed or grown in Georgia if the cost and quality are equal.

The availability of Georgia products is expected by SFA. The farm to school relationship should be enhanced, encouraged and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encourage that the FSMC submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by FSMC to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price be paid to farmers to help make this important segment of our business sustainable.

F. USDA-Donated Foods

1. FSMC shall purchase the USDA-donated foods immediately upon receipt. SFA shall transfer title to all USDA-donated foods immediately upon receipt.

2. FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.

3. SFA shall request the maximum amount of USDA-donated foods for each school year. The FSMC shall ensure the maximum amount of USDA-donated foods are utilized each school year. (7 CFR § 210.9(b)(15)).

4. SFA shall ensure that FSMC has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250-51(a)).

5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15).

6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. (7 CFR § 250.52(c)).

7. FSMC further agrees to accept and use all other donated foods in SFA's food service. FSMC may not use or substitute commercially purchased foods of the same generic identity, of U.S. origin, and or equal or better quality than the USDA-donated foods, in SFA's Food Service Program.

SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the selection and acceptance of commodities must be made by the SFA.

Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated commodities received for use in SFA's food service. Market value shall be the value in USDA's Web Based Supply Chain Management (WBSCM) at the time the USDA-donated foods are received by SFA. (7 CFR § 250.15(a)).

8. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA-donated food contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.15(a)).

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

10. FSMC shall credit SFA for the value of all USDA-donated foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA-donated foods contained in processed end products. As a fixed-meal rate contract the FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service. The market value is based on the value in USDA's Web Based Supply Chain Management (WBSCM) at the time the USDA-donated foods are received by SFA.

FSMC is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. (7 CFR § 250.13)

11. FSMC will comply with 7 CFR part 250 concerning storage and inventory management of USDA-donated foods. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods and ensure that its system of inventory management will not result in SFA being charged for USDA-donated foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

12. FSMC shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. (7 CFR § 250.53(a)(10))

13. FSMC shall maintain records to document its compliance with requirements relating to USDA-donated

foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11))

14. In a fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA-donated commodities were available.

15. FSMC acknowledges that renewal of the Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. (7 CFR § 250.53(a)(12))

G. Employees

1. The proposal shall include one option for structuring of the employees located within the schools at Harris County. The FSMC shall propose one price structure based on the following employees reporting and responsibility structures. Under this option, the FSMC shall provide and pay a staff of qualified management (and supervisory) employees assigned to duty on SFA's premises for efficient operation of the Programs.

All current Harris County Board of Education Food Service employees will remain employed with the Harris County School System. The employees shall continue to be employed by the SFA and shall retain all provisions of the existing payroll and benefit structure. In addition to the salaried and hourly staff currently employed by the SFA at the school sites, the FSMC will provide the following Management Staff to be employed by the FSMC.

The SFA and FSMC food service positions and the minimum qualifications shall be proposed to the SFA and must be approved by the SFA for each position.

The FSMC shall provide a Transition Staff available until May 30, 2017 or TBD to provide support services during the start-up and program implementation period. The Transition Staff will be comprised of at least the following staff members:

- A. Marketing personnel to implement the marketing plan outlined in the proposal.
- B. Financial and accounting staff to assist in the set-up and training of staff for the capturing and reporting of the necessary information for compliance and financial reporting.
- C. School operational support personnel to provide supervision support during pre-opening training, opening and Fall start-up and follow-up and action plan implementation.
- D. School supervision to staff turnover during program transition including bi-weekly updates to SFA.
- E. The cost of the transition team will be identified in the Year One budget outside of the administrative and overhead cost of the FSMC. In the event that the cost of transition does not meet proposed budget, the FSMC will propose an equitable compensation back to the SFA.

2. Any food service positions not identified in the above and stated as Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA

shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

3. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Chart 9 of the "List of Charts and Other Attachments", which is attached to this Contract as "Exhibit D" and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA.

4. SFA's budget shall reflect percentage of time each employee will work at SFA and for which SFA will be charged.

5. SFA shall have final approval regarding the hiring of the FSMC Dietician.

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

7. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.

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

9. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. All costs including fringe benefits, as well as the basis for any salary increases must be included in the Fixed Price submitted.

10. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.

11. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.

12. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employees, FSMC shall immediately restructure the food service staff to avoid disruption of service.

13. The SFA will be informed at every occasion when FSMC management staff assigned to this account is not available due to scheduled work outside of the District.

14. FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.

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

16. To the extent and in the manner required by SFA policy, State law or other requirements, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.

17. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or

blacklisted any employees of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

18. Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to one half of the annual salary of the subject employee. Such liquidated damages may not be paid from the Program Funds. This provision shall survive the termination of this Contract.

19. All Food Service employees are eligible for a meal during the time they are schedule. No meals can be charged to the SFA for meal for the student working within the Kitchen.

20. Any future employee will be hired by the FSMC, subject to SFA approval.

H. Use of Facilities, Inventory, Equipment and Storage

1. SFA will make available to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement; end of each contract year and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. The value of the inventory shall be valued at the acquisition cost. If the acquisition cost is not attainable then the value will be based on the replacement cost. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal

wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Web Based Supply Chain Management (WBSCM) at the time the USDA-donated foods are received by SFA.

