

REQUEST FOR PROPOSAL (RFP) FOOD SERVICE MANAGEMENT COMPANY (FSMC)

SCHOOL NUTRITION PROGRAM

RFP NO. 3-2026

School Food Authority (SFA): Dubois Integrity Academy

Address: 6504 Church Street, Ste 1 & 2
Riverdale, GA 30274

REQUEST FOR PROPOSAL TIMELINE

Proposal Issue Date	May 15, 2026
Pre-Proposal Meeting-Date, Time and Location	May 28, 2026 DuBois Integrity Academy 6504 Church Street, Suite 1 & 2 Riverdale, GA 30274 1:00pm (EST)
Final Date for Written Questions	June 5, 2026 Submit to kbridgeforth@duboisintegrityacademy.com
Proposal Due Date and Time	June 15, 2026 – 9:00am
Proposal Due Location	DuBois Integrity Academy 6504 Church Street, Suite 1 & 2 Riverdale, GA 30274
Proposal Opening Date and Time	June 15, 2026 – 10:00am
Proposal Opening Location	DuBois Integrity Academy 6504 Church Street, Suite 1 & 2 Riverdale, GA 30274
Award Date (per award letter and determined by State Agency approval date)	TBD Based on State Agency approval.
Start Date and End Date: MM/DD/YYYY	July 1, 2026 – June 30, 2027 First day of service is August 5, 2026
Name of Awardee (completed after contract is awarded)	

SFA will consider (**Must choose one by marking with an X**):

- Cost-reimbursable Proposal
- Fixed meal price Proposal

INTRODUCTION

This document contains a Request for Proposal (RFP) for providing food service management services for Dubois Integrity Academy. This RFP sets forth the terms and conditions applicable to the proposed procurement.

REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that DuBois Integrity Academy, hereinafter referred to as the SFA, intends to examine alternatives to its present food service program. The offeror to this RFP will be referred to as the FSMC.

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

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal.

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

Any contract that may arise from this RFP will be between the FSMC and the SFA and upon acceptance, this document shall constitute the Contract between the offeror and the SFA. The Georgia Department of Education (GaDOE) is not, and will not be, a party to any contract between an SFA and an FSMC. The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled. However, GaDOE can deny payment to the SFA if the SFA fails to ensure that all parts of the Contract are followed.

Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws, rules, or citations are automatically incorporated herein, effective as of the date specified in such law, rule, citation, and/or USDA Memo.

In accordance with Federal law and U.S. Department of Education policy, SFAs and FSMCs are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

In the event of the FSMC's nonperformance under this contract or the violation or breach of the terms of this contract, the SFA shall have the right to pursue all available administrative, contractual and legal remedies

against the FSMC. 2 CFR Appendix II to Part 200 (A)

B. Procurement Method

Procurement Method will be the Competitive Sealed Proposal method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

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

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with applicable regulations and compliance with program regulations in accordance with 7 CFR 210.215, 220, 245, and 250; and FNS instructions and policy, as well as 7 CFR 210.16, 210.21, 250 Sub D, 7 CFR 200.318-326, Appendix II Part 200.

Procurement must be conducted so that there is no apparent or real conflict of interest.

C. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on May 28, 2026, at 1:00 pm. **Location:** DuBois Integrity Academy, 6504 Church Street, Suite 1 & 2, Riverdale, GA 30274.

Attendance is **optional**. (Note: If SFA makes attendance by offerors mandatory, then SFA may not waive the requirement.)

The meeting will be documented with a sign-in sheet. A summary of all information shared, questions asked, and answers will be provided as a numbered addendum(s) to this RFP to all interested parties. The addendum(s) must be signed by FSMCs and returned as part of the RFP/Contract.

Vendor presentations will not be scheduled at this time.

D. Request for Proposal Submission

Proposals will be received until **9:00 a.m. on June 15, 2026, at DuBois Integrity Academy, 6504 Church Street, Suite 1 & 2, Riverdale, GA 30274, for supplying the SFA with food service management services during the school year of 2026-2027**. All proposals will be time-stamped and dated upon receipt. Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

All proposals must be submitted in a sealed envelope marked as **Food Service Management Proposal, # 3-2026** and also marked on the envelope with the offeror's complete return address.

