## **Attestation Sheet**

By submission of this bid, the Food Service Management Company (FSMC) acknowledges that it has carefully examined all terms and conditions set forth in the Request for Proposal (RFP)/Cost Reimbursable Food Service Management Contract (the “RFP”) issued by **Clawson Public Schools** on **March 6, 2019**. The FSMC acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the **Clawson Public Schools**. No claims for additional compensation will be considered and no contractual amendments will be executed due to the successful Bidder’s failure to be so informed.

The FSMC acknowledges that the **Clawson Public Schools** (hereinafter the “School Food Authority” or “SFA”) reserves the right, in its sole discretion, to reject any and all bids in whole or in part, with or without cause, for a sound documented reason. The SFA reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Bidder submitting the best financial Proposal. The SFA reserves the right to request additional information from any or all Bidders. The SFA reserves the right to negotiate with the Bidders concerning their Proposals. The Contract, if awarded by the SFA, will be awarded to the responsible firm whose proposal is most advantageous to the SFA, with price and other factors considered. [2 CFR 200.320 (c)(2)(v), 2 CFR 200.320 (d)(4)]

Negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve the FSMC from fulfillment of any and all obligations and requirements of the proposed contract. Once a contract is executed, the FSMC shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the **Clawson Public Schools**, or any other person.

By submitting a bid, the FSMC agrees to execute a contract with the SFA and to perform services in accordance with the finalized contract documents.

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Signature of Food Service Management Name of Food Service Management

Company Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative Name (print)

**REQUEST FOR PROPOSAL/**

**COST REIMBURSABLE**

**FOOD SERVICE**

**MANAGEMENT**

**CONTRACT**

**CLAWSON PUBLIC SCHOOLS**

**626 Phillips Avenue**

**Clawson, Michigan 48017**

## **GENERAL PROCEDURAL TERMS AND CONDITIONS**

### **INTENT**

This Request For Proposal/Cost Reimbursable Food Service Management Contract (the “RFP”) is for the purpose of soliciting Proposals from qualified food service management companies and entering into a Contract for the operation of the Food Service Program of the **Clawson Public Schools** (hereinafter referred to as the School Food Authority (“SFA”)). Hereinafter, each Food Service Management Company (“FSMC”) may be referred to as a “Bidder” and/or the “FSMC.” If awarded by the SFA, the Contract will be between the FSMC and the SFA.

### **PROCUREMENT METHOD**

This is a request for proposals only. Proposals will be treated as offers to enter into the Contract with the SFA. The SFA and successful FSMC shall memorialize their contractual relationship and obligations through execution of the Contract. It is understood that this RFP will be the basis of the Contract. The Contract awarded, if any, will be a cost reimbursable Contract. Any exceptions submitted by the Bidder as part of its Proposal will not be binding upon the SFA unless those exceptions are expressly accepted by the SFA, and incorporated into the final Contract. If a Contract is awarded by the SFA, the Contract awarded will be a cost reimbursable Contract.

The Proposal must be submitted in two parts: a price per meal/meal equivalent and a written and/or oral presentation. The price per meal/meal equivalent may be weighted more than 50% of the evaluation criteria while the written and/or presentation must be weighted less than 50%. This breakdown will be identified on the Bid Point Calculator and Evaluation Criteria Matrix. Bidders are required to provide a breakdown of food and non-food costs, management and administrative fees, and advance payments as shown on the Bid Sheet. Proposals that do not provide this information will be deemed non-responsive and rejected.

Any exceptions to the terms and conditions contained in this RFP, or any other special considerations or conditions requested or required by the FSMC **must** be specifically enumerated by the FSMC and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the FSMC’s opinion should be not applicable to, the FSMC. The FSMC shall be required and expected to meet the specifications and requirements as set forth in this RFP and the Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the FSMC’s Proposal and those exceptions or special considerations or conditions are expressly incorporated into the Contract.

The SFA may award the Contract to the Bidder which it believes, in its sole discretion, to best meets the SFA’s needs. Alternatively, the SFA may reject all Proposals. An award may be made to other than the Bidder with the lowest bid price per meal/meal equivalent.

### **BID SUBMISSION AND AWARD**

1. Sealed Proposals are to be submitted to **Dr. Jacqueline Johnston, Assistant Superintendent Business Services**. Proposals will not be accepted after **3:00 p.m.** on **March 29, 2019.** Proposals shall be submitted in a sealed envelope marked “Food Service Management Proposal.” The sealed envelope shall be marked as follows:

**FOOD SERVICE MANAGEMENT PROPOSAL**

**[NAME OF FSMC]**

**[ADDRESS OF FSMC]**

The Proposal is to be submitted in a sealed envelope marked “Food Service Management Proposal.” Provide three (3) hard copies of the proposal to the SFA and two (2) electronic copies of the full proposal on a CD or a flash drive so that one copy may be sent to MDE. SFAs are required to submit a copy of the full proposal from its selected bidder to MDE during the contract approval process. CDs or flash drives and proposals from other responsive bidders should be made available upon request by MDE. All Proposals shall be accompanied by the following: (i) a completed sworn and notarized affidavit disclosing any familial relationship that exists between the owner(s) and/or any employee of the FSMC and any member of the SFA’s Board of Education or the SFA’s Superintendent as included in **Appendix A**; and (ii) a completed sworn and notarized Iran Linked Business Affidavit as included as **Appendix B**. Proposals that do not include these sworn and notarized affidavits may not be considered or accepted by the SFA.

The bid sheet is to be submitted in a separate and sealed envelope marked “Bid Sheet – Cost Reimbursable Contract.”

1. The SFA reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The SFA reserves the right to request additional information from any or all Bidders. The School District reserves the right to waive any irregularities or informalities in the bidding process. In the event a Bidder’s Proposal is accepted by the SFA and Bidder asserts exceptions, special considerations or conditions after acceptance, the SFA, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, to reject the Proposal and award the Contract to another Bidder.
2. To be considered, each bidder must submit a complete response to this RFP using the forms provided.
3. The award of the Contract, if any, shall be made to a qualified and responsible bidder whose bid is responsive to this RFP. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this RFP.
4. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief of the plea of error.
5. Any party who intends to respond to this RFP shall submit an Intent to Respond, including the name of contact person, address and e-mail address, to **Dr. Jacqueline Johnston** no later than **March 18, 2019** by e-mail to **jackie.johnston@clawsonschools.org** (Subject Line: Food Service RFP Intent to Respond). The SFA intends to communicate (e.g., RFP clarifications and addenda) with Bidders by e-mail. Except for the Proposal itself, references in this RFP to “written” form of communications include e-mail. Failure to submit an Intent to Respond by the aforementioned deadline does not preclude a Bidder from submitting a Proposal, however, failure to do so may result in the Bidder not receiving any e-mail notifications of addenda or clarifications but shall not relieve the Bidder of the responsibility for complying with the terms of any addenda or clarifications.
6. If additional information is required, please contact **Dr. Jacqueline Johnston** at **jackie.johnston@clawsonschools.org**. The SFA will not respond to any request for clarification received after the close of business on **March 20, 2019**. From the issue date of the RFP until a Contract is executed by the SFA and FSMC, Bidders shall not communicate about the subject of the RFP or a Bidder’s Proposal with the SFA, its Board of Education members, administrators, faculty, staff, students, or employees, except for Requests for Clarification in accordance with the paragraph above.
7. If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties who have submitted an Intent to Respond. All addenda shall become a part of the RFP. Each Bidder should in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received. The failure of a Bidder to receive, or acknowledge receipt of any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
8. Any decision made by the SFA, including FSMC selection, shall be final.
9. Selected Bidders shall be required to participate in an interview process to discuss their Proposal and to answer any questions the SFA may have regarding the Proposal. The SFA. will notify the selected Bidders, if any, via the contact person listed in the Proposal. Interviews are expected to be scheduled on **April 10, 2019** or **April 15, 2019.**