4. During the course of this Contract, title to all SFA food and supplies shall remain in SFA.

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

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

7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with SFA's agreement with GADOE.

8. FSMC shall provide SFA with keys for all food service areas secured with locks.

9. SFA shall provide FSMC with local and long distance telephone service related to the SFA's interest in this contract. All cell phone costs shall be paid directly by the FSMC.

10. SFA shall provide water, gas and electric service for the food service program. The Food Service Program will be charged a percentage of the water, gas and electric service. (The allocation will be based on the kitchens square foot percentage of the total school building square footage multiplied by the total bill each month for water, gas and electric service). The FSMC shall exercise conservation processes in the use of all utilities.

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

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

13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises without prior permission from the SFA.

14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises without the prior approval and fully notification of the SFA.

15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.

16. FSMC shall comply with all SFA building rules and regulations.

17. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the non-profit Food Service Account.

18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.

19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings

used in SFA's Food Service Program in good repair and condition, reasonable wear and tear accepted.

I. Health Certifications / Food Safety / Sanitation

1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14)).

2. FSMC shall maintain all State of Georgia and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2)).

3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

4. FSMC shall comply with all State of Georgia and local sanitation requirements applicable to the preparation of food. (7 CFR 210.16 (a)(7)).

5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility, (7 CFR § 210.16(a)(7)).

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

7. SFA shall be responsible for cleaning food service equipment and kitchen floors. SFA shall be responsible for cleaning hoods and grease filters.

8. SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas.

9. SFA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.

10. SFA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.

11. SFA shall clean the kitchen areas. The SFA shall clean the dining areas.

12. SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

13. SFA shall place garbage and trash containers in designated areas of the kitchens as specified by FSMC.

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

15. SFA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.

16. SFA shall provide extermination services as needed.

17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

19. FSMC agrees to allow at least two health inspections plus any follow-up inspections to be conducted by the Health Department at every site involved in school meal preparation.

J. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, a la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA’s Non-profit School Food Service Account. Any loss from the lack of control of the revenues including theft, misappropriation or other events outside the SFA’s control shall be borne by the FSMC.

2. All facilities, equipment and services to be provided by SFA shall be provided at SFA’s expense.

3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

MEAL EQUIVALENCY RATE	
Lunch Rates	
Current Year Federal Free Rate of Reimbursement:	\$ 3.13
Current Year State Program Reimbursement Rate: (if applicable)	\$ N/A
Current Year Value of USDA Entitlement Donated Foods:	\$ 0.2375
Current Year Value of USDA Bonus Donated Foods: (if applicable)	<u>\$ N/A</u>
Total Meal Equivalent Rate:	\$ 3.3675
(Does not include the State payments)	

4. Payment Terms/Method

Based on the requirements of a Fixed-meal Rate Bid – the FSMC must bid and will be paid at a fixed rate per meal per Meal Equivalent. The offer amount should be based on assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with the Standard Terms and Conditions herein above.

To be completed by the FSMC:

Fixed Price Per Meal/Meal Equivalent:

Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
A la Carte	\$ _____

Award Criteria

Proposals will be evaluated by a SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members shall consist of SFA employees familiar with the regulations and requirements of the school operations and nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

- 30 **points** **Service** Capability Plan Identifies proposed food service team such as Food Service Dietician and demonstrates FSMC’s ability to provide services as stated in the RFP/Contract
 - 25 **points** for lowest price, 20 points for second low ranked price, 15 points for third low ranked price and 10 points for fourth low ranked price
 - 10 **points** for Proposed Management Staff
 - 8 **points** Experience, References
 - 7 **points** doing business with like school systems and familiarity with regulations pertaining to such operations/References
 - 5 **points** Financial Condition/Stability, Business Practices
 - 5 **points** investment in Marketing, Equipment and Serving improvements
 - 5 **points** Accounting and Reporting Systems
 - 5 **points** Personnel Management
- 100 points TOTAL**

The fixed price per meal/meal equivalent may be adjusted (increased or decreased) on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

5. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract. The determination of the 5i, 5ii and 5iii rests with the SFA.

6. Payment Terms/Method: FSMC shall invoice SFA within 20 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

7. SFA shall make payment in accordance with the policies of the SFA and State of Georgia upon the receipt of correct invoices; no payment will be made without the submission of correct invoices, however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Non-profit School Food Service Account.

8. Each invoice submitted by FSMC will include credits for the receipt of USDA donated commodities, reconciliation for any overpayment or underpayment from prior Accounting Periods and other approved charges.

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

10. SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty", which is attached to this Contract as "Exhibit I" and fully incorporated herein. In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.

11. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval of SFA and the State of Georgia.

K. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 20th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 20th day following the month in which services were rendered. FSMC shall work with the SFA to perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement. All required production records shall be audited by the management of the FSMC and results shall be submitted to the SFA.