Email or facsimile (fax) submissions are not allowed.

Two copies of Competitive Sealed Proposals are to be submitted by US Postal Service (USPS), in person or by courier service to:

Name of SFA School Nutrition Director: Kymberly Bridgeforth
Mailing Address: 6504 Church Street, Suites 1 & 2
City: Riverdale
State/Zip: GA 30274

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If the offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Qualification data shall be submitted by each offeror along with the sealed Proposal. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for rejection of the Proposal or termination of any subsequent Contract. Include the following data:

- Offeror must be incorporated or licensed to do business in the State of Georgia and must be on or willing to be on the utilized list of FSMC vendors with the School Nutrition Division of the Georgia Department of Education (GaDOE). Provide any documents that indicate this listing.
- Annual reports or financial statements for the past fiscal year in the format of an accountant's review, including notes to the financial statements, and provided by a certified public accountant.
- Information that the offeror is doing business with, like SFAs, and is familiar with the regulations pertaining to operations in such environments, must be provided.
- Information that the offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting must be provided.
- Offeror shall submit for consideration such records of work and further evidence that may be required and requested by the SFA's Board of Education.

As provided herein, under state law and, or regulations and the SFA's local policy, discussions may be conducted with responsible offerors who submit proposals determined to be considered for award selection. Discussions will be for the purpose of clarification, to ensure full understanding of all terms and conditions of the response to this RFP and the Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

If additional information is requested to adequately respond to this RFP, please contact **Kymberly Bridgeforth** in writing at kbridgeforth@duboisintegrityacademy.com. Any additional information provided to one offeror will be available to all.

Competitive sealed proposals are subject to all conditions and specifications attached hereto.

D.1-Opening of Proposal:

Opening will be at **10:00 a.m. on June 15, 2026, at DuBois Integrity Academy, 6504 Church Street, Suite 1 & 2, Riverdale, GA 30274.** Proposals will not be accepted after the date and time as indicated in the RFP Timeline as the proposal due date. A State Agency (SA) representative shall accompany the opening of the proposals by means of virtual or in-person avenues. No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

E. Proposal Award Criteria

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. All proposals are to be safeguarded by the SFA. Proposals will be evaluated by an SFA committee based on the offer per meal/meal equivalent and the criteria, categories, and assigned weights as stated below (to the extent applicable). Each SFA committee member will score the proposals independently before the committee identifies the most advantageous response. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs, parents, teachers and/or administrators. If a committee member is an agent for, employee of or in any manner associated with a FSMC, that FSMC may not participate in the RFP and subsequent contract. Once a potential awardee is selected, after negotiations, the SFA will notify the SA for approval before the Contract is awarded.

The offerors will be notified after all responses have been scored as to the status of their proposals. No information is released until after the award is made.

Weighted Evaluation Criteria

The SFA must determine in advance of issuing the RFP what percentage each category below will be given when comparing proposals. SFA may amend, delete or add additional categories if needed with an overall 100 points total. However, SFA may not include a category of prior experience with an SFA as it would violate USDA's free and open competition regulation for procurement. A cut-off score must be pre-set by the SFA. Proposals that score under the cut-off score will not be considered for a contract and will be notified in writing. Only offerors that meet or exceed the cut-off score will enter into negotiations for a contract. The RFP must establish a level playing field for all offerors that submit proposals. Review the Criteria Award Table for the weighted percentages.

Criteria Award Table

(30) points Cost & Financial Proposal (**must be the highest points**)

(10) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)

(10) points Experience, References

(10) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(10) points Financial Condition/Stability, Business Practices

(10) points Accounting and Reporting Systems

(10) points Personnel Management

(10) points Promotion of the School Food Service Program (Ex: Georgia Grown, Farm to School)

100 points TOTAL

F. Proposal Protest Procedures

Any protest shall be in writing and shall be delivered to Sherryle Puryear, DuBois Integrity Academy, 6504 Church Street, Suite 1 & 2, Riverdale, GA 30274. A protest of a solicitation shall be received by the named individual before the offer due date. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
5. The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

The **SFA Board of Education** shall in all instances disclose information regarding protests to the State Agency.

