

Notice of Request for Proposals

Food Service Management Company RFP SSD 2019 #1

Notice is hereby given that the Governing Board of the Scotland School District (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent(s)**) to assist with the SFA's food service program. The SFA and any Respondent should use the format of this prototype RFP provided on the following pages.

Respondents should not construe from this legal notice that the SFA intends to enter into a Fixed-Price Contract with any Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available by
Scotland School District Web site at www-scotland.k12.sd.us

To request the RFP documents by e-mail, postal mail, or fax, please contact
Fallon Woods
e-mail fallon.woods@k12.sd.us
Postal Mail 711 4th St., Scotland, SD 57059
fax 605-583-2718

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

The SFA will hold a **Mandatory tour** of the SFA facilities on Wednesday , February 13 at 1 pm.
Location: 711 4th St., Scotland SD 57059

All potential Respondents must/should must attend in order to submit a proposal.

Respondents must submit written proposals in a sealed package labeled
"Proposal - Food Service Management Company SSD 2019 #1
Addressed to the SFA at Scotland School District, 711 4th St., Scotland SD 57059
Attn: Fallon Woods

The SFA will accept all proposals received on or before Monday, April 1, 2019, at 1:00 pm. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at 1 pm on April 1st.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to its governing board at its regularly scheduled meeting pursuant to SDCL § 5-18C-2.

Scotland School District

**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY
Cover Page**

CONTACT INFORMATION

SSD 2019 #1

by

Scotland School District
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Fallon Woods
Business Manager

711 4th St.
Scotland, SD 57059

605-583-2237

fallon.woods@k12.sd.us

605-583-2718

Request for Proposal

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Introduction / Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a Fixed-Price Contract with a food service management company (FSMC) that will provide Scotland School District (hereinafter referred to as the school food authority (SFA)) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the prototype Fixed-Price Contract.

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

- Lunch with 2 hot meal options and 1 cold
- Breakfast with 1 option
- Salad bar with at least 2 fresh fruit, 2 canned fruit and 4 fresh vegetable options

The SFA's general food service goals include, but are not limited to, the following:

- Provide an appealing and nutritionally sound program for students as economically as possible.
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning.
- Maintain student and staff morale at a high level.

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

Outlined below are competitive bidding basic standards:

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

- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

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

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

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification, if necessary, before the deadline in the RFP
- Submit all required responses by the required deadlines
- Understand any applicable state and federal requirements associated with this RFP and contract
- Follow all instructions and requirements of the RFP thoroughly and appropriately

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

The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. SFAs must maintain oversight to ensure that any awarded contract is performed in accordance with the terms, conditions, and specifications of the contract and/or purchase orders. The SDDOE is never a party to any contract between a SFA and a food service management company (FSMC). In addition, the SDDOE and the SDDOE Child and Adult Nutrition Services (CANS) have no involvement with the enforcement of

this contract; however, SDDOE may deny payment for all meals received/purchased under an invalid contract.

The SFA alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the SFA of any contractual responsibilities under its contracts. USDA will not substitute its judgment for that of the SFA unless the matter is primarily a Federal concern.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. (2 CFR 200.319(b))

Pursuant to 2 CFR Part 200.318, the SFA must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. This applies if the SFA has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

SFA procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

SFA will maintain records sufficient to detail the significant history of the procurement to include, but not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

The fixed price for meal programs must include all food, supplies, labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner.

- Menu development specific to the operation
- Nutrition education materials and program expense
- Design services specific to the operation
- Education program via assembly programs, school room programs, parent/teacher meetings, and school food advisory committee meetings
- Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
- All accounting
- All payroll costs and documentation
- Administrative dietetic, nutritional, sanitation, and personnel advice
- All costs incurred in hiring and relocating, if necessary, the FSMC management team
- All training costs for FSMC employees
- All miscellaneous costs to operate the program; i.e., consumable marketing materials