2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

3. FSMC shall provide SFA with a year-end statement.

4. SFA may conduct an internal audit of food, labor and other expense items or any portion of the contract.

5. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

6. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of five years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the five-year record retention period, the records must be retained beyond the five-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §3016.36[i][10], and 7 CFR §3019.48[d])

7. Authorized representatives of SFA, GADOE, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

8. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

9. If as part of the proposal and subsequent contract, the FSMC makes a capital purchase / investment of assets to support the program, the full expense of the capital purchase shall be fully captured by the end of the fourth year renewal period. If in the event the SFA elects not to renew the agreement, the SFA will pay to the FSMC the unexpended (undepreciated) amounts using a straight line accounting method.

L. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.

2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 90 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that 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 SFA, SFA may terminate this Contract immediately. Renewals shall be negotiated and completed 120 days before the year contract renewal date.

3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a “Force Majeure Event”), that party shall be excused from performance for the period of such Force Majeure Event exists.

4. In the event of FSMC’s nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.

5. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to 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.

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

7. Upon service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to a self-operated food service and with GADOE to ensure a smooth and timely transition to the replacement FSMC or SFA.

M. Insurance

1. FSMC shall maintain the insurance coverage set for the below for each accident provided by insurance companies authorized to do business in the State of Georgia. A Certificate of Insurance of FSMC’s insurance coverage indicating these amounts must be submitted at the time of award.

2. The information below must be completed by SFA:

- a. Comprehensive General Liability \$2,000,000 – includes coverage for:
 - 1) Premises – Operations
 - 2) Products – Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury \$ 2,000,000 Combined Single Limit.
- b. Automobile Liability coverage with a \$ 2,000,000 Combined Single Limit.
- c. Workers’ Compensation – Statutory; Employer’s Liability with statutory limits.
- d. Excess Umbrella Liability with a combined single limit of \$ 5,000,000

3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.

4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

6. A waiver of subrogation will be provided in favor of SFA on Workers' Compensation, Commercial General Liability, Automobile Liability insurances secured by FSMC relative to this Contract.

N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to SFA and not FSMC. All of SFA's obligations under this section are subject to SFA's obligations under the Georgia Public Information Act and any law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which GADOE and USDA shall have unrestricted rights.

3. During the term of this Contract, FSMC may have access to SFA confidential or protected information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and

whether or not modified or merged into other materials. In the event of a release of SFA's Confidential Information by the FSMC, the FSMC shall hold the SFA harmless from all costs and charges including all legal costs.

4. The FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the SFA. The FSMC agrees not to publish or cite in any form any comments or quotes from SFA staff. FSMC further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that products or services provided are endorsed or preferred by the SFA.

O. Optional Requirements to Be Included

Marketing Programs – FSMC will submit for consideration any marketing programs its wishes to offer. The acceptance and use of any marketing programs will be decided solely by the SFA. All marketing programs offered must include statistical support the marketing program improves participation, helps improve overall child nutrition, and enjoyment of the food service program to be considered. FSMC will track performance of marketing programs to justify the marketing programs continued use during the contract and report results (report frequency as directed by SFA) compared to same weeks from the previous year. All marketing program charges to the SFA are to be pass-through pricing and not an additional source of profit for the FSMC. Proper support documentation must accompany an invoice charges for marketing to the SFA to establish that any marketing charges to the SFA are pass-through pricing. Any marketing proposed for consideration must have an implementation schedule for the initial contract term, as well as, renewal contract terms that proposed marketing is to be rolled out to the schools. SFA reserves the right to discontinue marketing programs that do not justify the cost at any time.

P. Summer Food Service Program

1. SFA shall be responsible for determining eligibility of all SFSP sites.
2. SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR § 225.15(a)(3).
3. All requirements of the FSMC for the NSLP shall apply to the SFSP.
4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit B) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during the operation of the program.
7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
8. FSMC may use donated foods to conduct SFSP in accordance with Section F of the Standard Terms and

Conditions herein above and 7 CFR part 225 and 7 CFR parts 3016 or 3019.

Q. Certification

FSMC shall execute and comply with the following Certifications: (i) Debarment Certification, which is attached to this Contract as Exhibit J and fully incorporated herein; (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit K and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit L and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to the Contract as Exhibit M and fully incorporated herein.

R. Miscellaneous

1. Emergency Notifications.

A. SFA shall notify FSMC of any interruption in utility service of which it has knowledge.

Notification will be provided to:

Name [FSMC information]:

Title:

Telephone number:

Alternate Telephone number:

B. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notifications will be provided to:

Name [FSMC information]:

Title:

Telephone number:

Alternate Telephone number:

2. Governing Law. This Contract is governed by and shall be construed in accordance with Georgia Law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation / Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A - Q and FSMC's proposal documents (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

(i) SFA's Request for Proposal and Contract and (ii) FSMC proposal documents. No modification or amendment to this

Contract shall become valid unless it is made in writing, signed by the parties, and approved by GADOE.

5. Indemnity. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fee and court costs that may arise because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination of this Contract.