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening of proposals, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA, and which will result in a binding Contract.

Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _____.

(FSMC must initial and date here to show agreement)

H. Final Contract

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

Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed by the SFA, awarded vendor, and approved in writing by the SA. Also, any renewals, amendments or addendums to the Contract must receive SA written approval before executing these modifications. 2 CFR 200.324(a) states that the SFA must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including *contract modifications*. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the SFA must make independent estimates before receiving any modifications. After written approval is received, all signed renewals, amendments and addendums will be sent to the SA and maintained on file by the SFA and FSMC.

The approved, signed and dated contract by both parties will be sent to the SA and kept on file for five years plus the current year and a final copy sent to the FSMC to maintain on file.

DEFINITIONS AND TERMS

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

1. **Accounting Period:** a specific period of time (e.g., each month)
2. **Allowable Cost:** costs that are allowable under 2 CFR Part 200 Subpart E Cost Principles. All costs must be necessary and reasonable to be allowable.
3. **Applicable Credit:** the meaning established in 2 CFR Part 200 Subpart E Cost Principles and 2 CFR 200.406, respectively.
4. **Calculation of Time:** periods of time, stated as a “number of days”, shall be calendar days.
5. **Charge:** any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached under the cost reimbursable section, and fully incorporated herein by reference.
6. **Contract:** this approved RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC’s Proposal, as accepted by SFA in its sole discretion.
7. **Cost-reimbursable contract:** a contract that provides for payment of incurred costs to the extent prescribed in the Contract, with or without a fixed fee.
8. **Direct Cost:** any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term Direct Cost does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
9. **Donated Foods:** *i.e.*, USDA Foods 7 CFR 210.16 (c)(4) and 7 CFR 250.2
10. **Effective Date:** July 1, 2026.
11. **Fixed Meal Price:** an agreed upon amount that is a fixed cost per meal or a fixed cost at the inception of the Contract and is guaranteed for a specific period of time.
12. **Fixed Fee:** an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor’s direct and indirect administrative costs and profit allocable to the Contract.
The fixed-price and fixed-fee contracts may include an economic price adjustment provision tied to a standard index.
13. **FSMC’s Proposal:** Food Service Management Company’s response to the RFP and Contract.
14. **GaDOE:** Georgia Department of Education

15. **Meal Equivalent for a fixed -price contract:** Used to determine payment to the FSMC for non-program food such as adult meals, milk sales, a la carte, catering, etc., as well as other reimbursable (SBP, SFSP, ACS, SMP) meals when a separate price is **not** proposed for meals other than NSLP. The other meals and non-program sales are converted into Meal Equivalents using the meal equivalency formula. The meal equivalency factor and meal equivalency formula shall remain fixed for the term of the Contract and all renewals. A la carte revenue should include all sales to adults and a la carte sales to students. *(FSMC Guidance for SFA's, 2016 edition)*
16. **Non-profit School Food Service Account:** the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
17. **Program(s) or Child Nutrition Program(s):** the USDA Child Nutrition Programs in which the SFA participates.
18. **Program Funds:** all funds that are required to be deposited into the Non-profit School Food Service Account.
19. **Proposal:** Food Service Management Company's response to the RFP and Contract.
20. **RFP:** SFA's Request for Proposal and Contract, and all of its attachments.
21. **SA:** State Agency of the Georgia Department of Education School Nutrition Division
22. **Services:** the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.
23. **SFA or School Food Authority:** the school food authority as defined in 7 CFR § 210.2. as the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.
24. **SFA's Food Service Budget:** the Food Service Budget for the Current School Year, which is attached to this Contract as Exhibit C and fully incorporated herein.
25. **SFA's Food Service Facilities:** the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
26. **SFA's Food Service Program:** the preparation and service of food to the SFA's students, staff, employees and authorized visitors, for the following programs as identified in the SFA's RFP and Contract, which may include the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Care Program, the Fresh Fruit and Vegetable Program (FFVP), Seamless Summer Option (SSO), Summer Food Service Program (SFSP) and a la carte food service.
27. **SFA's Food Service Location(s):** the schools or other locations where Program meals are served to SFA's schoolchildren.

