

# Fairfield PUBLIC SCHOOLS CONNECTICUT

## REQUEST FOR PROPOSAL/CONTRACT: FOOD SERVICE MANAGEMENT COMPANIES

**RESPONSE DUE DATE: March 30, 2016, 11:00 a.m.**

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This institution is an equal opportunity provider.

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**SECTION A: General Information**

**A.1. Purpose of this request for proposal (RFP):**

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and Fairfield Public Schools, hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently the SFA’s food service program includes the following programs and options:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP)   |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP)        | <input type="checkbox"/> At-Risk Afterschool Snack                   |
| <input type="checkbox"/> At-Risk Supper Program                          | <input type="checkbox"/> Child and Adult Care Food Program (CACFP)   |
| <input type="checkbox"/> Special Milk Program                            | <input type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food                      | <input checked="" type="checkbox"/> Vending Items                    |

The SFA requires the FSMC proposal to include the following programs and options in their response:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP)   |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP)        | <input type="checkbox"/> At-Risk Afterschool Snack                   |
| <input type="checkbox"/> At-Risk Supper Program                          | <input type="checkbox"/> Child and Adult Care Food Program (CACFP)   |
| <input type="checkbox"/> Special Milk Program                            | <input type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food                      | <input checked="" type="checkbox"/> Vending Items                    |

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools listed in **Exhibit A**.

**A.2. Issuing Office**

The Town of Fairfield Purchasing Dept. is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data there from. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the office noted above via mail or e-mail. **Responses will be provided only to written questions** submitted if provided in accordance with the timeline in Section A4.

**A.3. Procurement Method**

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.319.

The contract will be a Cost-Reimbursable contract where the FSMC will be paid on the basis of the direct costs (food, labor and supplies) incurred plus fixed fees (Administrative Fee - corporate overhead costs and Management Fee - negotiated profit). Administrative and Management Fees must be itemized to ensure there are no duplicate charges.

**A.4. Timeline: Response Due Date and Pre-Bid Conference**

three (3) copies (outlined in Section C12) of the proposal must be received by March 30, 2016 at 11:00 a.m. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: Phillip Ryan Title: Buyer

Address: Town of Fairfield, Purchasing Dept  
 Independence Hall  
 725 Old Post Road  
 Fairfield, CT 06824

Date:	Description:
February 26, 2016	Request for Proposals (RFP) Issued
March 9, 2016	Pre-Proposal Conference 9:00 a.m. <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: Fairfield Public Schools, Central Office 501 Kings Highway East Fairfield, CT 06825 Site visitations immediately following the Pre-Proposal Conference
March 16, 2016	Questions from Bidders Due
March 22, 2016	Responses from the SFA to the Bidders Questions Due (Written/Posted)
March 30, 2016	Proposal Deadline 11:00 a.m.
April 8, 2016	Review and Evaluation of Proposals
April 8, 2016	Award of Contract by School Committee
May 23, 2016	Draft contract due to CSDE
July 1, 2016	Executed Contract due to CSDE
n/a	Board of Education (BOE) Approval (if applicable)

**A.5. Consideration and Award**

- a. The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.
- b. In accordance with 2 CFR § 200.319(b), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences.
- c. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in

developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.

- d. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
- e. The SFA will award the contract to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which financial, technical and other resources indicate an ability to perform the services required by this solicitation.
- f. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1.
- g. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
- h. Contracts MUST be executed prior to July 1. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) and contract execution (signed by both the SFA and the FSMC).
- i. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable. 2 CFR § 225 Appendix A(C)(1)(b)
- j. Bid Protest: Any action which diminishes full and open competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR § 200.318(k), SFAs must in all instances disclose all information regarding a protest to the CSDE.

#### **A.6. Award Criteria**

- a. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the non-profit school food service program of the SFA. All responsive proposals will be evaluated and ranked. The contract may then be awarded to the company submitting the top-ranked proposal. The primary determining factor in the award shall be the price, further defined in this section.
- b. Proposals will be scored by a committee using the criteria and assigned points as detailed below.
- c. The committee must be comprised of three (3) or more qualified evaluators.
- d. Each evaluator must score each proposal individually.

- e. Evaluators may convene to discuss proposals and a single final score may be determined or scores from all evaluators may be averaged for one final score per proposal.
- f. The proposals shall then be ranked from highest to lowest.
- g. The highest scoring responsive and responsible bidder will be selected.

Criteria	Points
Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value) Scoring will take into account Schedule E and guaranteed surplus.	<u>21</u>
Experience, References and Service Capability	<u>20 points</u>
Financial Condition/Stability, Business Practices	<u>10 points</u>
Accounting and Reporting Systems	<u>4 points</u>
Personnel Management and Training	<u>10 points</u>
Promotion of the School Food Service Program	<u>10 points</u>
Involvement of Students, Staff, Patrons and the Community	<u>10 points</u>
Menus, Concepts of Service, Food Quality and the Use of USDA Foods	<u>10 points</u>
Recommended Staffing	<u>5 points</u>
	█
	█
<b>Total Points</b>	<u>100</u>

**A.7. Oral Presentations**

An oral presentation by a FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award.

**A.8. Site Visits to Proposers:** Site visits to FSMC sites shall be scheduled as required.

**SECTION B: Qualifications**

The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

**B.1.** The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.

- a. The FSMC must be licensed to do business in the State of Connecticut.

- b. The FSMC must have been doing business for five consecutive years or more with school districts.
  - c. The FSMC must be able to provide a performance bond for ten percent (10%) of the amount of the total sales of the food service program, should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
  - d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
  - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
- B.2.** The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion in the proposal of model programs in these areas is encouraged.
- B.3.** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.4. Bonding Requirement**  
The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

### **SECTION C: Proposal Format and Contents**

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must include/address the following:

- C.1. Letter of Transmittal, which includes:**
- a. An introduction of the FSMC.
  - b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and RFP.
  - c. An expression of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
  - d. Any other responsive information not otherwise included in the proposal.
- C.2. Executive Summary, which:**
- a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
  - b. Indicates any major requirements that cannot be met by the FSMC.



- c. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.

### **C.3. Price/Cost Information**

- a. List and describe any and all costs to the SFA for any Management Fee (FSMC's profit) to be charged as a flat rate or on a per meal basis.
- b. List and describe any and all costs to the SFA for the Administrative Fee (FSMC's overhead and other off-site costs not otherwise paid by the SFA) to be charged as a flat rate or on a per meal basis.
- c. If consulting services are not covered in Administrative Fee, list those services along with the extra charges.
- d. List payment terms and arrangements.
- e. Complete budgeted financial forms provided in Schedule E and provide a summary of the following:
  - 1. Financial Budget Projections.
  - 2. Income Summary.
  - 3. Labor Cost Summary: Management/Administrative/Clerical.
  - 4. Individual School Labor Cost Summary.
  - 5. Miscellaneous Expense Summary.