Schedule of Events
for
RFP # SSD 2019 #1

- | | | |
|---|-----------|-------------|
| • Board Meeting – RFP Approval
and Negotiations Authorized | Monday | January 14 |
| • Release of RFP | Tuesday | January 22 |
| • First Public Notice | Wednesday | January 30 |
| • Second Public Notice | Wednesday | February 6 |
| • Mandatory Tour | Wednesday | February 13 |
| • Respondent Question Submission Deadline | Friday | February 15 |
| • SFA Provides Answers | Tuesday | February 22 |
| • Deadline for Submission of Sealed Proposal | Monday | April 1 |
| • Proposals Opened | Monday | April 1 |
| • Proposals Evaluated
and Contract Negotiated | Wednesday | April 3 |
| • Board Meeting – Proposal Approval | Monday | April 8 |
| • Anticipated Contract Award Date | Monday | May 15 |

The SFA will make every effort to adhere to the above schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said schedule amendment at <https://www-scotland.k12.sd.us>.

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

General Information and Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposals after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <https://www-scotland.k12.sd.us>. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
9. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
10. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all

proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

11. The SFA will not consider a joint proposal submitted by two or more entities.
12. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments and exhibits and meets all deadlines and other requirements outlined in this RFP.
13. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
14. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, reviewing any relevant state and federal requirements, and checking all responses in their proposal for accuracy before submitting it.
15. Respondents must submit their questions regarding the information presented in this RFP to Fallon Woods in writing by postal mail at 711 4th St, Scotland, SD 57059 e-mail at fallon.woods@k12.sd.us, no later than February 8 at 3 pm. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions. Unauthorized contact by the FSMC with other SFA employees or SFA Board Member regarding the RFP may result in disqualification.
16. The qualification data shall be submitted by each offeror along with the proposal, and shall include information that offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable. FSMCs are not required to be doing business already in like SFAs.
17. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all Respondents. A material change will require the SFA to rebid the contract.
18. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour.

19. Respondents shall submit one paper copy or one copy in digital format (e.g., CD, DVD, flash drive, etc.). (Note to FSMC: The FSMC may choose the submission type (paper copy or digital copy). However, the SFA may request, at its discretion, that the FSMC submit a paper copy and copy in digital media format.)
- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled “Master Copy.”
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA’s RFP number and title, and the SFA name and address, as shown in the following example:
20. Firm Offer
- a. By submitting a response to this Request for Proposal, 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 the SFA and which will result in a binding contract.
 - b. Such proposal is irrevocable for a period of ninety (90) days after the time of opening the proposal has passed. _____ **(FSMC must initial and date to show agreement)**

Proposal—Food Service Management Company

(Enter FSMC Name Submitting RFP)

SSD 2019 #1

Scotland School Food Service

Scotland School District

Fallon Woods

711 4th St., Scotland, SD 57059

Proposal Requirements

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

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

A. Cover Letter

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

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP

- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

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

B. Table of Contents

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

C. Attachments Checklist

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

D. Minimum Qualifications

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

E. FSMC Professional Standards

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

F. Proposal Questionnaire

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

G. Respondent References

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

H. Authorization Agreement

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

I. Fee Proposal

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

J. Certifications

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

Evaluation of Proposals

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

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

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

Criteria	Maximum Points (Enter Set by SFA)
Cost	30
Service Capability Plan (Proposed food service team such as Director and describes FSMC' s ability to provide services as stated in the RFP)	15
Experience, References with like school systems and familiarity with regulations pertaining to such operations OR Plans for operation if this is a new company	20
Financial Condition/Stability, Business Practices	10
Accounting and Reporting Systems	5
Personnel Management	5
Innovation	5
Promotion of the School Food Service Program	5
Involvement of Students, Staff, and Patrons	5
TOTAL POINTS	100

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

Weight Criteria

- a. After determining that a response satisfies the mandatory requirements stated in the RFP, the SFA shall use both objective analysis and subjective judgment in conducting a comparative assessment of the response. While price alone is not

the sole basis for award, price remains the **primary consideration** when awarding a contract under this competitive request for proposal.