28. **Summer Program:** either the Summer Food Service Program (SFSP) or the Seamless Summer Option (SSO) identified herein below, and in which SFA participates.
29. **USDA FNS:** United States Department of Agriculture, Food and Nutrition Service
30. **USDA Foods:** *i.e.* donated foods 7 CFR 210.16 (c)(4) and 7 CFR 250.2

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

1. Duration of Contract. Unless it is terminated, this Contract will be in effect for a period of one year commencing on **July 1, 2026, and terminating on June 30, 2027, and** may be renewed for four (4) additional terms of one year each upon mutual written agreement between SFA and FSMC.

Extension Option -The Contract may be extended up to three (3) months at the same proposed pricing provided mutual written agreement by both parties and **only** due to an unprecedented natural disaster or occurrence or other waivers issued by USDA regarding an extension for FSMC contracts.

2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Georgia Department of Education's (GaDOE) School Nutrition Division (SND). Both SFA and FSMC will follow Federal regulations in 7 CFR 210.16, 210.21, 250 and 2 CFR 200.
3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as Exhibit A and fully incorporated herein. If a program is added later (*i.e.*, a breakfast program) which is beyond the scope or original intent of this RFP/Contract, or if a material change is made to the RFP/Contract, the appropriate procurement procedures must be followed. (Reference 97SP-30, FNS Policy Memo, July 2005 Procurement Questions; and 2016 FSMC Manual; SP 28-2009; SP 02-2010; and SP 17-2012.) Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract, including the addition of a program such as breakfast (SBP) or summer food (SFSP), may be considered a material change. The SFA must evaluate the total cost and scope of the change to the existing contract and determine if a material change would occur. A key factor in determining whether a change is material is whether other offerors knowing of the change would have offered differently The SA must be notified of the determination, provided documentation, and give final written approval before the change may be implemented. If the change to the contract is considered a material change, a new solicitation must be issued. (Reference, FNS policy memo: July 2005 Procurement Questions)

SFA Programs: (mark each applicable one with X)

- National School Lunch Program (NSLP)

- School Breakfast Program (SBP)
 - Breakfast in the Classroom
 - Universal Breakfast

 - After-School Care Program (snack service) (ASCP—NSLP)
 - Seamless Summer Option (SSO-NSLP)
 - Special Milk Program (SMP)
 - Fresh Fruit and Vegetable Program (FFVP)
 - À la Carte
 - Adult Meals
 - Catering
 - Contract Meals
 - Vending (applies only to FSMC supplied vending machines)
 - Concessions (applies only to concessions operated by FSMC)
 - Other:
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4. FSMC shall

- a. be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

- b. implement an accurate point of service count using the counting system provided by SFA in its application to participate in the Child Nutrition Programs and approved by GaDOE for the sites listed in Exhibit A: Site Information and the programs listed above, herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8. Take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

- c. operate SFA's Food Service Program and shall include performance by FSMC of all the services, described in this Contract, for the benefit of SFA's students, faculty and staff.
 - d. maintain all records necessary, in accordance with applicable regulations, for SFA, GaDOE and USDA to complete required monitoring activities and must make said records available to SFA, GaDOE, and USDA upon request for the purpose of auditing, examination and review. 7 CFR § 210.16(c)(1).
 - e. cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction and must comply with SFA's local wellness policy.
 - f. comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of GaDOE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 7 CFR 200.317-200.326; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; Section 19 of the NSLP Act (FFVP); and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," and fully incorporated herein by reference.
 - g. comply with all SFA building rules and regulations.
 - h. provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable for providing such service. USDA commodities shall not be used for these special functions unless SFA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14).
 - i. agree to operate the Program according to federal, state, and local regulations in the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO).
 - j. agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM) in the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP). FSMC further agree that no more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.
 - k. obtain and post all licenses and permits that are required to be held under federal, state, or local law.
 - l. agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost contract* as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(c).
 - m. agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
5. SFA shall be responsible for