### **INCURRED COSTS**

The SFA is not liable for any cost incurred by the Bidder prior to the signing of a Contract by all parties.

### **CONTRACT TERMS**

1. This Contract shall be for an initial term of one year effective on **July 1, 2019,** or upon written approval of the contract by the Michigan Department of Education (“MDE”) and final approval by the SFA and the FSMC following MDE approval, and ending **June 30,** **2020**. The Contract may be renewed on an annual basis for up to four (4) one-year renewals, with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

In no event shall the contract be effective without the prior approval by MDE. Per 7 CFR 250.36 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

1. Before any fee increases can be implemented as part of a Contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of management and administrative fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers – Food Away from Home* annualized rate for December of the current school year, or a flat percentage rate of **3%**, whichever is less.
2. The RFP will be the basis for the Contract and execution of the “Agreement Page” attached to this RFP by the FSMC and the SFA, after the finalized Contract terms have been negotiated between the FSMC and the SFA and approved by the MDE, will constitute the execution of the entire “Contract,” which shall incorporate the Contract Documents as set forth below. The object of the Contract is to formalize in one document the complete Contract between the FSMC and the SFA, and to do so by specifically incorporating by reference into the Contract, the RFP, all addenda to the RFP, if any, the FSMC’s Proposal, and by including certain additional necessary or appropriate Contract terms, if any, particularly where the Contract terms agreed to by the FSMC and SFA during the RFP negotiation process do not correspond with the originally issued RFP and the Proposal. The Contract Documents, which all are incorporated herein by reference, include the following: (i) the Contract; (ii) the RFP including all attachments and addenda; and (iii) the FSMC’s Proposal. To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the order from (i) to (iii) referenced above. However, the parties also agree that where there is not a conflict between any of the terms and conditions contained in the above referenced Contract Documents, all of the Contract Documents shall be binding upon both parties, except to the extent any exceptions to the RFP contained in the FSMC’s Proposal are not expressly accepted by the SFA and made a part of the Contract. Aside from the adjustments and amendments referenced in Section (E) (2), supra, additional documents and/or agreements, including non-negotiated provisions developed by the FSMC, shall not become part of the executed Contract. Any additional documents resulting in a substantial change to the Contract awarded by the SFA will not be executed by the SFA without prior MDE approval. No other food service management contracts will be signed by the SFA.
3. All state agency-mandated changes to the terms of this Contract or any amendment will be incorporated therein before the SFA executes any Contract between it and the FSMC.
4. Any Bidder may withdraw its Proposal at any time prior to the scheduled date and time of receipt of Proposals. All Proposals must be valid for a minimum period of 180 days after the RFP opening.

## **BID PACKET RELEASE AND MANDATORY PRE-BID MEETING INFORMATION**

A copy of the RFP will be available on or before **March 6, 2019** for download from the SFA’s website as follows:

<http://www.clawsonschools.org/departments/business-office/>

Due to the complexity of the SFA’s food service program, all prospective Bidders must attend the **mandatory pre-bid meeting**, which will also include a walk-through of the facilities with school officials, on **March 13, 2019** at **10:00 am** at the following location: **Royal Oak Schools Administration Offices, 800 DeVillen, Royal Oak, Michigan 48073**. *This is a joint pre-bid meeting being held with Royal Oak Schools*. **Attendance is mandatory**. Bidders may not visit SFA facilities before or after this pre-bid meeting/site visit without the SFA’s prior written approval. Failure to familiarize themselves with the SFA facilities shall not be a reason to withdraw or change a Bidder’s Proposal.

Potential bidders are asked to bring their questions to the pre-bid meeting. The SFA will address these questions at that time and follow up via email. All other questions must be submitted to the SFA in accordance with Section C.7. above.

### **LATE BIDS**

Any Proposal received after the exact time specified for receipt will not be considered or opened publicly by the SFA and will be made available to the respective Bidder for pick-up, at its sole cost and expense, unopened.

### **BONDING REQUIREMENT**

Each Bidder shall submit with his/her bid a bid guarantee in the amount of five percent (5%) of the total bid price, which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier’s check or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid. [2 CFR 200.325 (a)]

### **GIFTS FROM FSMC**

The SFA’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State or Federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [2 CFR 200.318(c)(1)]

### **SELECTION OF MANAGER**

The SFA requests bids be submitted based upon a shared-time manager who will spend 30% of his/her time at Clawson Public Schools and 70% of his/her time at Royal Oak Schools.

The SFA reserves the right to interview and approve the on-site food service management. The FSMC will provide a Certified Food Manager for the Contract and per building site per regulations established by the Michigan Department of Agriculture (MDA) effective June 30, 2009. The SFA also reserves the right to request a different on-site food service manager(s) at any time during the term of the Contract. At a minimum, the FSMC’s operations office shall be adequately staffed from 7 a.m. to 4 p.m. during all days that school is in session. The FSMC agrees to advise the SFA on a mutually agreed upon monthly schedule regarding organization and operations matters concerning food services.

The SFA may retain a food service director or other personnel necessary to ensure a smooth transition to the FSMC and other oversight of the Contract specifications.

### **EMPLOYEES**

**Plan A:** The eight (8) current food service positions that are secured by the SFA through a third-party staffing company will be employed by the FSMC. The remaining six (6) food service employees of the SFA will continue to be employed by the SFA and those positions will become employees of the FSMC through an attrition model. The current food service staff who currently hold positions that will become part of the FSMC shall be notified of the opportunity to apply for employment with the FSMC.

**Plan B:** The FSMC will employ all necessary food service employees, excluding lunch aids/paraprofessionals. All current food service staff who currently hold positions that will become part of the FSMC shall be notified of the opportunity to apply for employment with the FSMC.