- b. In addition, after the initial screening process and review of references, a question and answer interview may be conducted with the FSMC. The FSMC may also be asked to make an oral presentation of their proposal as submitted with no modifications made to the RFP and contract language.
- c. The SFA's officers, employees, board members, or agents shall neither solicit nor accept gratuities, favors, gifts, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. (2 CFR 200.318). To the extent permissible under state law, rules, or regulations, such standards shall be provided for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered (2 CFR 200.320)

- a. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required.
- b. Respondent shall submit for consideration such records of work and further evidence as may be required by the SFA's Board or governing body.
- c. 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.
- d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used

Award Criteria

- a. Proposals will be evaluated by the 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).
- b. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs.
- c. If a committee member is an agent for, employee of or in any manner associated with a FSMC, that FSMC must disclose this fact within the FSMC's proposal so the SFA may determine if there is a conflict of interest in violation of the conflict of interest policies of the SFA or a conflict under applicable state law.
- d. Each area of the award criteria must be addressed in detail in the Proposal.

- e. SFA will maintain records sufficient to detail the significant history of a procurement to include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Attachments and Exhibits

Attachment A

Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour if the SFA has not obtained appropriate releases from parents, students, and/or employees. The SFA will permit photos in which no persons are depicted and which are directly related to the subject of the RFP.

TOUR SCHEDULE

Tour begins at 1 pm on February 13
Where: Scotland School District, Scotland, SD

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

Attachment B

Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in the FSMC’s proposal. Place a checkmark or “x” next to each item submitted to the SFA. For the proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
_____	Cover Letter
_____	Table of Contents
_____	Attachments Checklist (B)
_____	Minimum Qualifications (C)
_____	FSMC Professional Standards (D)
_____	Proposal Questionnaire (E)
_____	Respondent References (F)
_____	Authorization Agreement (G)
_____	Fee Proposal (H)
_____	Certifications (I, J, K, L)

Attachment C

Minimum Qualifications

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

As of 12/31/2018 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. How many years of experience with school nutrition programs does the Respondent have?

2. The Respondent has the resources and ability to provide 50,000 of meals per fiscal year for the SFA.

Yes _____ No _____

3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program.

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

Attachment D

FSMC Professional Standards

FSMC Employees Professional Standards

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

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

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

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations (7 CFR, Section 210.30*, which can be viewed at the following Web page:

http://www.fns.usda.gov/sites/d/files/cn/profstandards_flyer.pdf.

https://fns-prod.azureedge.net/sites/default/files/tn/ps_guide-highres.pdf

<https://www.fns.usda.gov/tn/guide-professional-standards-school-nutrition-programs>

<https://www.ecfr.gov/cgi-bin/text->

[idx?SID=0c60e39ccbdf1d33e4897880180e2433&mc=true&node=se7.4.210_130&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=0c60e39ccbdf1d33e4897880180e2433&mc=true&node=se7.4.210_130&rgn=div8)

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

- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- Each year, the FSMC shall provide the SFA with a list of employees and evidence that the employees listed meet the professional standards. The FSMC must contact SD CANS if any proposed employee does not meet the professional standards.

Attachment E

Proposal Questionnaire

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

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation. Any FSMC without a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation shall state the reason(s) therefore and provide any complete balance sheet or annual report (verified by a certified public accountant) for any year available.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment F

Respondent References

List three references to which the Respondent has provided food service management services within the past 3 year(s). If not available, state the reason(s) such references are not available.

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

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

Attachment G

Authorization Agreement

Request for Proposal for Food Service Management Company

RFP Number: SSD 2019 #1

We, (*Enter FSMC Name*), by our signature on this document certify the following:

1. That we will operate in accordance with all applicable South Dakota state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the prototype Fixed-Price Contract issued by Scotland School District.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Scotland School District.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H

Fee Proposal

All costs are based on average daily participation of 46 for breakfast and 208 for lunch meals served on 172 number of school days.