### **C.4. Experience, References and Service Capability:**

- a. Describe the FSMC's experience in managing food service operations in public schools or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director for the SFA.
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

**C.5. Financial Condition**

- a. Provide data to indicate the financial condition of the company.
- b. Provide an audited financial statement for the last three (3) years.
- c. Detail the financial parameters of the program.

**C.6. Accounting and Reporting Systems**

- a. Describe complete accounting procedures used to address:
  1. Inventory control and management including purchasing.
  2. Method of collecting, reconciling, and reporting sales.
  3. Internal control of cash handling.
  4. Internal audit procedures.
  5. All regular accounting forms used, with detailed explanations.
  6. All regular reports used, with detailed explanations.
- b. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (and costs, if extra).
- c. Provide a sample of a monthly invoice to the SFA.
- d. Describe the FSMC's process for reporting rebates, discounts and credits on monthly invoices. Provide a detailed sample.

**C.7. Personnel Management and Training**

- a. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professions requirements.
- c. Explain how the FSMC works to improve employee morale and reduce turnover.
- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
- e. Describe the proposed benefits package for employees.

**C. 8. Innovation and Promotion of the School Lunch Program**

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes. Include a staffing model, if different from current staffing. Provide specific, relevant examples of implementing such change.
- b. Describe how the FSMC proposes to expand the SFA's participation in the CT Farm to School Program.

- c. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- d. Provide examples of service and merchandising programs.
- e. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

**C.9. Involvement of Students, Staff and Patrons**

- a. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
- b. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

**C.10. Menu Selection, Use of USDA Foods, Food Quality and Portion Size**

- a. Describe the FSMC's philosophy regarding each of the following:
  - 1. Menu selection.
  - 2. Use of USDA foods.
  - 3. Food Quality.
  - 4. Portion Quantities.
  - 5. Procurement and use of CT-grown/locally-grown produce.
- b. Supply sample menus to be implemented including portion sizes. Prepare sample menus using (SFA to select option below):
  - SFA-developed menus
  - OR**
  - FSMC-developed menus

**C.11. Performance and Proposal Bond**

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.
- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond for ten percent (10%) of the contract should it be awarded.

**C.12. Submission of Proposal**

- a. Portions of the proposal must be submitted on the blank financial forms provided by the SFA.
- b. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- c. Three (3) copies of the proposal must be submitted by the due date and time. (SFA must submit one copy of each proposal to the CT State Department of Education which must be a digital copy [i.e. via CD])

## **SECTION D: Program Objectives**

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective.

- D.1.** To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children.
- D.2.** To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3.** To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4.** To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5.** To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6.** To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7.** To provide a financial reporting system that meets federal and state requirements.
- D.8.** To provide SFA Administration with monthly operating statements and information regarding the food service program.

## **SECTION E: Specifications**

- E.1.** The SFA participates in the NSLP. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2.** The FSMC shall meet all requirements of the NSLP and SBP of the USDA, and any other requirements promulgated by the State of Connecticut.
- E.3.** The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4.** The FSMC shall receive for its service an administrative/management fee provided its operation is

sufficient to support the fees or unless otherwise approved by the SFA.

- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.
- E.7. It is expressly understood that all presently employed food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. See Schedule B for procurement specifications.
- E.10. All proposals shall include a completed Schedule E.
- E.11. The Contract will be for a period of one year (beginning July 1, 2016 and ending June 30, 2017) with the option for four (4) additional one-year renewals.
- E.12. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations.
- E.13. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.
- E.14.  The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.  
OR  
 The SFA does not participate and does not intend to apply for FFVP funding.
- E.15. **Equipment**  
 The FSMC shall provide proposals for the equipment listed on Exhibit I - if requesting the purchase of equipment, it is the SFA's responsibility to provide the specification of each and all items requested.

- Equipment dollar value to be purchased in each year of the contract: up to Enter Dollar Value. All equipment purchased must be giving up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.
- The SFA is not requesting any equipment purchases in this RFP.

**E.16.** Additional specifications requested by SFA.

Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. lick to enter text

The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit J.

The preferred method of calculation is flat-rate management fee only in Schedule E

The FSMC shall guarantee that the food service program will achieve financial surplus; defined as "generated program revenues will exceed all actual and direct operating costs incurred."

It is expressly understood that all presently employed food service employees will be given the opportunity to interview and will be given preference for positions within the District as employees of the FSMC. (Page 13, E.7)

The SFA requires that the FSMC provide Transportation vehicles and equipment to be used in the food service program. Maintenance fuel, insurance and equipment for transportation shall be the responsibility of the FSMC. (Page 23, 5.15)

Exception: (1) District clerical employee funded by the food service fund. (Page 25 8.2)

Umbrella liability insurance of no less than \$5,000,000

**SECTION I: General**

- 1.1 The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations adopted by the Connecticut Commissioner of Education or State Board of Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. **The FSMC shall conduct program operations in accordance with 7 CFR Sections: (check all that apply)**
- 210 (National School Lunch Program);
  - 210.10 (Afterschool Snack Program);
  - 215(Special Milk Program);
  - 220 (School Breakfast Program);
  - 225 (Summer Food Service Program);
  - 226 (Child and Adult Care Food Program);
  - 42 U.S.C. 1769 (Fresh Fruit and Vegetable Program);
  - 245, 250 (The Healthy, Hunger-Free Kids Act of 2010);
  - FNS instructions and policies; and
  - CSDE Operational Memoranda.
- 1.2 The SFA shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 7 CFR § 210.16(a)(4)
- 1.3 The SFA shall be entitled to all receipts of the food service program.
- 1.4 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 1.5 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 1.6 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

**SECTION II: Relationship of the Parties**

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the

issues raised by the audit. These records will be maintained at the SFA offices. [Recordkeeping, 2 CFR § 200.333 and § 210.16(c)(1)]

- B. The FSMC shall, to the maximum extent possible, utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]
- C. The FSMC shall have State and/or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]
- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

### 2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)]
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)]
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs (ED-099)* and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]
- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein; and that all refunds, discounts, rebates and credits received from processors are retained by the SFA. [7 CFR § 210.16(a)(6)]



- F. The SFA shall maintain all applicable health certifications and assure compliance with all State and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals. [7 CFR § 210.16(a)(4)]
- J. The SFA shall retain signature authority and responsibility for all contractual agreements in connection with the school child nutrition programs. [7 CFR § 210.21]
- K. The SFA shall ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.9(b)(17)]
- L. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- M. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- N. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- O. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- P. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.15]

### **SECTION III: Food Service Program**

- 3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free - Reduced Percentage/Serving Times/Waves/Child Nutrition Programs). If not determined to be a material change, the SFA and the FSMC may agree to add other locations.
- 3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit F. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16 (b)(1)]