### **MEAL AND MEAL EQUIVALENTS**

For the purpose of making the meal count computation, the number of lunches, breakfasts, snacks, and suppers will be based on a projection. The number of lunches served will be determined by 1 lunch = 1 meal equivalent. The number of suppers served will be determined by 1 supper = 1 meal equivalent. The number of breakfasts will be determined by 2 breakfasts = 1 meal equivalent. The number of snacks will be determined by 3 snacks = 1 meal equivalent. The FSMC and SFA shall determine a la carte meal equivalents by dividing a projected net a la carte and catering revenue by the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and adults **less sales tax**. Any revenue generated from vending machine (beverage and snack) sales will NOT be included as part of the a la carte revenue.

### **FEES AND ALLOWABLE DIRECT COSTS (Cost Reimbursable Contract Only)**

The following definition is provided to clarify costs included in the administrative fee:

Centralized company administrative cost, data processing, generalized marketing, training of management in company-specific areas, and legal fees.

The following definitions are provided to clarify allowable direct costs:

“Food” is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered, and a la carte meals as specified under Terms and Conditions of this Agreement. This includes the cost of commodity handling and warehousing charges.

“Labor” is defined as and limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.

“Contracted Services” are costs incurred to pay for a service provided by another company. Typical costs would be laundry services, pest control, and periodic maintenance services. Those costs normally recognized as part of the FSMC administrative fee cannot be separately contracted for and charged to the SFA account.

“Transportation Cost” is cost incurred in operating a food service delivery vehicle. This would include gas, oil, tune-ups, and minor repairs. Cost of a purchased vehicle would be a capital expense.

“Non-food Expenses” are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and expenses as contractually obligated herein. Products embossed with the FSMC logo are not considered allowable direct cost items.

“Cost of Capital Equipment” is the cost of purchasing and installing equipment exceeding $5,000.00, which has had prior approval of the SFA.

These Allowable Direct Costs must be set forth and contained in the various line items on the FSMC’s proposed budget, provided as part of its Proposal which shall be attached to the Contract as an Exhibit, and shall be not-to-exceed amounts.

### **CAPTIONS**

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

## **GUARANTEED RETURN**

The SFA’s school food service program and nonprofit food service account shall not incur an operating deficit during or at the end of any fiscal year. The SFA requests a guaranteed return of at least **$15,000** for the school food service.

Any guaranteed return promised by the FSMC must remain in the nonprofit food service account. The FSMC agrees to bear responsibility for failure to meet this goal. Returns cannot be contingent upon multi-year duration.

## **FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)**

## The SFA does not participate in the Fresh Fruit and Vegetable Program.

### **PROFESSIONAL STANDARDS**

The [final rule](http://www.fns.usda.gov/professional-standards-state-and-local-school-nutrition-programs-personnel-required-healthy-hunger-0), “Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010,” became effective July 1, 2015.  Professional Standards resources can be located on the USDA website at [USDA, School Meals, Professional Standards](http://www.fns.usda.gov/school-meals/professional-standards) http://www.fns.usda.gov/school-meals/professional-standards.

The School Food Authority (SFA) and the Food Service Management Company (FSMC) must adhere to the hiring, training, and oversight standards set forth in the final rule, as well as any subsequent USDA or MDE guidance/policies/procedures in relation to the final rule. ([USDA Final Rule - SP38-2016](http://www.fns.usda.gov/sites/default/files/cn/SP38-2016os.pdf) http://www.fns.usda.gov/sites/default/files/cn/SP38-2016os.pdf).

The SFA may delegate to the FSMC the responsibility to coordinate/provide/conduct trainings in accordance with the final rule.  Training responsibility will be identified on the *Cost Responsibility Detail* page of the *Information Section*. The FSMC must annually provide documentation to the SFA showing compliance with the required training hours and topics completed by food service personnel.

## **STANDARD TERMS AND CONDITIONS**

### **SCOPE AND PURPOSE**

1. The Food Service Management Company (FSMC) shall operate in conformance with the School Food Authority’s (SFA) National School Lunch/USDA Foods Distribution, Special Milk, Summer Food Service, Afterschool Snack, and Breakfast Programs Permanent Agreement with the Michigan Department of Education (MDE) and attachments.
2. The FSMC, as an independent contractor, shall have the exclusive right to operate the National School Lunch Program (NSLP), and/or School Breakfast Program (SBP), and/or Special Milk Program (SMP), and/or Summer Food Service Program (SFSP), and/or Child and Adult Care Food Program (CACFP).
3. The FSMC shall be an independent contractor and, except as otherwise expressly stated herein, not an SFA agent or representative. The employees of the FSMC are not employees of the SFA. All FSMC employees shall remain directly accountable to the FSMC for the duration of this Contract. Except as otherwise expressly stated in this Contract, the FSMC has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this Contract.
4. FSMC shall manage SFA’s food service program for the benefit to SFA’s students, faculty and staff. All Federal and State reimbursements and cash receipts shall be utilized solely in SFA’s food service program or for the improvement of such food service program. All cash receipts shall be turned over to SFA for deposit in SFA’s food service account.
5. All income accruing as a result of payments by children and adults, federal reimbursements and state aid (i.e., 31d, 31f, 31a At-Risk), and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA’s food service account. Any profit or guaranteed return shall remain in the SFA food service account. The SFA and FSMC 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 7 CFR 210.16 (c), 2 CFR 200.323 (d).
6. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture (USDA) regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a)(2)]
7. The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.
8. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk and a la carte prices. [7 CFR 210.16 (a)(4)]
9. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA will be billed for the actual cost of food, supplies, and labor, plus a **markup** (**as documented on the FSMC signed and dated bid sheet**) and the FSMC overhead and administrative expenses, if applicable, for providing such service. If FSMC overhead and administrative expenses apply, FSMC must provide SFA with a detailed breakdown of the charges. USDA Foods shall not be used for these special functions.
10. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA’s food service with classroom instruction in accordance with the school district’s Wellness Plan and Policy and Regulation, the SFA’s Food Service Management Policy and Regulations, as well as the SFA’s Food Allergies Policy and Regulation. The FSMC shall comply with the current SFA Wellness Policy and regulations, as well as the American Beverage Association guidelines regarding beverages served. Single-serving snacks shall meet the guidelines set forth in the SFA’s Wellness Policy. These requirements are subject to any revisions to federal regulations.
11. The FSMC shall conduct program operations in accordance with, and comply with the rules and regulations of the MDE and the USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 225, 226, 235, 245, and 250; 2 CFR Part 200; and FNS instructions, final rules and policies, as applicable.
12. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume their regular 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 the Food and Nutrition Service, USDA. Such statement shall, in the case of a student with a disability, be signed by a medical doctor or, in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions. [7 CFR 210.10 (g)]
13. The FSMC shall, on a monthly basis, invoice the SFA a sum not to exceed the amount necessary to cover the FSMC’s Allowable Direct Costs for the Food Service Program. FSMC shall provide copies of all actual invoices for purchases from each vendor, along with a reconciled monthly statement with all Allowable Direct Costs and the following: (a) management fee; (b) administrative fee; and (c) operating expenses. Payment of undisputed amounts in each invoice shall be due within thirty (30) days of the date the SFA receives the monthly invoice. Payments of disputed amounts will be delayed unless FSMC is able to resolve the matter to the SFA’s satisfaction within ten (10) business days prior to payment due date. The SFA will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to FSMC’s failure to timely resolve the matter as set forth above. If the SFA agrees in writing that payments of disputed amounts in invoices are subject to a mutually agreeable finance charge, any such finance charges agreed to in writing cannot be paid from the SFA’s non-profit food service account.
14. The FSMC shall accurately maintain a comprehensive list of all products offered in the food service program and shall make such list available on the SFA’s website, so that parents can easily view ingredients, nutritional information, and allergen information for any product offered.
15. The SFA currently provides a transportation vehicle (truck and fuel) and the FSMC provides the driver to transport food deliveries between SFA buildings and to collect and turn over to the SFA, all cash receipts at a night deposit box for the SFA’s food service account on a daily basis. The SFA intends to continue this arrangement to operate this component of the food service program.
16. All Allowable Direct Costs to be incurred in connection with the FSMC’s operation of the food service program shall be set forth and contained in the various line items on the proposed budget, which shall mutually agreeable to both parties and shall be attached to the Contract as an exhibit and shall be not-to-exceed amounts. Unless agreed to in writing and in advance, the SFA shall not be responsible for any costs in excess of those contained the proposed budget. The FSMC shall submit a proposed budget in its Proposal for the SFA’s review and approval.