COST BREAKDOWN			
Respondent Instructions			
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.			
⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu .			
⇒ Clearly identify all costs			
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>		Annual Cost
1.			\$
2.			\$
3.			\$
4.			\$
5.			
6.			
7.			
8.			
9.			
10.			
Sub Total			\$
	Personnel Costs		Annual Cost
1.	Management Fee Per Meal	\$	
2.	Employee Fee Per Meal	\$	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Sub Total		\$	
GRAND TOTAL			\$

COST PER MEAL

Respondent Instructions:

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

1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	10,000	\$	\$
Lunch	38,000	\$	\$
Nonreimbursable Meals	5,000	\$	\$
TOTAL	53,000	\$	\$

Attachment I

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

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

Certification Regarding Lobbying

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

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

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

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

Attachment J

Disclosure Of Lobbying Activities and Instructions

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

(See next page for public burden disclosure)

Approved by
OMB

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing</p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p>	
	<p>Print Name:</p>	
	<p>Title:</p>	
	<p>Telephone No: ()</p>	<p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—LLL) (Rev. 7-97)</p>

INSTRUCTIONS

Disclosure of Lobbying Activities (SF-LLL)

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

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

Attachment K

Debarment, Suspension, and Other Responsibility Matters

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

School Food Authorities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment L

Certificate of Independent Price Determination

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

Name of FSMC

Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently...
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed...
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Two horizontal lines for providing details of any exceptions to the investigation statement.

Signature of FSMC's Authorized Representative Title Date

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

Fallon Woods Business Manager Date

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

Exhibit 1

Responsibilities – Food Service Management Company

1. The FSMC shall comply with the applicable rules, regulations, policies, guidance, and instructions of the SA and USDA and any additions or amendments thereto, including
 - USDA Regulation 7 CFR Parts
 - 210 (National School Lunch Program),
 - 215 (Special Milk Program),
 - 220 (School Breakfast Program),
 - 225 (Summer Food Service Program),
 - 226 (Child & Adult Care Food Program including At-Risk After School Care),
 - 245 (Free and Reduced Price Eligibility),
 - 250 (Food Distribution),
 - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - Government wide Debarment and Suspension [Executive Orders 12549 and 12689](2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (I);
 - Fresh Fruit & Vegetable Program (which currently does not have codified regulations).

Company personnel responsible for the preparation of menus will maintain access to these meal pattern regulations currently available at <http://www.fns.usda.gov/>.

2. The FSMC Shall meet the terms and conditions of the Certification of Compliance with Meal REquirments for the National School Program Under the Health, Hunger Fee Kids Act of 2010 Final Rule.
3. The FSMC shall not sell or offer on the premises of any school, any food, or beverage item other than the prescribed meals except those a la carte items authorized by the SFA. The FSMC cannot directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]
4. The FSMC shall serve on such days and at such times as requested by the SFA according to the applicable programs:
 - a. Lunches, breakfasts, snacks, afterschool snacks, and/or suppers priced as a unit, which meet the requirements of respective USDA regulation in 7 CFR Part 210.10 (School Lunch and Afterschool Snacks, Seamless Summer), 220.8 (School Breakfast and Seamless Summer), 226.20 (Child & Adult Care Food Program including afterschool supper), 225.16 (Summer Food Service). School Lunches shall also meet requirements in order for the SFA to claim the performance-based reimbursement.