3.3 The FSMC shall provide nutritious, high-quality (check only available options)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> breakfasts (SBP)                  | <input checked="" type="checkbox"/> lunches (NSLP)         |
| <input type="checkbox"/> Snacks (At-Risk Afterschool Snack - NSLP)    | <input type="checkbox"/> milk service only (SMP)           |
| <input checked="" type="checkbox"/> a la carte food (Smart Snacks)    | <input checked="" type="checkbox"/> vending (Smart Snacks) |
| <input type="checkbox"/> breakfast/lunch (SFSP/Seamless)              | <input type="checkbox"/> fruit/vegetables (FFVP)           |
| <input type="checkbox"/> supper (At-Risk Afterschool Program - CACFP) |  |

in accordance with the following terms:

In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [7 CFR § 210.16(a)]

- A. All reimbursable  lunches,  breakfasts and  snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq.
- B. Special Milk Program (SMP)  
 SFA does not participate in the SMP  
OR  
 All reimbursable milks shall meet the qualifications for the USDA reimbursement under 7 CFR § 215
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [7 CFR § 210.16 (a)(5)]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA for (check box(es) for which the FSMC is responsible),  meals,  a la carte items, and  vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase domestic commodities and products for use in meals served in the NSLP to the maximum extent practicable and in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.

3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.

3.7 Catering

SFA will not be requesting catered food service

OR

Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month.

- 3.8 In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq. Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [Appendix II to CFR § 200 (G)]
- 3.9 The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [7 CFR § 3016.36(i)]
- 3.10 In performance of this contract, and as employer for all FSMC employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. [Appendix II to CFR § 200 (E)]
- 3.11 The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 - The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]
- 3.12 Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.13 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):  
 SFA does not participate in the FFVP  
**OR**  
 FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.
- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
- B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school's grant will be claimed for administrative costs (planning and managing the program).
- C. FSMC will ensure it expends all FFVP funds received per school.

#### Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or**  the monitoring of preparing and serving meals.
  - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.52.
  - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
  - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.

- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the USDA's (generated on or about November 15<sup>th</sup>) list of USDA Foods values to report the value of USDA Foods in its disclosure of the value of USDA Foods to the SFA on its invoices.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.14(b) for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.9 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.11 The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13 The FSMC must maintain the following records relating to the use of USDA Foods:
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;

- B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
- C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.

- 4.14 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

## SECTION V: Equipment

### 5.1 Prior Equipment/Investment Clause

- The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit J.

**OR**

- SFA does not require FSMC to absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program.

### 5.2 Equipment Purchases

- Equipment purchases were requested through the RFP.  
The FSMC shall purchase equipment on behalf of the SFA as noted in Exhibit I or a total value to be purchased which was requested in the RFP and included in the FSMC's proposal in response to the RFP. FSMC must properly procure requested equipment in an amount not to exceed \$Click to enter dollar value (MUST BE REVIEWED ANNUALLY). The FSMC shall amortize the investment on a straight-line basis over five (5) years, commencing with the date each piece of equipment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the investment shall be vested with the SFA when it is placed in service. Payment must not commence prior to equipment being placed in service.

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within Click to enter # of days days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the investment and continue to make payments to the FSMC in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the FSMC the full unamortized amount; or (iv) pay the unamortized balance in full to the FSMC.

OR

The SFA did not request equipment purchases for this contract.

- 5.3 The FSMC when making purchases may only charge the SFA a reasonable and necessary price. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.
- 5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) 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, normal wear and tear accepted.
- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.

- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Selection one option below:*
- SFA does not require transportation equipment or vehicles.
  - The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the SFA.
  - The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the FSMC.

## SECTION VI: Facilities

- 6.1 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.
- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- 6.4 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 which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

## SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.6 The FSMC shall cooperate in the SFA recycling program.
- 7.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/ dining area.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not



cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

## SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 Non-Management Employees.  
 All non-management food service employees shall be employees of the FSMC.  
OR  
 All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director
- 8.3 Student Workers.  
 The SFA does not utilize student workers in the food service program.  
OR  
 The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 8.5 The FSMC shall establish schedules, wage rates, and benefit programs for all employees. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.6 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.7 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.8 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed.

8.9 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.

8.10 Civil Rights

- A. The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.

The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

- B. The SFA and 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 § 60). [Appendix II to § 200 (C)]
- C. The FSMC and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative

action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 8.11 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.12 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

#### **SECTION IX: Free and Reduced Lunch Policy and Charging Policy**

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced, or full price meals, shall apply to the FSMC's food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced price, and full price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.
- 9.3 The SFA shall have a written student charging policy on file in the SFA office. The SFA shall be responsible for the implementation of this policy. The FSMC will work with the SFA to administer policy.

#### **SECTION X: Meals - Portions, Planning, and Purchasing**

- 10.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.
- 10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.

- 10.5 The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.
- 10.6 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (reference 2015-2016-Schedule C).
- 10.7 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in Exhibit A.
- 10.8 The FSMC shall provide condiments and utensils as needed.
- 10.9 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated attendance units.
- 10.10 The FSMC shall promote maximum participation in the Child Nutrition Programs.

#### **SECTION XI: Food Inventory, Storage, and Procurement**

- 11.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.
- 11.2 Ownership of beginning and ending inventory of food and supplies, including USDA Foods, shall remain with the SFA.
- 11.3 The FSMC shall maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with the CSDE.
- 11.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 11.5 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

#### **SECTION XII: Financial: Accounting, Reporting Systems, Records, and Payment Terms**

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including State and federal reimbursements through:
  - A. Weekly Profit and Loss Statements;
  - B. Monthly Profit and Loss Statements;
  - C. Annual Budgeting;

- D. Perpetual Inventory – Costs and Controls;
- E. Preparation of records for annual audit by SFA;
- F. USDA Foods Entitlement Bonus Summary Reports; and
- G. Department of Defense (DoD) Program Reports.

- 12.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3 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 operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.
- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
  - B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
  - C. The FSMC shall provide the SFA with a year-end statement.
- 12.4 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.
- 12.5 The SFA shall designate by name and title the employee whose responsibility it shall be to supervise and audit all financially related operations of the FSMC. The audit shall be performed annually, and at the expense of the SFA.

Doreen Munsell

Director of Finance & Business Services

- 12.6 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either State, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 12.7 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and 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.

- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars 2 CFR § 200.
- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices 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.
- D. The frequency of reporting this information must be monthly.
- E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.  
For four successive quarters after the conclusion of the contract, the FSMC shall conduct quarterly audits to determine if there are any applicable credits, discounts or rebates that are applicable to the SFA. If any such credits, discounts or rebates are identified, the FSMC will provide a report of such to the SFA along with a credit on any amount owed to the FSMC or payment in the form of a check if there is no outstanding balance due to the FSMC from the SFA.
- F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

**12.8** The FSMC shall submit monthly operating statements to the SFA by the fifteenth (15th) of the month. This statement shall reflect all activity for the previous calendar month.

**12.9** Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit N/A. If invoices are received in the SFA's accounting department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that does not pass audit. The SFA shall pay all amounts when due.