6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

7. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set for the in a notice given in the same manner):

To FSMC: Contractor
Attention:
Title
Address
City, State

To SFA: Harris County School System Attention:
Michael Ward
Assistant Superintendent - Operations
132 Barnes Mill Road, Hamilton, GA 31811

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United State mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

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

10. Subcontract / Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated

company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

12. GADOE review. This Contract is not effective until it is approved, in writing, by GADOE.

SCHOOL NUTRITION BUDGET FY 2016 - 2017

REVENUE

Reimbursable Student Sales	\$ 1,040,000.00
Supplemental Student Sales (Non-reimbursable food sales)	\$ 160,000.00
Adult Meal Sales	\$ 78,000.00
Other Local Revenue	\$ 200.00
State Salary Supplement	\$ 62,000.00
Federal Lunch Reimbursement	\$ 906,000.00
Federal Breakfast Reimbursement	\$ 306,000.00
Federal Snack Reimbursement	\$ 19,000.00
USDA Commodity Value	<u>\$ 175,562.00</u>
TOTAL	\$ 2,746,762.00

EXPENSES

Clerical Salaries	\$ 45,599.00
Administrator Salary	\$ 86,200.00
Lunchroom Salaries	\$ 780,000.00
Employee Benefits	\$ 335,000.00
Purchased and Professional Technical Services	\$ 7,000.00
Water, Sewer and Cleaning Services	\$ 2,500.00
Repair and Maintenance Service	\$ 34,000.00
Rental of Equipment/Vehicles	\$ 3,800.00
Communication	\$ 3,700.00
Travel	\$ 7,500.00
Commodity Hauling	\$ 7,500.00
Supplies	\$ 145,000.00
Purchase of Software	\$ 1,000.00
Expendable Equipment	\$ 4,000.00
Exp. Computer Equipment	\$ 1,000.00
Food	\$ 1,100,000.00
Food Acquisitions – USDA	\$ 175,562.00
Equipment	\$ 15,000.00
Dues and Fees	\$ 3,100.00
Other Expenditures	<u>\$ 300.00</u>
TOTAL	\$2,759,761.00

**CURRENT AVERAGE MEAL COUNTS AND
 HOUR ALLOCATIONS / STAFFING PRODUCTIVITY
 BY SCHOOL SITE**

2015 – 2016 - Based on meal reporting from point of sale system

SCHOOL	ANNUAL BRFST	ANNUAL LUNCH	MEALS / LABOR / HR	'15 – '16 HOUR ALLOCATIONS
ELEMENTARY SCHOOLS				
MULBERRY CREEK ES	22,110	44,625	10	39.50
NEW MOUNTAIN HILL ES	26,387	46,417	11	39
PARK ES	35,594	63,639	13	41.75
PINE RIDGE ES	22,527	50,206	10	40
INTERMEDIATE				
CREEKSIDE	36,825	80,817	12	62
MIDDLE SCHOOLS				
HARRIS COUNTY CARVER MS	23,565	76,191	10	63.50
HIGH SCHOOLS				
HARRIS COUNTY HS	36,472	136,870	11	101.5

EXHIBIT A

HARRIS COUNTY SCHOOL SYSTEM – DIRECTORY - 2016 – 2017
PARK ELEMENTARY 13185 U.S. Hwy 27 NORTH HAMILTON, GA 31811 706-628-4997
PINE RIDGE ELEMENTARY 15750 GA HWY 315 ELLERSLIE, GA 31807 706-568-6578
NEW MOUNTAIN HILL ELEMENTARY 33 MOUNTAIN HILL ROAD FORTSON, GA 31808 706-323-144
MULBERRY CREEK ELEMENTARY 8405 GA HWY 315 CATAULA, GA 31804
CREEKSIDE SCHOOL 8403 GA HWY 315 CATAULA, GA 31804
HARRIS COUNTY CARVER MIDDLE SCHOOL 184 SOUTH COLLEGE STREET HAMILTON, GA 31811 706-628-4951
HARRIS COUNTY HIGH SCHOOL 8281 HWY 116 HAMILTON, GA 31811 706-628-4278
PERFORMANCE LEARNING CENTER 757 CARVER CIRCLE HAMILTON, GA 31811 706-628-7452

EXHIBIT B

(“PROGRAM MENU CYCLES”)

Breakfast
School Lunch
Summer
A la Carte

DISTRIBUTED DURING MANDATORY PRE-PROPOSAL MEETING

EXHIBIT C

FOOD SERVICE BUDGET – FIXED PRICE FORMAT

REVENUE

Reimbursable Student Sales	\$	0.00
Supplemental Student Sales (Non-reimbursable food sales)	\$	0.00
Adult Meal Sales	\$	0.00
Other Local Revenue	\$	0.00
State Salary Supplement	\$	0.00
Federal Lunch Reimbursement	\$	0.00
Federal Breakfast Reimbursement	\$	0.00
Federal Snack Reimbursement	\$	0.00
USDA Commodity Value	\$	<u>0.00</u>
TOTAL	\$	0.00

FSMC EXPENSES

Training for Lunchroom Salaries	\$	0.00
SNP Manager and Monitor Salaries	\$	0.00
Purchased and Professional Technical Services	\$	0.00
Repair and Maintenance Service	\$	0.00
Travel – in System - FSMC Employees	\$	0.00
Travel – Out of System – FSMC Employees	\$	0.00
Commodity Hauling	\$	0.00
Supplies	\$	0.00
Purchase of Software	\$	0.00
Expendable Equipment	\$	0.00
Exp. Computer Equipment	\$	0.00
Food	\$	0.00
Food Acquisitions – USDA	\$	0.00
Management Fee	\$	<u>0.00</u>
FSMC SUBTOTAL (Fixed Price per Meal Price shall correspond to this price)	\$	0.00