- b. Fresh Fruit and Vegetable Program billed according to actual food, labor, and other itemized allowable costs approved by the SFA.
 - c. Other foods as may be agreed upon by the FSMC and the SFA.
- 5. The FSMC shall serve free and reduced-priced meals, after school snacks or free milk, if applicable, to those children designated by the SFA to meet program requirements and in order to offer a la carte food service.
- 6. Special Dietary Needs
 - a. FSMC and SFA must follow current federal and state regulations regarding providing for special dietary needs for enrolled students. Additional information is available at <https://www.fns.usda.gov/school-meals/fags> . Until the new guidance document has been revised and posted, refer to *SP 59-2016, September 27, 2016, Modifications to Accommodate Disabilities in the School Meal Programs*, for the current requirements and guidance.
 - b. Exceptions for disability reasons: FSMC must make substitutions in lunches and afterschool snacks for students who are considered to have a disability under 7 CFR 15b.3 and whose disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by USDA. Such statement must be signed by a licensed physician or (MD or DO), advanced practice nurse (APN) with prescriptive authority or physician assistant.
 - c. Exceptions for non-disability reasons: FSMC, with instructions from the SFA, may make substitutions for students without disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.
 - d. Fluid milk substitutions for non-disability reasons: FSMC, with instructions from the SFA may make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. A school that selects this option may offer the nondairy beverage(s) of its choice, provided the beverage(s) meets the nutritional standards established under 7 CFR § 210.10(d)(3)) and 7 CFR § 220.8. Expenses incurred when providing substitutions for fluid milk that exceed program reimbursements must be paid by the school food authority. Requisites for fluid milk substitutions:
 - i. SFA must inform CANS if any of its schools choose to offer fluid milk substitutes other than for students with disabilities; and
 - ii. A medical authority or student's parent or legal guardian must submit a written request for a fluid milk substitute identifying medical or other special dietary need that restricts the student's diet.
 - iii. Substitution approval. The approval for fluid milk substitution must remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or until such time as the

- school changes its substitution policy for non-disabled students.
- iv. Required Documentation: Information about meal modifications must be included in the following documents: (1) medical statements or preference forms, (2) production records (3) recipes (4) HACCP-based food safety plans and (5) meal counting and claiming tracking. Production records should indicate the meal substitutions/accommodations and the number of meal served for special diets.
7. The FSMC shall participate in the parent, teacher, and student advisory boards.
 8. During the term of this Contract, FSMC may have access to SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)).
 - a. FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
 - b. 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.
 - c. 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.
 - d. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA’s Confidential Information provided to FSMC by SFA, and 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.
 - e. If the FSMC is responsible for taking meal counts or has any access to students’ personally identifiable information (PII), the FSMC personnel shall sign confidentiality statements to be placed on file with the SFA and FSMC staff shall agree that any information about eligibility, account balances, payments, accounts, special diets, or other PII shall not be discussed with anyone outside of those who have a need to know as designated by the SFA personnel.
 9. The SFA shall abide by the policy for overdue accounts as follows: Any student with a negative lunch account balance of \$15 or more will not be allowed to charge meals in the school breakfast or lunch program until the balance due has been paid. The SFA is solely responsible for managing food service accounts.
 10. The FSMC shall prepare and maintain such records as the SFA will need to support its claim for reimbursement, and shall, at a minimum, report claim information to the SFA at the end of each calendar month. (7 CFR 210.16(c)(1)) This report shall include the number of meals served, by type. FSMC shall retain

such records and these shall be made available to the SFA immediately upon request.

11. The FSMC agrees to provide the SFA with necessary financial information, to include detailed breakouts of all income and expenditure categories for reporting to the SA.
12. The FSMC shall not use SFA facilities for preparation of food to be served at any location other than for the SFA's approved program without the permission of the SFA and paid according to procedures outlined in the contract.
13. If food or meals are proposed to be prepared outside the school, the FSMC shall maintain State and local health certification of their facility, and shall maintain this health certification for the duration of the contract. (7CFR 210.16(c)(2)) FSMC will comply with requirement to post results of inspections.
14. If reimbursement is denied or recovered as a direct result of the failure of the FSMC to comply with the provisions of this contract and/or Program requirements, the FSMC shall assume responsibility for the amount denied. It cannot be billed back to the SFA in any manner.
15. Production records of food prepared and delivered will be maintained and provided to the SFA by the FSMC each month, to ensure program requirements are being met;
16. Buy American: SFA and FSMC will comply with the Buy American provision for contracts that involve the purchase of food. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - a. The SFA participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - b. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Copies of documentation must be kept on file at the SFA.
 - c. To be considered for the alternative or exception, FSMC must submit request in writing to SFA and be approved. Approval will be retained with purchase records. The request must include the:
 - i. Alternative substitute (s) that are domestic and meet the required specifications:
 1. Price of the domestic food alternative substitute (s); and
 2. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - ii. Reason for exception: limited/lack of availability or price (include price):
 1. Price of the domestic food product; and
 2. Price of the non-domestic SP-24-2016).
17. Documentation that the FSMC requests of the SFA for exceptions must be in place as follows:

- a. Requests for consideration on the use of domestic alternative foods before approving an exception.
 - b. Documentation of the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
 - c. Use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality
18. Upon request, make all accounts and records pertaining to its SFA available to the SA and to Food Nutrition Services (FNS), for audit or review at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3-year period as long as required for resolution of the issues raised by the audit. (7 CFR 210.9(b)(17))
19. SA representatives or their designees, auditors of the USDA and the Comptroller General of the United States and the SFA's independent auditors shall have access to all such records for audit and review upon request at a reasonable time and place for making audit, examination, excerpts, and transcriptions. Authorized representatives of the SFA, the SA, or the USDA shall have the right to conduct on-site administrative reviews of the food service program (7CFR Part 210.23(c)) and 2 CFR 200).
20. SFA may propose a 21-day menu cycle or ask the FSMC to propose a 21-day menu cycle that follows the USDA food-based menu plan effective January 26, 2012 and appropriate phased-in sections shall be followed. Changes to the cycle may be made only with the approval of the School Food Authority (7CFR Part 210.16(b)(1)).
21. The FSMC shall promote maximum participation in the Programs, and shall not promote A la carte over reimbursable meals.
22. In accordance with 2 CFR 200, 324(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - a. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - b. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - c. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - d. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

23. Fresh Fruit and Vegetable Program (FFVP): (if applicable) In the event that FSMC provides management services for the 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. The costs for FFVP must be actual, not a percentage of fees. This does not mean that the FSMC is entitled to 10% of the actual award. The FSMC shall ensure that it
- Documents and tracks FFVP expenses separately and makes this documentation easily accessible for the SFA to review and submit an accurate claim.
 - Time certification of FFVP Labor time is required.
 - Documentation must clearly show allocation of costs charged to the FFVP, i.e. specific labor time charges, actual costs of fresh fruits and vegetables, administrative fees that do not exceed 10% of the overall grant.
 - Follows all FFVP polices and rules to guarantee the program is operated in compliance with FNS standards.
 - Develops cycle menu for FFVP for participating schools. It is recommended that, including portion sizes are included in the proposed menu cycle

Exhibit 2

Responsibilities – School Food Authorities (SFA)

1. The SFA shall adhere to the procurement standards specified in §210.21 when contracting with the food service management company (7CFR 210.16(a)(1))
2. The SFA shall ensure that FSMC operation of the SFA's school food service is in conformance with the SFA's agreement under the program. (7CFR 210.16(a)(2)) SFA will comply with requirement to post results of inspections.
3. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged to the children for meals, milk, after school snack, a la carte items, adult meals, and vending machine items, as applicable. The SFA shall maintain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. (7CFR Part 210.16(a)(4));
4. The SFA must receive all food service revenue, including rebate payments resulting from participation in any Rebate Programs for processed donated foods. The food service revenue shall flow through the SFA chart of accounts. The food service revenue shall be used only for allowable allocable costs for the SFA nonprofit food service. (7CFR 210.14(a))
5. The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7CFR Part 210.21(d).
6. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account
7. The SFA shall monitor the food service program through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and, if included in the contract, procedures for accurately counting meals for the claim. (7CFR 210.16(a)(3))
8. The SFA shall have responsibility for meal count accuracy (a) *Internal controls*. The school food authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement. (7CFR 210.8 (a))
9. The SFA shall retain the right to approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the SA and the USDA.
The SFA shall approve all a la carte items and the prices charged for those items in advance of their sale by the FSMC. Any negotiated contract cost adjustments is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. These must be approved by the State agency and accurately reflect current conditions. Substantive changes of the Contract will require the SFA to rebid the Contract.