**12.10** The SFA will not allow for the FSMC to charge interest on past due payments at one percent (1%) per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Any interest payments must be paid from a SFA general fund and must not be paid from the nonprofit school food service account.

**12.11** The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:

- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:
- food and supply purchases by the FSMC necessary to perform this contract;
  - food service program travel and mileage costs incurred;
  - advertising and promotions within the SFA;
  - the FSMC's insurance necessary for performance of this contract;
  - service business and occupation tax;
  - employee training and development costs;
  - laundry, linen, and uniforms;
  - licenses and permits for performance of this contract; and
  - USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) is:

\$9,000 per month for ten (10) months.

**OR**

\$Click to enter dollar value per meal and meal equivalent.

D. The FSMC's Administrative Fee is:

\$17,000 per month for ten (10) months.

**OR**

\$Click to enter dollar value per meal and meal equivalent.

The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision;
- Financial reporting and analysis;
- Field auditing;
- Marketing Assistance; and
- Purchasing administration.

E. Per Meal Defined: Choose one option below - *only if you have chosen the per meal equivalent option in 12.10.c or 12.10.d.*

For Management Fee and Administrative Fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

**OR**

Per meal/meal equivalent defined in addendum.

For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free reimbursement rate plus the per meal value of commodities of the current school year.

- F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
- reports filed to the State; and
  - corporate income tax.
- G. FEE ADJUSTMENTS: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Except as otherwise agreed by the SFA and the FSMC, such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast Region, Food Away from Home for the preceding year (April - March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.
- H. The SFA does not participate in the FFVP, thus, the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
- I. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 24 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- J. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- K. Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and well-run food service operation. The FSMC shall guarantee that the food service program will achieve financial: *(select one option)*
- Breakeven; defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
  - Surplus; defined as "generated program revenues will exceed all actual and direct operating costs incurred.
  - Deficit; defined as "generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit, the deficit must be no more than Click to enter dollar value which is payable from the non-



profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.10 A - E above.

1. Assumptions

- a. Average Daily Attendance (ADA) for the contract year beginning July 1, 2016, shall not be less than: 96% of projected enrollment set forth in the RFP
- b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	182	182
Middle	182	182
High	174	174

- c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2015 effective rate.

L. Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement.

If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, the SFA must go out to bid for a new contract.

**SECTION XIII: Licenses, Fees and Taxes**

- 13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 13.2 The FSMC shall comply with all health and safety regulations required by Federal, State or local law and shall have State or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 13.3 The FSMC shall comply with all building rules and regulations.

**SECTION XIV: Performance Bond**

- 14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the annual sales of the program. This performance bond will

guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

14.2 \$290,402.70(Amount of the Performance Bond).

#### SECTION XV: Insurance

The FSMC shall maintain for the life of the contract, the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

15.1 Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:

- A. Premises-Operations;
- B. Products/Completed Operations;
- C. Contractual Insurance;
- D. Broad Form Property Damage;
- E. Independent Contractors;
- F. Personal Injury; and
- G. Employee Dishonesty.

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

- A. Worker's compensation - Statutory; and
- B. Employer's Liability - \$500,000.

15.4 The Fairfield Board of Education and the Town of Fairfield shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.

15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

15.6 The FSMC shall defend, save harmless and indemnify the Town of Fairfield and SFA, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the RFP, and Purchase, Lease/Purchase or Contract Agreements. In addition, the FSMC agrees to indemnify and hold harmless the Board, the Town of Fairfield and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$5,000,000. That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability,

covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$5,000,000 shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

- 15.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

## SECTION XVI: Contract Term, Renewal and Termination

- 16.1 This contract, dated July 1, 2016, is between Whitson's New England, Inc., the FSMC and Fairfield Public Schools, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
  - B. The contract shall be for a period of one year with the school year beginning on or about July 1, 2016, and ending June 30, 2017 with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and Federal regulations, as prescribed by the USDA.
- 16.3 The SFA or the FSMC may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.
- 16.4 Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.
- 16.5 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.6 If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for submitting all contract renewal documents to the CSDE.
- 16.7 Recovery of prior year FSMC unreimbursed amounts from current year food service program surpluses is unallowable.

## TERMINATION

- 16.8 With the exception of payment obligations for prior performance under this contract, neither party

shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]

- 16.9** Either party may cancel the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.10** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.11** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.12** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$25 penalty; and (iii) for a third violation, a \$100 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.13** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.14** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE.
- 16.15** Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.16** The parties agree that the terms of this contract shall be in accordance with the RFP published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the SFA Business Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

## SECTION XVII: Special and General Conditions

### 17.1 Confidential/Proprietary Information

- A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [2 CFR § 200.315]
- B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands.

17.2 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.

17.3 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the State of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with State and/or own laws, etc., covering and controlling food services at the facilities.

17.4 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.

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

17.6 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

- A. Notices to the SFA:  
Fairfield Public Schools

501 Kinds Hwy E  
Fairfield, CT 06825-4867

B. Notices to the FSMC:

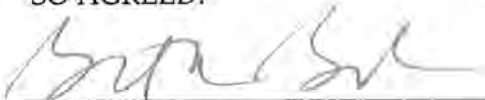
Whitsons New England, Inc.  
1800 Motor Parkway  
Islandia, NY 11749  
Attn: Kelly Ann Friend, COO

And

Whitsons Culinary Group  
1800 Motor Parkway  
Islandia, NY 11749  
Attn: SVP, Administration and General Counsel  
with email to:  
friendkm@whitsons.com  
legal@whitsons.com

E-mail communication may also be allowable under the terms of this contract. Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the United States mail.

SO AGREED:



CFO

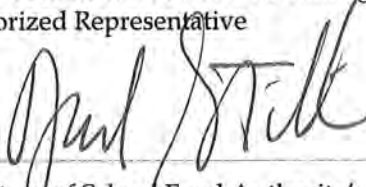
7/21/16

Signature of Food Service Management Company's Authorized Representative  
Beth Bunster

Title

Date

Printed Name of Food Service Management Company's Authorized Representative



Superintendent of Schools

7/25/16

Signature of School Food Authority's Authorized Representative  
David Title

Title

Date

Printed Name of School Food Authority's Authorized Representative

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**Schedule A**  
**Cost Responsibility Survey**

<b>FOOD</b>	<b>FSMC</b>	<b>SFA</b>
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
USDA Administrative Charges	X	
USDA Processing Charges	X	
USDA Delivery Charges	X	
<b>LABOR</b>	<b>FSMC</b>	
	<b>EMPLOYEES</b>	
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employees	X	
Preparation of Hourly Employees' Payroll	X	
Processing of Hourly Employees' Payroll	X	
Workers' Compensation for Hourly Employees	X	
<b>ADDITIONAL ITEMS</b>		
China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation		XX
China/Silver/Glassware - Replacement During Operation	X	
Telephone - Local	X	
Telephone - Long Distance	X	
Removal of Trash and Garbage from Kitchen		XX
Removal of Trash and Garbage from Premises		XX
Replacement of Expendable Equipment (Pots, Pans, etc.)	X	
Replacement of Non-Expendable Equipment		XX
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		XX
Uniforms	X	
Local Travel (Intra-District and Banking Reimbursement)	X	



Schedule A (cont.)