### **SIGNATURE AUTHORITY**

1. The SFA retains signature authority for the application/Contract to participate in the NSLP, and/or SBP, and/or SMP, and/or SFSP, and/or CACFP including, but not limited to the Application Renewal, the Verification of Application Form, and letters to the MDE to amend the application. [7 CFR 210.16 (a) (5)]
2. The SFA shall retain signature authority for the Monthly Claim for Reimbursement. [7 CFR 210.16 (a)(5)]
3. The SFA shall not delegate signature authority to the FSMC in any of the areas identified in paragraphs A and B above.

### **FREE AND REDUCED PRICE MEALS POLICY**

1. The SFA shall be responsible for or may delegate to the FSMC the establishment and maintenance of the free and reduced price meals eligibility roster. [Food Service, Administrative Policy #3, SY 2008-2009]
2. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in its application to participate in the Child Nutrition Programs and approved by the MDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under 7 CFR Part 245.8. The SFA shall evaluate the monthly meal claim information submitted by the FSMC and verify that the information is accurate before submitting a claim for reimbursement. [Food Service, Administrative Policy #3, SY 2008-2009]
3. The SFA shall be responsible for or may delegate to the FSMC the development, distribution, and collection of the parent letter and application for free and reduced price meals and/or free milk. [Food Service, Administrative Policy #3, SY 2008-2009]
4. The SFA shall be responsible for or may delegate to the FSMC the responsibility for accessing the direct certification report available from the Center for Educational Performance and Information (CEPI) each year or eligible students for free meals. Students on this report will not require an application from the parent/guardian. [Food Service, Administrative Policy #3, SY 2008-2009]
5. The SFA shall be responsible for or may delegate to the FSMC the responsibility for the determination of eligibility for free and reduced price meals and free milk. Neither the SFA nor the FSMC will disclose confidential information that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used. The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student’s eligibility status. [Food Service, Administrative Policy #3, SY 2008-2009]
6. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk. [Food Service, Administrative Policy #3, SY 2008-2009]
7. The SFA shall be responsible for or may delegate to the FSMC the responsibility for verifying applications for free and reduced price meals, as required by federal regulations. [Food Service, Administrative Policy #3, SY 2008-2009]
8. The SFA shall be responsible for performing the annual on-site review. [Food Service, Administrative Policy #3, SY 2008-2009]
9. The SFA shall retain responsibility for completing the tasks described in paragraphs B, F, and H and may delegate those tasks in paragraphs A, C, D, E, and G to the FSMC to complete on its behalf and if delegated, there shall be no additional charge to the SFA.

### **USDA FOODS**

1. Any USDA Foods received by the SFA and made available to the FSMC or received by the FSMC on behalf of the SFA must accrue solely to the benefit of the SFA’s non-profit school food service program and shall be fully utilized therein. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA’s food service program, including the value of USDA Foods contained in processed end products, in accordance with 7 CFR 250.51 (a).
2. The SFA shall retain title to all USDA Foods. [7 CFR 250.13 (c)]
3. The FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. [7 CFR 250.50 (d)]
4. The FSMC shall select, accept, and use the USDA Foods in as large quantities as may be efficiently utilized in the SFA’s non-profit food service, subject to approval of the SFA.

**The FSMC must utilize no less than 95% of the SFA’s overall entitlement.** If less than 95% is spent, the FSMC must submit justification of the underutilization of this federal program to the SFA as part of their mandatory annual reconciliation of USDA Foods.

Furthermore, the SFA will use all donated ground beef and ground pork products, and all processed end products in the SFA’s food service, and all other USDA Foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA’s food service. [7 CFR 250.51 (d)]

1. The FSMC shall collaborate with the SFA on the selection of USDA Foods and they will accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA’s non-profit food service on a monthly basis to ensure they will not accumulate excess inventory.

If the current selection of USDA Foods cannot be utilized in the food service program, either the SFA or FSMC must work directly with the SFA’s chosen consortium to trade or obtain a different selection of food items prior to delivery to the FSMC or SFA. USDA Foods entitlement can be spent on a value-added (brown box), processed USDA Foods, or Department of Defense (DoD) fresh produce.