DISTRICT EXPENSES (Match budget amounts in required District budget on Page 35)

Clerical Salaries	\$	0.00
Administrator Salary	\$	0.00
Lunchroom Salaries	\$	0.00
Employee Benefits – SNP	\$	0.00
Water, Sewer and Cleaning Services	\$	0.00
Rental of Equipment/Vehicles	\$	0.00
Communication	\$	0.00
Purchase and Professional Technical Services	\$	0.00
Travel (Harris County Employees)	\$	0.00
Equipment	\$	0.00
Dues and Fees	\$	0.00
Other Expenditures	\$	<u>0.00</u>
DISTRICT SUBTOTAL	\$	0.00
TOTAL EXPENSES	\$	0.00

EXHIBIT D

DISTRIBUTED DURING PRE-PROPOSAL MEETING

EXHIBIT E

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”) and the appropriate State and SFA requirements including the requirements of the Healthy Hunger-Free Kids Act:

- All USDA-donated commodities offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates and grains must be made from a minimum of 51% whole-grain flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor
 - Beef must be at least 80:20 lean to fat, preferably 85:15 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and /or poultry. No variety meats, fillers, extenders, non-fat milk solids or cereal will be allowed. Meats must not show evidence of greening, streaking or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDA Grade A product or product packed under federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors’ second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors’ second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

EXHIBIT E (Continued)

- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes and decay. (Example SYSCO Gold label, no Reliance label products allowed).
- Eggs must be inspected and passed by the state and federal Department of Agriculture and used within 30 days of date on carton. Eggs should be Grade A, uniform in size, clean, sound-shelled and free of foreign odors or flavors. All frozen egg products shall be Grade A and pasteurized.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, and odor or off color.
- If applicable, the food production facility, manufacturing plant and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least **two** different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

EXHIBIT F

METHODOLOGY FOR ALLOCATED COSTS

FSMC shall provide in their proposal for each allocated cost listed within the FSMC's proposed budget (Exhibit C) the methodology by which they calculate revenues including a breakdown of participation and all allocated cost. Allocated costs may not be included in the general and administrative expense fee.

EXHIBIT G

SCHEDULE OF TERMS FOR FSMC FINANCIAL AND SERVICE GUARANTY

FINANCIAL GUARANTY

FSMC shall propose and guaranty SFA that FSMC will break even and meet the proposed budget or reimburse SFA the amount of:

- 1) Any deficit for the current year to allow for a break even financial performance.
- 2) A return that is less than the projected in the budget submitted in the FSMC proposal for the initial year (and any approved subsequent year. Should the FSMC fail to achieve or exceed break-even and / or meet the proposed approved budget then the FSMC shall reimburse the SFA for the budget deficiency.

It is the responsibility of the FSMC to request an adjustment to the budget if conditions change after the annual budget is finalized. Any request for an adjustment by the FSMC to the annual budget after the budget has been finalized is subject to approval by the SFA. SFA's fiscal year ends June 30th of each year.

SERVICE LEVEL GUARANTY

1. The standard for number of students served will be the previous participation levels for 2015 - 2016 school year. In the event the actual participation for 2016 – 2017 will not meet current participation levels in the budget the FSMS will forfeit 50% of FSMC Annual Management Fee.
2. The participation level proposed as part of the proposal presented in the RFP process and included in the Final Contract shall be monitored and reviewed monthly.

The purpose of this standard is to demonstrate an increase in the level of participation for school year 2016-2017.

EXHIBIT I

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

EXHIBIT J
PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contract exceeding \$100,000 in Federal funds.

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

EXHIBIT K

COMPANY INFORMATION

COMPANY NAME _____

DUNS NUMBER _____

HOME OFFICE _____ LOCAL OFFICE _____

ADDRESS _____ ADDRESS _____

CITY _____ CITY _____

STATE _____ ZIP _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____ TELEPHONE _____ FAX _____

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION _____
2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME _____
3. DOES YOUR COMPANY PAY TAXES TO THE HARRIS COUNTY SCHOOL DISTRICT? _____
4. ARE YOUR TAX PAYMENTS TO HARRIS COUNTY CURRENT? _____
5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE HARRIS COUNTY SCHOOL DISTRICT? Yes No
6. TYPE OF BUSINESS ENTITY: PUBLICLY TRADED CORPORATION PRIVATE CORPORATION
 LIMITED PARTNERSHIP PARTNERSHIP SOLE PROPRIETORSHIP
 NOT FOR PROFIT ENTITY
7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:
DATE OF INCORPORATION _____
STATE OF INCORPORATION _____
CHARTER NUMBER _____
PRESIDENT _____
VICE PRESIDENT _____
CORPORATE SECRETARY _____
TREASURER _____
8. IF PARTNERSHIP OR CORPORATE, DATE OF ORGANIZATION _____
9. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.

10. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:

11. MINORITY OWNERSHIP

IS YOUR FIRM A MINORITY AND/OR WOMAN OWNED FIRM Yes No

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED _____

MARK ALL THAT ARE APPROPRIATE:

- ANGLO AFRICAN AMERICAN HISPANIC AMERICAN INDIAN ASIAN/PACIFIC ISLANDER
 Male Female

LOCATION: HAMILTON GEORGIA OUT OF STATE OUT OF STATE WITH LOCAL OFFICE

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

- THE HAMILTON BUSINESS COUNCIL
 SMALL BUSINESS ADMINISTRATION
 DEPARTMENT OF ENERGY
 DEPARTMENT OF DEFENSE
 DEPARTMENT OF TRANSPORTATION
 METRO TRANSIT AUTHORITY
 CITY OF HAMILTON

12. CHECK ONE OF THE FOLLOWING:

- PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE
 PROPOSER WILL PURCHASE GOOD DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

13. EQUAP OPPORTUNITY EMPLOYER INFORMATION

THE HARRIS COUNTY SCHOOL DISTRICT CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

CURRENT TOTAL NUMBER OF EMPLOYEES _____; NUMBER OF MALES _____ NUMBER OF FEMALES _____

OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

NUMBER OF ANGLO _____ NUMBER OF AFRICAN AMERICAN _____

NUMBER OF HISPANIC _____ NUMBER OF OTHER MINORITIES _____
MEXICAN-AMERICAN / SPANISH SURNAMES

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"? Yes No

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT? Yes No

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION? Yes No

NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME _____ TITLE _____

14. LIST YOUR BANKING REFERENCE:

BANK NAME _____ OFFICERS NAME _____

BANK ADDRESS _____ CITY, STATE, ZIP _____

OFFICERS TELEPHONE NUMBER _____ OFFICERS FAX NUMBER _____

ITEMS 15 THROUGH 24 ARE FOR CONSTRUCTION CONTRACTORS ONLY

15. TYPE OF ENTITY: GENERAL CONTRACTOR SUB-CONTRACTOR OTHER _____

16. TYPE OF WORK USUALLY PERFORMED _____

17. DO YOU NORMALLY WORK UNDER A COLLECTIVE BARGAINING AGREEMENT? Yes No

18. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOUR COMPANY? IF SO, NOTE WHEN, WHERE AND WHY?

19. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVEN BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT? IF SO, STATE CIRCUMSTANCES.

20. LIST THE NAME OF THE COMPANY, LOCATION, CONTRACT AND SCHEDULED COMPLETION DATE OF ALL PROJECTS YOUR ORGANIZATION HAS IN PROCESS IN THE GREATER HAMILTON AREA AT THIS TIME. (ATTACH A SEPARATE SHEET IF NECESSARY).

21. LIST THE NAME OF THE COMPANY, LOCATION, CONTRACT AMOUNT, OWNER OR MANAGER AND TELEPHONE NUMBER, DATE OF COMPLETION AND PERCENT OF WORK WITH OWN RESOURCES FOR ALL PROJECTS YOUR ORGANIZATION HAS COMPLETED IN THE PAST FIVE YEARS. (ATTACH A SEPARATE SHEET IF NECESSARY).

22. LIST PERSONNEL (AND EXPERIENCE) AVAILABLE FOR FULL-TIME SUPERVISION. (ATTACH A SEPARATE SHEET IT NECESSARY).

NAME _____ YEARS WITH FIRM _____
EXPERIENCE _____

23. BONDING COMPANY NAME _____

ADDRESS _____ CITY, STATE, ZIP _____

AGENTS NAME _____ TELEPHONE NUMBER _____

24. INDICATE SIZE OF CONTRACT ON WHICH YOUR COMPANY IS ABLE TO PROVIDE FULL PERFORMANCE AND PAYMENT BONDS:

- | | | |
|--|---|---|
| <input type="checkbox"/> \$25,000 TO \$50,000 | <input type="checkbox"/> \$500,000 TO \$1,000,000 | <input type="checkbox"/> \$3,000,000 TO \$4,000,000 |
| <input type="checkbox"/> \$50,000 TO \$100,000 | <input type="checkbox"/> \$1,000,000 TO \$2,000,000 | <input type="checkbox"/> \$4,000,000 TO \$5,000,000 |
| <input type="checkbox"/> \$50,000 TO \$100,000 | <input type="checkbox"/> \$2,000,000 TO \$3,000,000 | <input type="checkbox"/> OVER \$5,000,000 |

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

EXHIBIT L

CERTIFICATION AND DISCLOSURE STATEMENT

A person or business entity entering into a contract with Harris County School System is required by Georgia Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in Statue of the State of Georgia. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony? Yes No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner of your business entity been convicted of a felony? Yes No

Has any manager or director of the company been convicted of a felony? Yes No

Has any employee of the company been convicted of a felony? Yes No

If yes, give details:

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred and the sentence. (Attach additional pages, if necessary)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

EXHIBIT M

HARRIS COUNTY SCHOOL SYSTEM – STATEMENT OF NON-COLLUSION

The undersigned proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation
- c) That such proposal is genuine and not collusive or sham.
- d) That proposer has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) That proposer did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That proposer did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That proposer did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h) That proposer did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract with any public entity.