SUPPLIES	FSMC	SFA
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest control		XX
Utilities		XX
CLEANING		
Ceiling, Light Fixtures and Fans		XX
Dishwashing	X	
Equipment	X	
Hoods		XX
Floors		XX
Rest Rooms		XX
Vent from Hoods to Outside		XX
Walls		XX
Kitchen/Serving Area Equipment	X	
Cafeteria/Serving Area Equipment		XX
Dining Area/Tables and Chairs		XX

**Schedule B**  
**Procurement Specifications**

<b>PRODUCT</b>	<b>MINIMUM REQUIREMENTS</b>
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
SEE SCHEDULE B CONTINUED-EXHIBIT K	
	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement

**Schedule C**  
**Price List 2015-16**

SCHEDULE C PRICE LIST 2015-16								
SCHOOL	BREAKFAST		LUNCH		MILK	ADULTS		
	REDUCED	PAID	REDUCED	PAID		BREAKFAST	LUNCH	MILK
ELEMENTARY SCHOOLS:	\$ .30	\$ 1.50	\$ .40	\$ 2.55 - 2.65	\$ .55	n/a	\$ 5.00	\$ .55
MIDDLE SCHOOLS:	\$ .30	\$ 1.50	\$ .40	\$ 2.75 - 2.85	\$ .55	n/a	\$ 5.00	\$ .55
HIGH SCHOOLS:	\$ .30	\$ 1.50	\$ .40	\$ 2.80 - 2.90	\$ .55	n/a	\$ 5.00	\$ .55

**Schedule D**  
**Reimbursement Rates**

The following are the Federal Reimbursement Rates (Reimbursable Meals) to be used in completing Schedule E:

1. **National School Lunch Program** (State ID 20560 and Federal CFDA No. 10.555)

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.29	.31
Reduced	2.67	2.69
Free	3.07	3.09

\*In districts participating in the National School Lunch Program with 60 percent or greater free and reduced participation during the second prior year.

2. **School Breakfast Program** (State ID 20560 and Federal CFDA No. 10.555)

	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Paid	.29	.29
Reduced	1.36	1.69
Free	1.66	1.99

\*Severe Need Rates are available to schools where, in the second prior year, 40 percent or more of the students received lunches free or at a reduced price.

3. **After-School Snack Program** (State ID 20560 and Federal CFDA No. 10.555)

	<u>Rates</u>
Paid	.07
Reduced	.42
Free	.84

4. State Reimbursement Rates (Reimbursable Meals): \$.04

All Meals (State Match Payments [Includes free, reduced-price and paid reimbursable meals]).

5. Six Cents Certification: \$0.06

6. Effective USDA Foods Rate (Federal CFDA No. 10.560): \$0.3125

7. Healthy Food Certification: *Districts that opt to implement healthy food certification (HFC) receive an additional 10 cents per lunch, based on the total number of reimbursable lunches (paid, free and reduced) served in the district in the prior school year.*

**Schedule E**  
**Financial Schedules**  
**Operating Statement**

**PROJECTED REVENUE**

**Cafeteria Sales: (Lunch)**

<b>Student Paid Meals:</b>				
	225,054	Elementary Schools	@\$2.65	= \$596,393
	133,998	Middle Schools	@\$2.85/\$3.85	= \$469,105
	90,570	High Schools	@\$2.90/\$3.85	= \$335,679
<b>Student Reduced Price:</b>				
	22,372	Districtwide	@\$0.40	= \$8,949
<b>Student a la Carte:</b>			@\$	= \$809,562
<b>Adult Lunches:</b>			@\$	= \$
<b>Adult a la Carte:</b>			@\$	= \$36,365

**Cafeteria Sales: (Breakfast)**

<b>Student Paid Meals:</b>				
	3,021	Elementary Schools	@\$1.50	= \$4,532
	2,247	Middle Schools	@\$1.50	= \$3,371
	1,601	High Schools	@\$1.50	= \$2,402
<b>Student Reduced Price:</b>				
	1,788	Districtwide	@\$.30	= \$536

<b>Special Functions:</b>		
Bank Interest	Special Functions (per Whitson's submission)	\$21,840
Other Income		\$11,830
Other Income	State Grant	\$21,000
<b>Subtotal Sales</b>		<b>\$2,321,565(A)</b>

<b>Anticipated Reimbursement Federal &amp; State (Lunch)</b>				
	449,623	Districtwide Paid Meals	@\$.49	= \$220,315
	22,372	Reduced Price	@\$2.87	= \$64,207
	83,840	Free	@\$3.27	= \$274,156
<b>Subtotal Lunch Reimbursement</b>				<b>\$558,679(B)</b>
<b>Anticipated Reimbursement Federal &amp; State (Lunch)</b>				
	6,870	Districtwide Paid Meals	@\$.29	= \$1,992
	1,788	Reduced Price	@\$1.36	= \$2,431
	11,662	Free	@\$1.66	= \$19,360
<b>Subtotal Breakfast Reimbursement</b>				<b>\$23,783(C)</b>
<b>Total Income (A+B+C)</b>				<b>\$2,904,027</b>

**Projected Expenses**

<b>Food</b>				
Student Lunches	555,834Meals	@\$1.35	=	\$748,987
Student Breakfasts	20,320Meals	@\$	=	\$18,288
Adult Lunches	Meals	@\$	=	\$10,910
Employee Lunches	Meals	@\$	=	\$
Districtwide a la Carte				\$242,869
Special Functions				\$6,552
USDA Processing Charges				\$included
USDA Donated Foods Value				\$(137,569)
Net Food Cost				\$888,037(D)

<b>Labor</b>	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$
Food Service Workers	\$898,300
Other	\$
Other	\$
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	\$172,674
Other	\$
<b>Other Payroll Costs</b>	
Employee Fringe Benefits	\$428,595
<b>Other Expenditures</b>	
Auto Allowance	\$1,568
Cafeteria Supplies (paper, cleaning, etc.)	\$90,025
Commodity Delivery	\$3,745
General Support and Administrative Expense	\$170,000
Depreciation	\$20,632
Equipment Rental	\$
Insurance	\$29,040
Menu/Ticket Printing	\$
Office Supplies	\$3,161
Performance Bond	\$2,904
Physicals	\$
Promotions	\$2,500
Replacements	\$
Stationary/Postage	\$250
Telephone	\$3,091
Uniforms/Laundry	\$8,740
Manuals	\$
Miscellaneous	\$1,300
Other	\$7,820

	Other	\$2,730
	Other	\$1,138
<b>Total Labor and Other Expenses</b>		<b>\$1,848,214(E)</b>

<b>Management Fee</b>			
Flat Rate			\$90,000
OR			
Cents per Meal (Complete Calculation Below)			
*Student Annualized Meals	_____	@\$_____	= \$_____
Total Management Fee			\$_____ (F)

<b>Total Number of Reimbursable Meals</b>	
**Annualized a la Carte	
Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$3.83	
<b>Expense Total</b>	<b>\$2,826,251</b> <b>(C+D+E+F)</b>
<b>Profit/Loss (SUBSIDY)</b>	<b>\$77,776</b>
*Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).	
**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.	