1. The FSMC shall store and account for all USDA Foods separately from purchased food unless the SFA has chosen not to maintain a separate inventory. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of all USDA Foods. The FSMC shall submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods. Quarterly physical inventories of all USDA Foods must be conducted by the FSMC and supervised by the SFA. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of the USDA Foods. [7 CFR 250.16 (a)(6) and 250.52 (b)]
2. The FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA. The FSMC must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of USDA who may perform onsite reviews of the FSMC’s food service operation to ensure compliance with the requirements for the management and use of USDA Foods [7 CFR 250.54 (d)(1) and (2)]
3. The SFA must provide the FSMC with a copy of the quarterly Recipient Entitlement Balance Report from the Consortia.
4. The values of all USDA Foods are to be based on the values at the time the SFA receives the USDA Foods from the Distributing Agency and are to be based on the USDA Commodity Value Listing pertinent to the time period. This listing is available from the following website:

[USDA, Food Distribution, Processor Pricing Reports](http://www.fns.usda.gov/fdd/processor-pricing-reports) http://www.fns.usda.gov/fdd/processor-pricing-reports

**School Year (SY) 2019 Material Pricing Information**

Average Price File for Processors for SY 2019

1. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received for use by the FSMC during the school year. [7 CFR 250.53 (a)(1)]

The SFA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations. [7 CFR 210 and 7 CFR 250]

1. The FSMC shall be liable for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods and shall credit the SFA either monthly or through a year-end reconciliation. [7 CFR 250.15 (c)]
2. The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during the time of this agreement. If an agreement cannot be reached, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
3. Upon termination of the contract, the FSMC must return all unused donated ground beef, ground pork, processed end products, and at the SFA’s discretion, return other unused donated foods. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA’s meal service in a school year. [7 CFR 250.52 (c)]

### **HEALTH CERTIFICATIONS**

1. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. [7 CFR 210.16 (a) (7)]
2. The FSMC shall maintain, for the duration of the contract, state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c)(2).

### **MEALS**

1. The FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The FSMC shall serve the best interests of the SFA. The SFA shall retain control of the quality, extent, and specific nature of the entire food service operation. The FSMC shall maintain the current SFA standard of food quality, service, menu variety and food appearance. The FSMC shall meet or exceed the SFA’s specifications for food items purchased, entrée item appearance and entréeitems served.The FSMC shall operate the food service program utilizing substantially the same food specifications and products currently used by the SFA and shall not modify, change or downgrade the food specifications and products in any way unless approved in advance and in writing by the SFA. The SFA has final authority over which food products are offered/served in the food service program and to determine, in its sole and absolute discretion, if the proposed food specifications and products are substantially equivalent. [7 CFR 210.16 (a) (4)]
3. The FSMC shall offer free, reduced price, and paid reimbursable meals to all eligible children participating in the SBP and NSLP.
4. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price, and paid reimbursable meals to all eligible children. [7 CFR 210.16 (a)]
5. The FSMC shall serve reimbursable lunches, breakfasts, and snacks pursuant to the SBP and NSLP where indicated on the enclosed *School District Information* Forms.
6. The FSMC shall serve reimbursable milk pursuant to the Special Milk Program (SMP), where indicated on the enclosed *School District Information* forms.
7. The FSMC shall promote maximum participation in the Child Nutrition Programs.
8. The FSMC shall provide the specified types of service in the schools/sites listed in the *School District Information* forms, which is hereby in all respects made a part of this Contract.
9. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
10. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern in accordance with 7 CFR 210.10, or that do not otherwise meet the requirements of the contract. [7 CFR 210.16 (c)(3)]
11. The FSMC shall sell at any SFA facility only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA. Additionally, all FSMC beverage and snack purchases/sales at any SFA facility shall be in accordance with the SFA’s exclusive beverage contract/agreement, as that may be amended from time-to-time. These requirements are subject to revisions to federal regulations.
12. The SFA requires food specification standards that meet and/or exceed the Standard food specifications from the Michigan Department of Education (MDE). Any Proposal submitted that is not based upon the current food specifications and products currently offered by the SFA may be rejected. This requirement is intended to protect the quality and integrity of the upgraded foods currently offered by the SFA. The SFA specified food products shall supersede any MDE specifications where an essentially similar product is listed.

### **BOOKS AND RECORDS**

1. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA no later than fifteen (15) calendar days of the succeeding month in which services were rendered. Participation records shall be submitted in a timely manner to facilitate claims submission no later than the eighth (8th) day of the succeeding month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
2. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly bill/invoice.
3. The SFA and the FSMC must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of USDA to conduct the SFA’s single audit. [7 CFR 210.22]
4. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors, or longer should any audit for that time still be open.
[7 CFR 210.23 (c) and 250.16 (b)]
5. If audit findings regarding the FSMC’s records have not been resolved within the three (3) year period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23 (c) and 250.16 (b)]
6. The FSMC shall not remove state or federal required records from SFA premises upon Contract expiration or termination.
7. The SFA shall conduct a quarterly internal review of all records and documentation associated with the procurement of food and non-food items to ensure that the FSMC is complying with all applicable competitive procurement procedures according to 2 CFR Part 200.
8. The FSMC shall surrender to the SFA upon expiration or termination of the Contract all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation.
9. FSMC shall purchase all food and other supplies required under this Contract on the SFA’s behalf, provided however, that all food and supplies used in the food service program shall be the same as the SFA’s current food specifications and products, which may require to use specific vendors and products. Title to all food purchased by the FSMC on behalf of the SFA shall remain with the SFA at all times. Such food and supplies shall be kept separate and apart from other SFA property unless the SFA has chosen not to maintain a separate inventory. FSMC and SFA shall jointly inventory all purchased food and supplies at both the beginning and the end of the Contract’s term. The SFA shall have access to the records of the food and supplies purchased to review and audit as it deems necessary.
10. FSMC shall purchase all food and supplies for the SFA at the lowest prices possible consistent with maintenance of quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All such transactions shall meet USDA procurement standards, as well as comply with MCL 380.1274, and all SFA policy, procedure, rules and regulations pertaining thereto.
11. Lunch account payments shall be accepted by FSMC in all forms. Forms of payment shall include cash before or after meal times, cash during meal time, checks and checks before or after meal times, and on-line payments utilizing the SFA’s point-of-sale system.
12. The FSMC shall offer meals daily to all students and shall include students who consistently maintain negative account balances. No collection agency shall be utilized. The FSMC shall make every attempt to collect the debt, including mailings in US mail, email notices, and phone calls to parents in accordance with the SFA’s prior written approval only.