- a. signature authority for the application/contract, free and reduced-price policy statement, and programs, herein, and the monthly claim for reimbursement. 7 CFR §210.9(a) and (b) and 7 CFR §210.16(a)(5).
- b. development and distribution of the parent letter and Application for Free and Reduced Price Meals and/or Free Milk and participating in Direct Certification.
- c. implementation of eligibility for free or reduced-price policy for meals and free milk, as applicable, in accordance with 7 CFR Part 245.
- d. conducting any hearings related to determinations.
- e. verification of applications for Free and Reduced-Price Meals as required by USDA regulations.
- f. establishment and maintenance of the free and reduced-price meals' eligibility roster. 7 CFR § 210.7(c), 7 CFR § 210.9(b) (18) and 7 CFR § 245.6(e).
- g. ensuring the FSMC conducts the SFA's Child Nutrition Programs' operations in accordance with regulations.
- h. supervision of the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of Ga DOE and USDA regarding the Child Nutrition Programs.
- i. establishing all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
- j. control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- k. ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
- l. monitoring the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. 7 CFR § 210.16(a)(3).
- m. conducting an on-site review of the counting and claiming system at each SFA Food Service location no later than February 1 of each year *if* there is more than one SFA Food Service location.
- n. the counting and claiming system. 7 CFR § 210.8(a)(1).
- o. retaining control of the quality, extent, and general nature of the food service.

p. requesting additional food service programs of the FSMC; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet the USDA Smart Snacks.

q. agreeing to operate the Program according to federal, state, and local regulations, in the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO).

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

s. obtaining and posting all licenses and permits that are required to be held under federal, state, or local law.

t. ensuring that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).

u. agreeing that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(d).

v. ensuring that any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarships are not allowable.

w. ensuring that payments on any claim shall not prevent SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and proposed specifications.

x. agreeing that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

y. Take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

B. Food Service

FSMC shall:

1. serve meals on such days and at such times as requested by SFA.
2. offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs.
3. offer free, reduced-price, and paid reimbursable meals to all eligible children, in order to offer a la carte food service.
4. provide meals that meet the meal pattern set by USDA.
5. promote maximum participation in the Programs.
6. provide the specified types of service in the schools/sites listed in Exhibit A.
7. sell on the premises only those foods and beverages authorized by SFA and only at the times and places designated by SFA, and that meet School Nutrition Program requirements.
8. make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR §210.10(g)(1); and SP 30-2015). The FSMC may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, *Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff*.)
9. make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. 7 CFR § 210.10(g) and 7 CFR § 220.8

10. not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school sponsored event. 7 CFR 210.21(e)
11. must comply with all state and local laws that affect school meal preparation and/or service.

C. Use of Advisory Group/ 21-day Cycle Menus

1. SFA shall establish, and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. 7 CFR § 210.16(a) (8)
2. SFAs with no capability to prepare a cycle menu may, with GaDOE approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Source of cycle menu must be noted on the RFP cycle menu. 7 CFR 210.16(b)(1). After the first 21 day cycle, the FSMC must follow the outline steps in # 6 below.
3. FSMC shall serve meals that follow the 21-day menu cycles that meet the *food specifications* contained in Food Specifications, which is attached to this Contract as Exhibit E and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as Exhibit B and fully incorporated herein. At a minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA-required nutrient information; (ii) the identity of all branded or equivalent items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified in the NSLP menu cycle. A hard copy of these recipes shall be kept on file with SFA.
4. FSMC must follow: (i) the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program. 21 day menu cycle can be furnished by the FSMC as part of this proposal, if approved by the SFA and the menu meets all state and federal requirements.
5. FSMC shall serve *a la carte* items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include:
 - (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
 - (ii) the identity of all branded or equivalent items that may be used in the meal; and
 - (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for

each Meal Specification identified in the a la Carte menu cycle. A hard copy of these recipes shall be kept on file with SFA.

6. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16 (b)(1) and 7 CFR §210.10) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by FSMC and approved by the SFA. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, GaDOE and USDA for review upon request. (7 CFR 210.16(c) (1) and 7 CFR §210.23)
7. If the SFA participates in the FFVP (Fresh Fruit and Vegetable Program), the FSMC must submit a FFVP cycle menu, based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, available from the FNS website, and as described in current guidance from USDA and GaDOE.