**Addendum A**  
**Non - Collusion Affidavit**  
**Food Service Program - Public Schools**

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate proposer.



\_\_\_\_\_  
Signature of the person authorized to submit this proposal

**Beth Bunster, CFO**

\_\_\_\_\_  
Typed or printed name of signatory and title

Date: 7/21/16.

Resolve that Beth Bunster be authorized to sign and submit the proposal of this  
(name)  
corporation, Whitson's New England, Inc. for the Food Service Management Program  
(name)  
at the Fairfield Public Schools.



**Addendum B**  
**Certificate of Independent Price Determination**

**Both the school food authority and the Food Service Management Company (FSMC) (offeror) shall execute this Certificate of Independent Price Determination.**

Whitson's New Englands, Inc.  
Name of FSMC

Fairfield Public Schools  
Name of School Food Authority

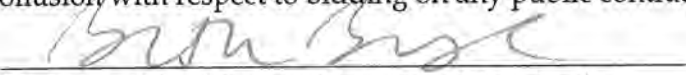
(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the FSMC 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.

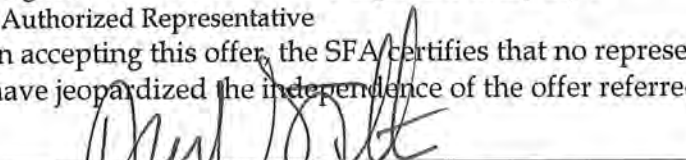
To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction,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

  
\_\_\_\_\_  
Signature of Food Service Management Company's  
Authorized Representative

Beth Bunster  
Title

7/21/16  
Date

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

  
\_\_\_\_\_  
Signature of School Food Authority's Authorized  
Representative

Superintendent of Schools  
Title

7/25/16  
Click to enter text  
Date

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

**Addendum C**  
**Certification Regarding Lobbying**

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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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, or an employee of a Member of Congress 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, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Whitson's New England, Inc., 1800 Motor Parkway, Islandia, NY 11749

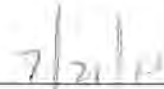
Name/Address of Organization

Beth Bunster, CFO

Name/Title of Submitting Official



Signature



Date

**Addendum D  
DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>A. 1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>B. Status of Federal Action:</b> _____ a. Bid/offer/application b. Initial award c. Post-award	<b>C. Report Type:</b> _____ a. Initial filing b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>D. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee  Tier _____, if known  Congressional District, if known:	<b>E. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>F. Federal Department/Agency:</b>	<b>G. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)  (Attach Continuation Sheet(s))	<b>10. b. Individuals Performing Services (including address if different from No. 10.a.) (last name, first name, middle)</b>  (SF-LLL-A if Necessary)	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ _____ Actual _____ Planned	<b>13. Type of payment (check all that apply):</b> _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify:	
<b>12. Form of Payment (check all that apply):</b> _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b>	Yes _____ (Number _____) No _____	
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 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.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL	

SF-LLL

Disclosure of Lobby Activities Continuation Sheet

Reporting entity: Whitsons News England, Inc. Page 2 of 2

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

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 title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> 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, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

## Addendum E

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR § 200.212 by doing any **one** of the following:

- Checking the Excluded Parties List found at the **System for Award Management** [www.SAM.gov](http://www.SAM.gov);
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their Web site at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR § 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

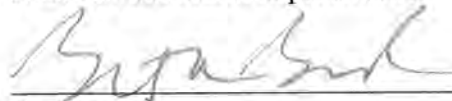
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Whitson's New England, Inc.  
Organization Name

Food Service Management  
PR/Award Number or Project Name

Beth Bunster  
Name of Authorized Representative

CFO  
Title

  
Signature

7/21/16  
Date

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

**Addendum F**  
**Clean Air and Water Certificate**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (FSMC) (offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY: Whitson's New England, Inc.


NAME OF SCHOOL FOOD AUTHORITY: Fairfield Public Schools

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.


THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

  
\_\_\_\_\_  
Signature of Food Service Management Company's  
Authorized Representative

CFO  
Title

7/21/16  
Date

  
\_\_\_\_\_  
Signature of School Food Authority's Authorized  
Representative

Superintendent of Schools  
Title

7/25/16  
Click to enter text  
Date



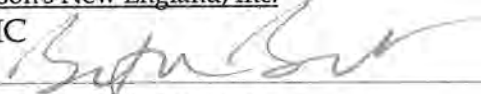
**Addendum G**  
**Energy Policy and Conservation Act Statement**

Whitson's New England, Inc.

Food Service Management Company (FSMC) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

Whitson's New England, Inc.

FSMC



Authorized Signature

Beth Bunster, CFO

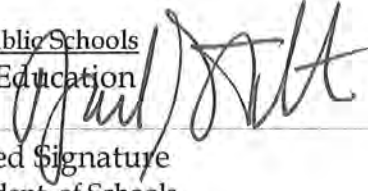
Title

7/21/16

Date

Fairfield Public Schools

Board of Education



Authorized Signature

Superintendent of Schools

Title

Click to enter text

Date

7/25/16

**Addendum H**  
**Certification of SFA's Reconciliation of the**  
**Value of USDA Foods and Results**

Fairfield Public Schools certifies that we will be in compliance with  
(School Food Authority)  
the USDA's required contract clause, "The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement to ensure that the FSMC has credited it for the value of all USDA Foods received for us in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products," and results of reconciliation (dollar value of foods received and amount credited by FSMC):

\$N/A

Dollar value of USDA Foods

\$N/A

Dollar value credited by FSMC

N/A

Date of Reconciliation

Whitson's New England, Inc.  
FSMC

Authorized Signature

Beth Bunster, CFO

Title

7/21/16

Date

SFA Listed Above

Authorized Signature

Superintendent of Schools

Title

Click to enter text

Date

**ADDENDUM TO FSMC CONTRACT  
BETWEEN FAIRFIELD PUBLIC SCHOOLS**

**AND**

**WHITSONS NEW ENGLAND, INC.**

**SY 2016-2017**

This is an Addendum to the Food Service Management Contract (“Contract”), dated as of July \_\_, 2016, between Fairfield Public Schools (“SFA”) and Whitsons New England, Inc. (“FSMC”). All Section and Paragraph references herein contained refer to the Sections and Paragraphs of the Contract.