### **EMPLOYEES**

1. The SFA shall have final approval authority regarding the FSMC’s hiring of a site manager.
2. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The 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. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. All such policies shall be subject to SFA review upon demand.
3. The FSMC shall provide Workers’ Compensation coverage for its employees.
4. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA’s premises as established by the SFA and which are furnished in writing to the FSMC.
5. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
6. Staffing patterns shall be mutually agreed upon by the SFA and FSMC.
7. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
8. The FSMC shall not hire employees in excess of the number required for efficient operation.
9. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
10. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
11. The FSMC acknowledges and agrees that it and all of its employees who provide services to the SFA on a regular and continuous basis are subject to the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The FSMC acknowledges and agrees that FSMC will have any and all of its agents, employees or representatives who will be on any SFA premises on a regular and continuous basis to carry out the services (including all substitute personnel) contemplated by this Contract, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract. These criminal background checks must be completed through the SFA by having all applicable FSMC personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the SFA, or if permitted by law, having said FSMC personnel provide written notification to the SFA that said individual has previously completed fingerprinting and a criminal history and background check as a FSMC employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an “Agency”) and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the FSMC acknowledges and agrees that the FSMC personnel will be required to undergo the full fingerprinting and background check process. If FSMC wishes to receive a copy of any report that may be provided to the FSMC under applicable law, it shall have the FSMC employee provide written consent to the SFA acknowledging its consent to provide FSMC with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the FSMC represents and warrants to the SFA that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all its personnel to report to the SFA within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the SFA’s premises to carry out the Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the SFA if that person is subsequently convicted, plead guilty or plead no contest to that crime. The FSMC shall indemnify, defend and hold the SFA, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys’ fees and actual expert witness fees, arising out of or in connection with any violation of, or the FSMC’s (or its employees’ or agents’) failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The FSMC shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The FSMC shall supply all necessary data and information, as requested by the SFA, to enable the SFA to properly submit FSMC and its employees and agents for inclusion in the State of Michigan Department of Education’s list of “registered educational personnel.” The FSMC acknowledges and agrees that all background checks must be completed through the SFA and the SFA will not accept any background checks conducted through the FSMC.

Additionally, as set forth in Public Act 84 of 2006, the FSMC shall not assign any employee or agent of the FSMC to provide services under this Contract who has been convicted of:

1. Any “listed offense” as defined under Section 2 of the Michigan Sex Offenders Registration Act, MCL 28.722.
2. Any offense enumerated in Sections MCL 380.1535a or 380.1539b or the Revised School Code, MCL 380.1535a; 380.1539b, for positions requiring State Board of Education approval.
3. Any offense of a substantially similar enactment of the United States or another State.
4. Any felony, provided that with prior written approval of the SFA’s Superintendent and its Board of Education an individual regularly and continuously providing services under this Agreement at the SFA may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the SFA, such individual’s presence will not pose a danger to the safety and security of the SFA students or employees.
5. Any offense that would, in the judgment of the SFA, create a potential risk to the safety and security of the students served by the SFA or employees of the SFA.

The SFA reserves the right to refuse FSMC’s assignment of any individual, agent, or employee of FSMC to render services under this Agreement where the criminal record history of the individual (including any pending criminal charges) indicates the individual does not comply with Public Act 84 of 2006, in the SFA’s judgment, is unfit to perform services under this Contract.

The FSMC agrees that it shall pay the costs associated with criminal history checks and criminal record checks required under this Contract and which are accomplished in order to comply with Section 1230 and 1230a of the Revised School Code with respect to FSMC’s employees and agents.

1. Notwithstanding the provisions of Section VIII and its subparts, the SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of the students.
2. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
3. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.
4. Neither party shall during the term of the Contract or one year thereafter solicit to hire, hire, or contract with the other party’s supervisory employees. If this provision is breached, the breaching party shall pay and the injured party shall accept as liquidated damages an amount equal to six (6) months of the annual wages of the relevant employee.

### **DESIGNATION OF PROGRAM EXPENSE**

1. The FSMC guarantees to the SFA that the bid price per meal and meal equivalent shall include the expenses as designated under the FSMC column for the *Cost Responsibility Detail Sheet*. The FSMC shall be responsible for negotiating/paying all employees’ fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
2. The SFA shall pay those expenses as designated under the SFA column of the *Cost Responsibility Detail Sheet*.

### **PAYMENTS AND FEES**

1. All bids shall be calculated based on the information provided by the SFA in the *Information Section* of this solicitation. All bids shall be submitted using the Bid Sheet – Cost Reimbursable Contract form.
2. Allowable costs will be paid to the FSMC from the SFA’s non-profit food service account. Such payment will be net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC and any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. All payment discounts, rebates and allowances obtained from vendors must go to the SFA’s food service account. [7 CFR 210.21 (f)(i)]
3. The FSMC must designate its costs to the SFAs as follows:

The FSMC must exclude all unallowable costs from its billing documents and certify that: (1) only allowable costs are submitted for payments; and (2) records have been established that maintain the visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. [7 CFR 210.21 (f)(ii)(B)]

1. The FSMC’s determination of its allowable costs must be made in compliance with applicable USDA and program regulations, and United States Office of Management and Budget cost circulars. [7 CFR 210.21 (f) (iii)]
2. The FSMC must identify the amount of each discount, rebate, and other applicable credit on **each** bill or invoice presented to the SFA for payment and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit. [7 CFR 210.21 (f) (iv)]
3. The FSMC shall identify the method by which it will report discounts, rebates, and other applicable credits allocable to the Contract which are not reported before the contracts termination. [7 CFR 210.21(f)(v)] In the event that discounts, rebates and/or other applicable credits allocable to this Contract are earned by FSMC subsequent to the expiration and/or termination of this Contract, FSMC shall report such discounts, rebates and other applicable credits to SFA by way of a supplemental report. To the extent that such discounts, rebates and/or other applicable credits were not previously credited to SFA, FSMC shall refund the amount of such discounts, rebates and/or other applicable credits to SFA subject to any necessary supplemental reconciliation of the final operating statement provided by FSMC to SFA for the final year of the Contract. [7 CFR 210.21(f)(v)]
4. The FSMC shall maintain documentation of costs and discounts, rebates, and other applicable credits, which shall be furnished upon request to the SFA, MDE, and/or the USDA. [7 CFR 210.21 (f)(vi)]
5. The FSMC must credit the SFA monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. [7 CFR 250.51 (a)]
6. The FSMC shall submit separate billing for special functions as outlined under the Standard Terms and Conditions section of this Contract.
7. The FSMC shall assume responsibility for payment of all vendor bills and accounts and invoice the SFA for these costs.
8. The FSMC and SFA shall determine a la carte meal equivalents by dividing the net a la carte and catering revenue by the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and adults **less sales tax**. Revenue from vending machine sales (beverage) will **NOT** be included as part of the a la carte revenue. Revenue from vending machine sales (snack) will **NOT** be included as part of the a la carte revenue.

### **MONITORING**

1. The SFA shall monitor the food service operation of the FSMC through periodic onsite visits to ensure that the food service is in conformance with all USDA program regulations. [7 CFR 210.16 (a)(3)]
2. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, MDE, and the SFA upon request for the purpose of auditing, examination, and review. [7 CFR 210.15]
3. On a monthly and at least quarterly basis, the SFA shall conduct an internal reconciliation of invoices and supporting documentation to verify the accuracy of fees, allowable/unallowable costs, rebates, discounts, purchase credits, and USDA Food usage credits in accordance with 7 CFR 210.21 (f)(iv) and (vi); 250.51 (b) and Food Service Contracts Administrative Policy Memo #3, SY 2018-2019.