10. The SFA shall ensure that an advisory board composed of parents, teachers, and students to assist in menu planning is established. (7CFR 210.16(a)(8))
11. The SFA shall retain signature authority on the SA-SFA agreement, free and reduced price policy statement and claims for reimbursement. (7CFR 210.16(a)(5))
12. The SFA has responsibility for developing, distributing, and collecting free and reduced price letter/application. (7CFR 245.10(a)) The SFA also has responsibility for determination of eligibility, conducting hearings, and for verification. (7CFR 245.6(a), 245.6(b), 245.7)
13. The SFA is responsible for participation in Direct Certification.
14. The SFA shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by FSMC preparing or serving meals at SFA's facilities. (7CFR 210.16(a)(7))
15. The SFA shall conduct annual reviews of storage facilities. The FSMC/SFA
 - a. May store and inventory donated foods together with foods it has purchased commercially for the SFA's use (unless specifically prohibited in the contract). It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in §250.51(d)—i.e., use all donated ground beef and ground pork, and all end products in the food service, and use all other donated foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the food service
 - b. Must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
16. The SFA shall inform FSMC of any requested adjustments to menus and monitor implementation of said adjustments.
17. The SFA shall be responsible for resolution of program review and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. 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.
18. The SFA reserves the right to cancel or shorten any school day and agrees to give FSMC at least twenty-four (24) hours advance notice of such changes except in an emergency when as much advance notice as possible will be given.
19. SFA representatives have the option to discuss with the Company any area of non-performance in order to meet all requirements and regulations on a daily basis.
20. The contract awarded to the successful responded will be for one year. The SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the South Dakota Department of Education (SDDOE). The SFA may cancel the contract upon notification from the SDDOE that it or any part of the bidding process has been determined noncompliant with applicable state and federal laws and regulations.

21. The SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Exhibit 3

FSMC Employees

1. (NOTE to FSMC: This paragraph will need revision depending on if the SFA retains any staff.) The FSMC shall be responsible for supervising and training food service 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 site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
2. The SFA and FSMC shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 2 CFR 200, .
3. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
4. The FSMC shall provide daily on-site supervisory personnel for the overall food service.
5. The FSMC shall provide worker's compensation coverage and unemployment insurance for its employees.
6. The FSMC shall maintain its own personnel and fringe benefit policies for its employees, subject to review by the SFA.
7. The FSMC shall be responsible for hiring an adequate number of employees for efficient operation and will provide this information to the SFA. The FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs. The FSMC must ensure that the FSMC employees providing services for the school meal programs have the required annual training and show compliance with the annual training standards
8. All persons employed by the FSMC shall be employees of the FSMC and neither the FSMC nor any agent or employee of the FSMC shall be or be deemed an employee of the SFA. Neither party shall, during the term of this contract or for one year thereafter, solicit to hire, terminate, or contract with either party's employees who manage any services or any other employee or are highly compensated employees ("One-Year Non-Solicitation"). In the event of any breach of such One Year Non-Solicitation, the breaching party shall pay and the injured party shall accept an amount equal to the annual salary of the relevant employee as liquidated damages.
9. The FSMC shall provide the SFA with a list of its personnel policies, and the SFA shall review and provide written approval in accordance with the SFAs requirements.
10. The SFA shall have final approval regarding the hiring of the FSMC's site manager.

11. The FSMC and SFA shall mutually agree upon staffing patterns.
12. The SFA and FSMC shall mutually agree upon the use of student workers.
13. The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner of which is detrimental to the physical, mental, or moral well-being of students or staff.
14. In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
15. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
16. Professional Standards for Local School Nutrition Personnel:
 - a. The FSMC must ensure that the FSMC employees providing services for the school meal programs have the required annual training and show compliance with the annual training standards FSMC is required to provide documentation to the SFA showing the training hours and topics completed by the FSMC employees.
 - b. If the FSMC staff person performs food service director type duties, but reports to a district business manager who is responsible for the school district's school food service activities, both individuals would be responsible for meeting the training standards for program directors and comply with the professional standards requirements.
 - c. Minimum Hiring Standards for Food Service Directors: USDA provides the minimum hiring standards in 7 CFR 210.30 (2). The student enrollment includes total enrollment in all schools in all SFAs in all FSMC contracts for an individual food service director.
17. The FSMC shall comply with all SFA building rules and regulations.