**SECTION III: Food Service Program**

**3.5** Add the following language to the end of this paragraph:

“A medical statement shall be provided to the nurse or nurses designated by the SFA and shall be signed by the licensed medical authority and shall specify the nature of the child’s disability and the major life activities affected thereby, the reason the disability or medical condition prevents the child from eating the regular school meal, the food(s) to be omitted from the child’s diet and the specific substitutions needed, consistent with the SFA’s obligations under state and federal law. The nurse shall then communicate information to the FSMC to allow it to prepare such requested special diets. Any additional cost incurred to provide substitutions shall be considered allowable costs of the food service program, and the SFA shall reimburse the FSMC therefor.”

**3.7** In the second line of this Paragraph, after “mutually agreed upon”, add the following language:

“by the parties. The SFA shall use its best efforts to give at least ten (10) days written notice prior to the date of the function.”

At the end of the last sentence of this paragraph, after the words “the end of each month”, add the words “, and SFA shall pay the FSMC within thirty (30) days from receipt of such invoice.”

**SECTION V: Equipment**

**5.1** Add the following language at the end of this paragraph:

“The amortization of the current loan balance, in accordance with Schedule J, shall be charged as an Operating Expense and shall be paid by SFA in accordance with this Contract.”

**5.5** In the second line of this paragraph, before the word “acceptable”, insert the word “reasonably”. Delete the word “accepted” at the end of this paragraph and replace with “excepted.”

**5.7** Delete “, wear and tear accepted” from this paragraph, and replace with”

“, except for any loss occasioned by ordinary wear and tear or damage by the elements or other cause beyond the reasonable control of the FSMC.”

## **SECTION VI: Facilities**

**6.1** After “water”, add “high speed internet or wi-fi connections” in this paragraph.

**6.3** In the second sentence of this paragraph, delete “and be reimbursed” and replace with:

“, and Whitsons shall be reimbursed for the cost of its own staff to be utilized at said functions. Said cost shall not be considered an expense of the food service program.”

**6.6** Add the following after the first sentence of this paragraph: “The office shall have a lock a key (to be provided to the Food Service Director) and a locking file cabinet.”

## **SECTION VII: Sanitation and Safety**

**7.5** At the beginning of this paragraph, before the first sentence, add the following:

“The SFA shall provide, at its expense, all necessary waste receptacles, including those required for the proper recycling of all waste materials (including without limitation, to the extent applicable, food waste, plastic and paper) as required by Federal, State and/or local law and shall be responsible for the removal of refuse from the designated refuse collection area.”

**7.13** At the end of the last sentence of this paragraph, add the following language: “and the SFA shall take prompt corrective action to ensure the safety of the FSMC’s employees.”

## **SECTION VIII: Employees**

**8.5** Add “or equivalent insurance” after “fidelity bond” in the last sentence of this paragraph.

**8.8** Add the following sentence after the first sentence of this paragraph:

“The approval or rejection of the Food Service Director shall be in writing and approval shall not be unreasonably withheld or delayed. Any rejection shall state the reasons for such rejection. If approval has not be granted or withheld in writing within ten (10) days after a candidate has been presented to the SFA, approval shall be deemed to have been granted.”

Add the words “, upon reasonable advance notice,” in the last sentence of this paragraph after “also be available”.

**8.11** Add the following language at the end of this paragraph:

“It is understood and agreed that background checks and fingerprinting for all existing employees (including employees formerly employed by the predecessor FSMC) have already been completed and information regarding same was provided to the SFA, and new background checks and fingerprinting shall not be required for such employees, except to the extent required by law.”

**8.13** Add a new Paragraph 8.13 at the end of this Section as follows:

“The SFA shall use its best efforts to notify FSMC in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the

SFA to delay opening or close the Facility after FSMC's employees have already reported to work, any labor costs incurred by FSMC (including under applicable collective bargaining agreements) as a result of such closing (including early dismissal) or delayed opening shall be charged to the SFA as an Operating Expense of the Food Service Program. If such advance notice is provided, then SFA will not be charged for any such labor costs. For purposes of this paragraph, it is understood and agreed that notification by way of radio or TV announcement, in accordance with the SFA's established policy, shall constitute sufficient advance notice to the FSMC, and the FSMC shall be responsible for directing its employees to tune in to the applicable radio or TV channels for information regarding inclement weather or emergency closing."

**8.14** Add a new Paragraph 8.14 at the end of this Section as follows:

"During the term of this Contract and for one year thereafter, SFA shall not solicit to hire nor cause to be hired, whether as an employee or consultant, any FSMC management/professional employees (including without limitation any Vice President, District Manager, Food Service Director, Supervisor, Chef, Nutritionist or Dietitian) who have worked at the SFA's facilities in the SFA's food service operations to work for the SFA in a similar capacity at the SFA's food service facility, nor will SFA knowingly permit the employment of said individuals by any successor food service management company in the SFA's food service operation. SFA further covenants and agrees not to hire such management/professional employees, nor allow any of them to work in the SFA's food service operations or at the food service facility for any successor food service management company or otherwise, for a period of one (1) year following the date of such employee's termination of employment with FSMC. In the event of a breach of the above covenants by SFA within such time periods, then SFA in recognition of FSMC's considerable investment in attracting and training such employee agrees to pay a fee to FSMC of two times the annual salary of said employee as liquidated damages. Said fee shall become due and payable upon the commencement date of employment with SFA or the date that such person commences work in the SFA's food service operations for any successor food service management company."

#### **SECTION IX: Free and Reduced Lunch Policy and Charging Policy**

**9.3** At the beginning of the last sentence of this paragraph, insert: "The SFA shall provide a copy of this policy to the FSMC's Food Service Director at the beginning of each school year and at any time this policy is modified, and".

Add another sentence at the end of this paragraph as follows: "FSMC shall have no liability for implementing the policy in accordance with SFA's instructions, except to the extent arising out of FSMC's own negligent acts or omissions."

#### **SECTION XI: Food Inventory, Storage and Procurement**

**11.4** At the end of the second sentence of this paragraph, add the following language: “except for any difference due to loss occasioned by ordinary wear and tear and damage by the elements or other cause beyond the reasonable control of the FSMC.”

**11.5** At the end of the last sentence of this paragraph, add the following language: “, with an appropriate adjustment for normal wear and tear and equipment lifetime expectancies, and except where such shortages are caused by the negligent acts or omissions or willful misconduct of the SFA (its employees or agents) or losses due to fires or other casualties (including without limitation loss of electric power) not caused by the FSMC.”

## **SECTION XII: Financial Accounting, Reporting Systems, Records, and Payment Terms**

**12.3** At the end of the last sentence of this paragraph, add the following language: “, or if otherwise incurred at the direct request of SFA.”