### **USE OF ADVISORY GROUP/MENUS**

1. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents to assist in menu planning.
2. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for: **SBP** and **NSLP**,included in the RFP. Any changes made by the FSMC after the first twenty-one (21) day menu for the NSLP, and/or SBP and/or SFSP, and/or CACFP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

### **USE OF FACILITIES, INVENTORY, EQUIPMENT, AND STORAGE**

1. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
2. The SFA may request of the FSMC additional food service programs. If the addition is a Child Nutrition Program not identified in the original RFP, prior to implementation the SFA must notify MDE and discuss whether the addition constitutes a material change to the Contract. (Food Service Contracts Administrative Policy Memo #2, SY 2018-2019)

This does **not** include the expansion of food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid (see Information Section of the original bid packet). The SFA may refer these entities to MDE for proper procurement procedures.

1. Per 7 CFR 210.11, competitive food refers to all food and beverages sold to students on the school campus during the school day, other than those meals reimbursable under the Child Nutrition Programs.

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.

The FSMC and the SFA shall adhere to USDA requirements of final rules relating to competitive foods, including the Smart Snacks rule that became effective July 1, 2014.

1. The FSMC and SFA shall inventory the equipment and USDA Foods owned by the SFA including, but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive school year if the renewal option is utilized.
2. The 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 the SFA.
3. The 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 the FSMC, unless otherwise identified on the *Cost Responsibility Detail Sheet.*
4. The SFA will have final, prior approval authority for the purchase of all equipment to be used in the storage, preparation, and delivery of school meals. Title to the property must be vested with the SFA when the equipment is placed in service by the FSMC. Upon written agreement of the parties, the purchase amount shall be amortized on a straight-line depreciation basis beginning on the date upon which the equipment is placed in service, for a length of time upon which the parties shall mutually agree. If the agreement is terminated or non-renewed for any reason prior to full amortization, the SFA may: (1) retain the property and continue to make payments in accordance with the amortization schedule, or (2) return the property in full release of the unpaid balance.
5. Equipment purchases must be submitted to the MDE School Nutrition Programs unit for review and approval in accordance with the stipulations set forth in MDE Food Service Administrative Policy #13, SY 2014-2015.
6. The FSMC shall maintain adequate storage, inventory, and control of USDA donated foods in conformance with the SFA’s agreement with the Michigan Department of Education.
7. The SFA shall provide the FSMC with local telephone service.
8. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
9. The SFA 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 the FSMC.
10. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
11. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
12. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
13. The SFA shall have access, with or without notice, to all of the SFA’s facilities used by the FSMC for purposes of inspection and audit.
14. The FSMC shall not use the SFA’s facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
15. The SFA, on the termination or expiration of the Contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
16. The FSMC shall surrender to the SFA upon termination of the Contract all SFA equipment and furnishings in good repair and condition.
17. The FSMC and the SFA shall inventory the equipment, food, non-food and commodities owned by the SFA. This will be performed at the beginning of the Contract and at the beginning of each successive school year if the renewal option is utilized. Additionally, the FSMC shall annually reconcile all equipment and commodities owned by the SFA and provide said reconciliation to the SFA. Prior to the commencement of operations under the Contract, FSMC and SFA shall jointly inventory all non-food, food, commodities and supplies ("Opening Inventory"). The FSMC and the SFA shall mutually agree in writing to the value of such Opening Inventory. The FSMC shall have the right to use the Opening Inventory in connection for the SFA’s food service program. During the term of the Contract, title to all equipment, commodities, food and other supplies required under the Contract and purchased by the FSMC on the SFA’s behalf shall remain with the SFA and the FSMC shall maintain the inventory of food, commodities and supplies in reasonable volumes that can be exhausted readily (i.e., in such a manner as to not “stockpile” the food and/or supplies). The charges to replenish such non-USDA commodities food and supplies inventories shall be charged as an Allowable Direct Cost and shall be reimbursed by the SFA. At the expiration or termination of the Contract, the FSMC and SFA shall jointly take a “Closing Inventory” of all such food, commodities and supplies. The value of the inventories shall be determined by actual invoice prices, less all applicable discounts, rebates and other credits. If the Opening Inventory is greater than the Closing Inventory, the difference shall be credited against amounts due FSMC on FSMC's final billing to SFA. Notwithstanding the foregoing, if, at the expiration or termination of the Contract, the Closing Inventory contains food, commodities and/or supplies that the SFA reasonably determines to be in excessive amounts (i.e., stockpiled) the SFA shall not be liable or charged for the excess amounts and the Closing Inventory will be adjusted accordingly.
18. The SFA will make available without any cost or charge to the FSMC the current SFA Point of Sale System (POS) (MiStar). Annual maintenance costs for this system shall be borne directly by the SFA’s food service account as permitted by law. The FSMC must implement and utilize the current POS as part of the food service program unless otherwise agreed to by the SFA in writing.
19. Some SFA buildings have a School Store that is operated by SFA and/or its students. Direct competition can be expected from the store in the form of single-serving snacks and beverages which may, or may not meet the SFA policy requirements, although the school store and other fundraisers will be operated in a manner consistent with the HHFKA and the Smart Snacks provision. These sales may compete directly with meal and a la carte sales.

### **PURCHASES**

1. The FSMC shall purchase all food and supplies at the lowest price possible consistent with maintaining quality standards and in full compliance with 7 CFR Parts 210, 215, 220, 225, 226, 245, and 250 and Office of Management and Budget (OMB) Super-Circular 2 CFR 200 (replacing Circulars A-21, A-87, A-110, A-122, and A-133; and 7 CFR Parts 3016 and 3019). The FSMC shall also purchase all food in accordance with the SFA’s food and product specifications, which may include the use of certain local and/or national vendors, in order to maintain the SFA’s current food and product offerings.
2. This Contract shall not prevent the SFA from participating in food consortia. If the SFA does purchasing, the FSMC’s may not limit SFA selection of vendors to only FSMC-approved vendors.

### **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 areas as indicated on the *Cost Responsibility Detail Sheet*.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
5. The SFA shall clean ducts and hoods above the filter line.
6. The SFA shall provide extermination services as needed.
7. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

### **LICENSES, FEES, AND TAXES**

1. The FSMC shall be responsible for paying all applicable taxes and fees including, but not limited to, excise tax, state and local income tax, and payroll and withholding taxes for FSMC employees. The FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document.
2. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The FSMC shall comply with all SFA building rules and regulations.