Use of Facilities and Equipment

1. The SFA shall have access, with or without notice to the FSMC, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.
2. The SFA shall make available without any cost or charge to the FSMC the areas and premises agreeable to both parties in which the FSMC shall render its services. The FSMC shall make no alterations, changes, or improvements to said areas without obtaining written consent from the SFA with identification of responsibility for costs.
3. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules, and regulations of federal, state, and local authorities.
4. The SFA shall provide at its expense necessary expendable equipment including, but not limited to, silverware, table service, chinaware, serving trays, glassware, pots, pans, and utensils; and shall periodically replace said expendable equipment as items become worn, broken, used, lost, or otherwise disposed of up to the amount of the original inventory, except for replacements caused by FSMC's negligence which shall be the responsibility of the FSMC.
5. The SFA shall provide and maintain at its expense necessary inter-school vehicles, satellite transporter units, and equipment including operating costs for it.
6. The FSMC shall take reasonable care in the use of the premises, equipment, vehicles, and other items furnished by SFA.
7. The FSMC and the SFA shall inventory the food, equipment and supplies owned by the SFA at the beginning of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils, and ownership shall remain with SFA.
8. The FSMC shall purchase and maintain an inventory of expendable equipment necessary for the food service (and at the inventory level as specified by the SFA.
9. Facilities and equipment at the SFA as well as food purchased for the SFA shall be used solely for meals and events at the SFA. Use of facilities and equipment for preparation of meals for other entities must be identified in the RFP process and payment made by the FSMC to the SFA for these meals prepared under separate contracts or agreements. Examples include but are not limited to preparation of meals for programs not operated by the SFA such as other schools, child care centers, Head Start sites, senior meals, summer programs, and other catering. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC's overhead and administrative expense if applicable to providing such service. USDA donated foods shall not be used for these special functions.

10. The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinance, rules, and regulations.
11. The FSMC shall not remove food preparation and serving equipment owned by the SFA.
12. The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the employees of the FSMC.
13. The SFA shall not be legally responsible for loss or damage to equipment owned by the FSMC located on the SFA premises.
14. The FSMC shall provide a written notification to the SFA of any equipment belonging to the FSMC within ten days (10) of its placement on SFA premises and must receive written approval.
15. The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
16. The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
17. The SFA shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by FSMC in containers furnished by the SFA for such purposes.
18. The SFA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
19. The SFA shall not permit any interruptions in utility service except in an emergency or for necessary repairs or for improvement of the service, and in such case the SFA agrees to notify the FSMC immediately of any interruption or proposed interruption in utility service.
20. The SFA shall provide sanitary toilet facilities for the employees of the FSMC.
21. The SFA shall provide the FSMC with local and long distance telephone service and internet connections. Cell phones or other communication devices shall be the responsibility of the FSMC.
22. The SFA must give prior approval and have final authority for the purchases of the equipment used for storage, preparation, or delivery of school meals. Provisions for equipment purchases that entail repayment to the FSMC over a period in excess of one year are not permitted.
23. The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings belonging to the SFA in good repair and condition.
24. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and donated foods owned by the SFA.
25. The FSMC shall surrender to the SFA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, recipes, menus, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC

billings. The school is cognizant that some of this is proprietary and shall ensure that it is only shared with authorized personnel.

26. In accordance with 7 CFR 250.52(c), when a contract terminates, and is not extended or renewed, the FSMC must return all unused donated ground beef, donated ground pork, and processed end products, and must, at the SFA's discretion, return other unused donated foods. The SFA must also ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.
27. The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
28. All USDA Foods shall remain with the SFA.
29. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction

Exhibit 5

Sanitation

1. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen and dining room area including dining tables and chairs.
4. The SFA shall clean ducts and hoods above the filter line.
5. The SFA shall provide extermination services as needed.
6. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
7. The FSMC shall have and maintain at each site a Food Safety Plan: HACCP-Based Standard Operating Procedures.