**12.9** Add the following language at the end of this paragraph in its entirety:

“The FSMC shall invoice the SFA monthly for the actual direct costs of operation (plus Management Fee and Administrative Fee) incurred at the close of each month of program operation. Invoiced amounts shall be due and payable within thirty (30) days after submission of invoice and supporting documentation. The SFA shall promptly notify FSMC of any disputed amounts that do not pass audit and the reason for such dispute. The SFA and FSMC agree to cooperate with each other diligently and in good faith to resolve all such disputes in a timely manner. In any event, the SFA shall promptly pay that portion of any invoice that is undisputed (including Management and Administrative Fees). Some of the food products sold to the SFA in connection with the Food Service Program hereunder may be “Perishable Agricultural Commodities” within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) (“PACA”). Where applicable, (a) such food products are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) FSMC retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices, SFA agrees to pay FSMC’s reasonable attorney’s fees and other costs, provided that such fees and costs shall not be paid out of the non-profit food service account.”

**12.11 A.** Add the following language to the end of this subparagraph A:

“as well as the actual and direct costs for the wages, payroll taxes (e.g. FUTA, FICA, SUI, disability, worker’s compensation, etc.), and benefits of the non-management employees on the FSMC’s payroll that provide services under this Contract.”

**B.** Add the following language to the end of this subparagraph B before the first bullet point:

“set forth under 2 CFR §200 Subpart E, including the following:”

Add the following bullet points and text to the rest of this subparagraph B:

- Any performance bond required under this Contract
- Sales and use tax, if applicable
- Technology expenses, including without limitation hardware, software and licensing fees
- Fingerprinting and background checks as required
- Repairs to equipment not otherwise performed by SFA
- Vehicle cost and operating expense (including fuel charges, maintenance and insurance), to the extent applicable;
- Office supplies, printing, postage and telephone expense
- Depreciation of FSMC Investment, if any
- Other expenses necessary for the operation of the Child Nutrition Program, as mutually agreed.”

“In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker’s compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in the FSMC’s Proposal or current school year’s food service budget approved by the SFA.”

**K.** Add the following language after “Surplus” and before “; defined as”:

“in the amount of \$77,776.00. If necessary, FSMC will reduce its Management Fee and Administrative Fee, or otherwise provide sufficient funds to achieve said Guarantee as more fully set forth in this Section. This will be the SFA’s exclusive remedy for FSMC’s failure to achieve the Guarantee, and in no event shall FSMC be liable for any amount in excess of its Management and Administrative Fees. The Guarantee for any Renewal Term shall be as mutually negotiated by the parties and reflected in a duly executed Amendment to this Contract. As used herein “Surplus” is...”

In the first sentence immediately before the “assumptions” in this Paragraph K, the reference to paragraphs “12.10 A-E above” is hereby corrected to “12.11A-E above.” 1. Assumptions. Modify and add Assumptions in this paragraph as follows:

c. Delete this provision and replace with: “The value of USDA Foods Planned Assistance Level will not be less than the USDA 2015 effective rate (\$0.25 per meal) for the initial term of this Contract, or less than the USDA effective rate in the immediately preceding school year for any renewal term of this Contract.”

Insert the following assumptions:

“d. reimbursement rates for National School Lunch Program and National School Breakfast Program meals, as the case may be, will not be less than the rates estimated in FSMC’s Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.06 federal reimbursement increase published by the USDA and the Connecticut \$0.10 healthy certification reimbursement;

“e. the number of serving periods, locations, serving times and types of service will not differ from that listed in the RFP;

“f. the level of wages, salaries, fringe benefits and health costs will not exceed those proposed and listed in the FSMC’s Proposal (for Initial Term) or proposed budget (for Renewal Term);

“g. the actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses set forth in the approved budget;

“h. service will not be interrupted as a result of fire, work stoppage, strike or school closing;

“i. food costs (including milk) during the Initial Term or any Renewal Term shall not increase by an amount greater than Three Percent (3%). For the purposes of this provision, food costs shall be measured by comparing the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Food Away From Home for the Northeast Region (“CPI”) (or a comparable index if that index is not available), in effect on May 31 prior to expiration of the current Term to the CPI in effect on May 31 of the previous year;

“j. selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those included in the RFP or the applicable operating budget;

“k. SFA and its representatives, including but not limited to, school principals, teachers and SFA employees, shall fully cooperate with the FSMC in the implementation of the Food Service Program;

“l. There shall be no competitive food and beverage sales immediately prior to, immediately after or during the meal service times, and the SFA shall fully cooperate with FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program, and to ensure that any such competitive sales are in compliance with Federal, State and local law;

“m. Legislation, regulations and SFA’s Wellness Policy or practice shall remain substantially consistent with those at the time of the original RFP;

“n. To the extent applicable, SFA shall reasonably approve FSMC’s recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program, provided that when the FSMC is making recommendations, it shall also provide a justification and information on the financial impact of the recommended changes, as reasonably requested by the SFA;

“o. The SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of FSMC;



"p. FSMC has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and

"q. There shall be no change in any other operational parameters set forth in the RFP that would have a material adverse impact on the Guarantee.

"If there is a change in the above-described conditions and assumptions during the Term (a "Changed Condition"), the Operating Budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the Changed Condition. The FSMC will issue a credit on the final invoice of the contract year for any shortfall in the Guarantee, and to the extent the shortfall exceeds the amount of the final invoice, pay to the SFA any shortfall of the Guarantee (not to exceed 100% of the amount of the Management and Administrative Fees paid by the SFA) within thirty (30) days after the end of the applicable contract year. In the event that a dispute exists in good faith as to whether a Changed Condition existed or affected the Guarantee, the FSMC may withhold the payment of the disputed amount and agrees that it shall work with the SFA to promptly resolve such dispute and any shortfall shall be paid within ten (10) days after such dispute has been resolved."

**L. Renegotiation of Financial Terms.** At the beginning of the first paragraph of this subsection L, insert the following language: "Except as contemplated in Section 12.11.G and 12.11.K.1 hereof,". At the end of the first paragraph of this subsection L, add the following language: "it being understood and agreed, however, that the occurrence of a Changed Condition shall not be considered foreseeable and predictable and may give rise to renegotiation of financial terms, as otherwise provided under this Contract."

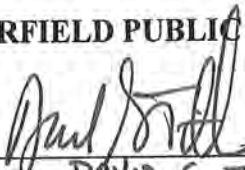
**SECTION XVI: Contract Term, Renewal and Termination**

**16.4** Insert the following language at the beginning of this paragraph: "With the exception of payment obligations for prior performance under this Contract,".

**16.10** The reference to "Paragraph 7.10" is hereby deleted and replaced with "Paragraph 16.3 or 16.9."

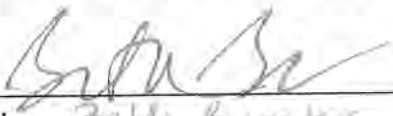
**SFA:**

**FAIRFIELD PUBLIC SCHOOLS**

By:   
Name: DAVID G TITLE  
Title: SUPERINTENDENT OF SCHOOLS  
Date: 7/25/16

**FSMC:**

**WHITSONS NEW ENGLAND, INC.**

By:   
Name: Beth Bunster  
Title: CFO  
Date: 7/21/16