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

CORPORATE OFFICER’S SIGNATURE

PRINTED NAME

TITLE

EXHIBIT N

PROPOSAL INFORMATION REQUIREMENTS / QUESTIONNAIRE

A. Experience, References, and Service Capability Criteria

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

1-a	<ul style="list-style-type: none"> Describe the Proposer’s experience as managers and consultants of food service operations in public schools. 	
1-b	<ul style="list-style-type: none"> Include a complete listing of all similar operations and locations where the Proposer is currently operating public school district food service programs. Identify the five (5) public school districts in similar size (as determined by enrollment) where food service operations are managed by the Proposer. For the selected districts, list the name, title and telephone number of a District administrator who is capable of commenting on the Proposer’s performance. List these five companies on the References page located at the end of this RFP. 	
1-c	<ul style="list-style-type: none"> Include a listing of the qualifications of the proposed employees that the Proposer will place in the positions listed in the RFP document (Proposer employees) including but not limited to: Food Service Dietician, Supervisor of Operations, and Supervisor of Financial Operations. Include a resume for each individual, which must detail the education background and relevant work experience. Identify any other proposed positions that the Proposer deems critical to manage the District account. Include a listing of the qualifications of Proposer employees for these positions, along with a resume for each individual. Include a resume and background of the corporate person who will supervise the work of the on-site Food Service Dietician and how the FSMC corporate organization will ensure the best performance possible of the on-site director. For the five example districts above list average years of employment with the FSMC for the FSMC management personnel assigned to each of those districts and provide the FSMC’s philosophy on recruitment and retention of FSMC management personnel. 	
1-d	<ul style="list-style-type: none"> Include an organizational chart (for school based operations and non-school based operations) along with a plan for the management, supervision and proposed staffing levels – complete with job duties, responsibilities and reporting structures. Provide specific details on what the Proposer will actually do to ensure top performance from all employees. This should include a complete listing of management and training programs, monitoring and assessments and evaluations and follow-up initiatives. 	

1-e	<ul style="list-style-type: none"> • Provide a list of transition staff that will be provided as part of “G.” Employees portion of the requirements. • Include names and current status for the employees proposed for the position within the Transition Staff. 	
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B. Accounting and Reporting Systems

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

2-a	<ul style="list-style-type: none"> • Describe the Proposer’s method of recording, checking and reporting meal participation and sales; also, describe the internal control of cash handling for cafeteria personnel. 	
2-b	<ul style="list-style-type: none"> • Provide a sample copy of any and all reports that the Proposer will supply the District with regards to monitoring the following activities: (1) Counting and claiming; (2) CRE Compliance; (3) Kitchen Inspections; (4) Deferred Maintenance of Kitchen Equipment; (5) Food Quality; (6) Customer Satisfaction Levels; (7) Economically Disadvantaged; (8) Participation levels for Breakfast, Lunch and Snack Programs; (9) Profit/Loss Statements tied to individual school activity; (10) Employee Training; (11) Employee Turnover; (12) Quality Control Activities; (13) HACCP monitoring and implementation forms. • Include the frequency of each report, along with any additional costs to the District, if any. 	
2-c	<ul style="list-style-type: none"> • Describe the Proposer’s experience in the following technology based systems for Point of Sale. • Identify any other proposed positions that the Proposer deems critical to manage the District account. Include a listing of the qualifications of Proposer employees for these positions, along with a resume for each individual. 	

C. Personnel Management and Training

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

3-a	<ul style="list-style-type: none"> • Describe the Proposer’s personnel management philosophy, particularly regarding the line of communication between the front-line staff in the school kitchens and senior management. • Describe how the Proposer will improve and maintain employee morale and what types of employee retention programs will be implemented. 	
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3-b	<ul style="list-style-type: none"> • Provide the Proposer’s training and development programs that will be provided for employees and management personnel. Be specific and provide • Include the frequency of each report, along with any additional costs to the District, if any. 	
3-c	<ul style="list-style-type: none"> • Discuss turnover, the importance of managing it properly and programs the proposer has to improve employee retention. 	
3-d	<ul style="list-style-type: none"> • The District may provide incentive pay for approved groups of food service employees. Provide specific details on how the Proposer will create and establish performance measurements, how they will be monitored and how they will be assessed for end of school-year payout. 	

D. Quality Control and Regulatory Compliance

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

4-a	<ul style="list-style-type: none"> • Provide the Proposer’s approach to Quality Control, Quality Assurance and Regulatory Compliance. 	
4-b	<ul style="list-style-type: none"> • Describe how the Proposer will monitor and maintain all valid State and/or local health certifications for the length of the contract for all schools within the District. • Describe how the management of school inspections may be different with a central production facility and how will the Proposer manage these requirements. 	
4-c	<ul style="list-style-type: none"> • Describe how the Proposer will monitor the monthly counting and claiming to ensure that the claim submitted to the State of Georgia ties to the District’s internal electronic records and the individual school production records. 	
4-d	<ul style="list-style-type: none"> • Provide a complete description and action plan on how the Proposer would respond to an incident of a reported food-borne illness and a product recall. • If the Proposer has actually had to respond to any active food-borne illness among students in the last five (5) years, provide details on the nature of the incident, the response, outcomes and any lessons learned. 	