### **INSURANCE AND INDEMNIFICATION**

1. The FSMC shall obtain and keep in force during the term of this Agreement, for the protection of the SFA and FSMC, and naming the SFA as an additional insured, Comprehensive General Liability Insurance to include but not limited to Personal Injury Liability, Property Damage Liability, Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under this Contract. Minimum coverage shall be $1,000,000 per incident/person $3,000,000 aggregate. The FSMC shall also maintain automobile liability insurance with the minimum limits of $1,000,000 per occurrence covering any automobiles used by the FSMC to perform any services under the Contract.
2. A Certificate of Insurance of the FSMC’s insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this RFP shall provide that the insurer will provide notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.
3. The SFA shall keep its buildings, including the premises and all property contained therein, insured against loss or damage by fire, explosion, and similar casualties.
4. The FSMC shall provide worker’s compensation and unemployment insurance for its employees as specified in the *Cost Responsibility Detail Sheet*.
5. The FSMC shall indemnify, defend and hold harmless the SFA, or any employee, administrator, board members (in their individual and official capacities), or agent of the SFA, from and against all claims, damages, losses, and expenses (including attorneys’ fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the FSMC’s acts, or omissions, willful misconduct, or breach of the FSMC’s obligations under the Contract by the FSMC and its agents, servants or employees, or other persons under its supervision or direction.
6. The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA’s sole acts or omissions.

### **PROPRIETARY INFORMATION**

1. During the term of the Agreement, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC’s business or the business of any affiliate of the FSMC.
2. To the extent permitted by law, the SFA shall not disclose any of the FSMC’s proprietary information or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract.
3. The SFA agrees that all proprietary computer software programs, marketing, and promotional literature and materials used by the FSMC and the SFA’s premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of the FSMC.
4. Upon termination of the Contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
5. The FSMC acknowledges that, during the course of this Contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at great expense by the SFA. The FSMC recognizes these to be unique assets of the SFA’s business. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Contract.

### **NON-DISCRIMINATION**

The parties to this contract agree not to discriminate against any employee, applicant for employment, student, or other recipient of services under this contract due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status, or other legally protected classification. Breach of this section shall be regarded as material breach of this Contract.

### **EMERGENCY CLOSING**

1. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
2. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

### **TERM AND TERMINATION**

1. This Contract shall become effective on **July 1,** **2019,** or upon written acceptance of the Contract by the Michigan Department of Education, whichever occurs last, and terminate on **June 30,** **2020,** with up to four (4) one-year renewals with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)] Per 7 CFR 250.53 (a)(12), Contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
2. The SFA or the FSMC may terminate the Contract with or without cause by giving sixty (60) days written notice. The SFA or the FSMC may terminate the Contract without cause by giving sixty (60) days prior written notice. The SFA or the FSMC may terminate the Contract for “Cause” upon thirty (30) days prior written notice to the other party. For purposes of the Contract, “Cause” shall mean the material breach of any provision thereof. The non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment of undisputed amounts when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Contract upon expiration of such remedy period. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
3. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.
4. If, at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate the Contract by giving thirty (30) days’ written notice to the FSMC.

### **NON-PERFORMANCE BY FSMC**

1. In the event of the FSMC’s non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The FSMC shall pay to the SFA the full amount of any meal overclaims and fees associated with those overclaims, which are attributable to the FSMC’s negligence, including those overclaims and associated fees based on review or audit findings, which occurred during the effective dates of the original and renewal years of the Contract.

### **CERTIFICATIONS**

1. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
2. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any workweek.
3. The FSMC shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR Part 60. **The FSMC shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).**
4. The FSMC shall comply with all applicable civil rights laws, as amended which include, but are not limited to: Title VI and the Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.
5. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, 7 CFR Part 250.23.
6. Where applicable, the SFA or FSMC shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required [7 CFR 226.22(f)].
7. The FSMC **has signed** the Certification of Independent Price Determination, which was attached as an addendum to the FSMC’s bid and which is incorporated herein by reference and made a part of this Contract.
8. The FSMC **has signed** the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the FSMC’s bid and which is incorporated herein by reference and made a part of this Contract.
9. The FSMC **has signed** the Certification Regarding Clean Water and Air, which was attached as an addendum to the FSMC’s bid and which is incorporated herein by reference and made a part of this Contract.
10. The FSMC **has signed** the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the FSMC’s bid and which is incorporated herein by reference and made a part of this Contract.
11. The FSMC **has signed** the Certificate of Compliance with Michigan Public Act 517, which was attached as an addendum to the FSMC’s bid and which is incorporated by reference and made a part of this Contract.

### **MISCELLANEOUS**

1. Except as otherwise expressly stated, this contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Michigan.
2. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract**.
3. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
5. 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 the SFA are to be used.
6. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
7. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
8. This Contract is subject to review and approval by the Michigan Department of Education.
9. All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, or by 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 forth in a notice given in the same manner).

To SFA: Clawson Public Schools

 Attn: Superintendent

 626 Phillips Avenue

 Clawson, Michigan 48017

To FSMC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 States mail or courier service for delivery to that person or, in the case of facsimile transmission when received.

1. The FSMC shall comply with all applicable provisions of the Family Educational Rights and Privacy Act (“FERPA”).
2. The SFA may charge the non-profit food service program account up to fifteen percent (15%) for indirect costs associated with the operation of the food service program.
3. The FSMC shall be responsible for collection of taxes assessed on all food sales. The FSMC shall promptly provide all necessary documentation to the SFA to enable the SFA to remit all taxes assessed on all food sales.
4. The FSMC agrees to participate in a “transition meeting” with the SFA to coordinate the transition of the food service program. Additionally, the FSMC shall participate in an “expectations meeting” annually with the SFA, which first meeting shall occur within fifteen (15) days of the commencement of the Contract.

## **AGREEMENT PAGE – New Contract**

**Original Contract SY 2019-2020**

This Bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

The SFA issued the RFP and received the FSMC’s proposal in response thereto. The object of the Contract is to formalize in one document the complete agreement between the parties, and to do so by specifically incorporating by reference into the Contract, the RFP, all addenda to the RFP, if any, the FSMC’s Proposal, and by including certain additional necessary or appropriate contract terms, particularly where the contract terms agreed to by the parties during the RFP negotiation process do not correspond with the originally issued RFP and the Proposal. The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representative on this day and year.

**Bid Sheet Selected by SFA for Award**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert plan type and/or advance payment option upon final bid award approval)

**Attest: SCHOOL FOOD AUTHORITY:**

 **CLAWSON PUBLIC SCHOOLS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness for SFA Signature of SFA Representative

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

**Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Food Service Management Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness for FSMC Signature of FSMC Representative

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

**SUCCESSFUL**

## **BIDDER**

## **CERTIFICATIONS**

The SFA must have its recommended successful bidder provide the following required certifications:

**Certificate of Independent Price Determination**

**Suspension and Debarment Certification**

**Clean Air and Water Certificate**

**Disclosure of Lobbying Activities**

**Certificate of Compliance with Public Act 517**

The Certificate of Independent Price Determination will need to be signed by the SFA and submitted with the final contract for MDE approval.

**A copy of each certificate will be retained by the school district for its file.**

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