E. Innovation and Promotion of Meal Participation

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

5-a	<ul style="list-style-type: none"> • Describe the Proposer’s approach to promotions (defined as increasing student awareness and participation). Describe how you would implement approach. • Describe how your meal participation program is unique compared to the competition. • Beyond the traditional menu entrées of hamburgers, pizza and tacos that all kids like, describe how the Proposer plans to bring innovation to menu planning to address the following desired initiatives: <ul style="list-style-type: none"> a. Fresh fruits and vegetable b. Reduction of sodium and saturated fat c. Increase in whole grains <p>Procurement, preparation and merchandising of all of these efforts in a manner to increase participation with new and innovative menu items.</p>	
5-b	<ul style="list-style-type: none"> • Increases in breakfast participation that are historically lower than lunch. The goal of the District will be to increase participations in all areas. As a Proposer, describe the initiatives and/or programs that you would implement to raise the participation level for breakfast. • Highlight past programs that the Proposer has initiated in other public school districts that demonstrate success in the area of increasing breakfast participation. 	
5-c	<ul style="list-style-type: none"> • Provide a complete listing of all service and merchandising programs (to increase student awareness and participation) that the Proposer will offer. In the listing, provide a complete and thorough outline of what the program entails and provide specific details on how the program will increase meal participation. And finally, include comprehensive details on how the programs will be tracked and/or monitored, along with related performance metrics. 	

F. Involvement of Students, Parents and Staff

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

6-a	<ul style="list-style-type: none"> • Describe the Proposer’s approach regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues and food safety and quality control. • Identify the five (5) public school districts (as determined by similar enrollment) where food service operations are managed by the Proposer. For the selected districts, provide at least one example of where the Proposer was successful in increasing involvement among students, teachers, building administrators and parents. 	
6-b	<ul style="list-style-type: none"> • Provide a complete description of the Proposer’s role in assisting in the implementation of the strategic concepts for managing the lunch application process and the relation to economically disadvantaged students. 	
6-c	<ul style="list-style-type: none"> • Highlight past programs that the Proposer has initiated in other public school districts that demonstrate success in the area of increasing the economically disadvantaged percentage. 	

G. Menu Selection, Use of Commodities and Food Quality

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

7-a	<ul style="list-style-type: none"> • Describe the Proposer’s approach for managing each of the following areas: (1) Menu selection; (2) Use of commodity foods; (3) Food quality; (4) Portion quantity; Waste caused by overproduction. 	
7-b	<ul style="list-style-type: none"> • Describe the importance of maximizing the use of USDA commodities in the Food Services program. 	

H. Cost Information

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

8-a	<ul style="list-style-type: none">• Provide details on how the FSMC will submit correct lunch counts corresponding to fixed price charges to the District for payment. Illustrate how the FSMC supports the reporting process including the information provided with the invoice, FSMC management review of this invoice information prior to District submission, etc.).	
8-b	<ul style="list-style-type: none">• Provide at least one sample copy of a monthly invoice, along with applicable support, that is submitted to the District for payment.• Include a detailed list of all Proposers' parent/sister/sub companies in which the Proposer intends to utilize or could potentially utilize in food service operations. Included in the list should be the company name, good/services to be provided and estimated costs of those goods/services and the financial data supporting utilization of the FSMC related entity as opposed to another Proposer.	

I. Employee Safety

Note: The Proposer **MUST** submit the requested responses and information to this section in the exact order and method as described at the end of the questionnaire.

The Proposer must provide all requested information for each of the following factors:

9-a	<ul style="list-style-type: none">• Describe the Proposer's approach to safety as it relates to all employees, students, parents and any other visitors that may come into contact with food service operations. Be specific in method for monitoring and reporting the success and required follow-up for this area.	
9-b	<ul style="list-style-type: none">• Provide specific details on how the Proposer monitors the successful implementation and compliance with the Hazard Analysis Critical Control Point (HACCP) program. Include specific details such as creation of the HACCP plan, how input is obtained from employees, training and compliance monitoring. HACCP plan must be written and followed as described in USDA / National Food Service Management Institute (NFSMI) Guidance.	

EXHIBIT O

REFERENCES

1. Company or Government: _____
Address: _____
Contact: _____ Telephone: _____

2. Company or Government: _____
Address: _____
Contact: _____ Telephone: _____

3. Company or Government: _____
Address: _____
Contact: _____ Telephone: _____

4. Company or Government: _____
Address: _____
Contact: _____ Telephone: _____

5. Company or Government: _____
Address: _____
Contact: _____ Telephone: _____

EXHIBIT P

NO BID FORM

Dear Prospective Proposer:

To keep our mailing lists up-to-date and avoid mailing of bids to disinterested parties, a reply in the form of a "No Bid Form" is requested if you choose to not submit a proposal. Failure to return this form as a "No Bid" will cause your firm's name to be removed from the District's mailing list.

Proposer's Name: _____

Proposer's Mailing Address: _____

City: _____ State: _____ Zip +4 _____

Proposer's Street Address: _____

City: _____ State: _____ Zip +4 _____

Proposer's Phone Number: _____ Fax Number: _____

Bid Project Number: _____

Project Name: _____

Reason for not submitting a bid: _____

Signature: _____ Date: _____