D. Purchases

1. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require procurements not involving FSMC.
2. If the SFA participates in the FFVP, FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or GaDOE review. Cost should be broken into two categories, operational cost and administrative cost.
 - a. Operational cost should cover the primary cost to run the FFVP to include purchase of fruits and vegetables, including the cost of pre-cut produce and delivery of charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.
 - b. Administrative costs are used principally to support planning and managing the program. Administrative costs cannot exceed ten (10%) percent of SFA's FFVP costs. SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. GaDOE will monitor SFA and FSMC to ensure strict compliance with this provision.
3. SFA must check one of the purchasing options stated herein below:
(Note: SFA may not change the purchasing option once it has issued its RFP. Any change would be considered material and require SFA to either begin its procurement process again so that all offerors have the same opportunity or require SFA to pay FSMC using funds other

than School Nutrition funds.):

- a. SFA will do all purchasing for School Nutrition Program (SNP).
 - b. Except for Section P, Optional Requirements, Paragraph 2, SFA will do all purchasing for SNP.
 - c. For Fixed-Price Per Meal Contracts: FSMC will buy the beginning inventory, exclusive of commodities, from SFA.
4. SFA and FSMC acknowledge that, to the extent required by 7 CFR § 210.21 (d) and 2 CFR Part 200.322, SFA must to the maximum extent practicable purchase only domestic foods and food products that are processed in the United States using over 51% domestic foods. FSMC must document, and SFA approve, the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food and/or when food is not produced or manufactured in sufficient quantities domestically to be available in satisfactory quantities.
5. SFA and FSMC acknowledge that to the extent required by Georgia Education Code § 44.042(a), unless preempted by federal law or regulations, SFA or FSMC, if box c has been checked in paragraph 3 herein above, will use best efforts to purchase agricultural products produced, processed or grown in Georgia if the cost and quality are equal. The availability of Georgia products is expected by SFA. The Farm to School relationship should be enhanced, encouraged, and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the FSMC submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled, and a good faith effort put forward by FSMC to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price be paid to farmers to help make this important segment of our business sustainable. The evaluation and scoring of how these preferences will be calculated will be outlined in the proposal award criteria table.

E. USDA Foods, i.e. Donated foods

SFA shall:

- 1. retain title to all USDA Foods.
- 2. ensure that FSMC has credited the SFA for the value of all USDA Foods received for use in SFA's meal service in the school year. 7 CFR § 250.51(a) USDA Department of Defense (DoD) fresh fruit and vegetable program is considered USDA foods.
- 3. maintain responsibility for procuring processing agreements, private storage facilities, or any aspect of financial management relating to USDA Foods. 7 CFR 250.15
- 4. ensure that the maximum amount of USDA Foods is received and utilized by FSMC. 7 CFR § 210.9(b)(15)

5. consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

FSMC:

1. will conduct all activities relating to USDA foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable. Shall ensure that all federally USDA foods received by SFA and made available to the FSMC accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein (7 CFR § 210.16(a)(6)).
2. shall accept and use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused USDA ground beef, pork and processed end products to SFA. 7 CFR § 250.53.
3. agrees to accept and use all other USDA foods in SFA's food service. FSMC **may not use or substitute** commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA foods, in SFA's Food Service Program. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA foods to SFA. The value of other unused USDA Foods shall be based on the market value based on the value in USDA's WBSCM (Web Based Supply Chain Management or current system) at the time the USDA Foods were received by the SFA. 7 CFR 250.51(a).
4. is prohibited from entering into any processing contracts utilizing USDA foods on behalf of SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.53). Will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of SFA, or remittance of refunds for the value of USDA foods in processed in products to SFA, in accordance with requirements in 7 CFR, part 250 subpart C.
5. shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA foods.
6. shall credit SFA for the value of all USDA foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA foods contained in processed end products. The manner in which FSMC shall account for the value of USDA foods is as follows: (7 CFR § 250.51)
 - Fixed-meal rate:** FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA foods received for use in SFA's food service. The market value is based on the allocated value provided to SFA through GaDOE's food distribution program, and/or through the current data entry location, WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by the SFA.
7. will comply with 7 CFR 250.14(b) and 250.52 concerning storage and inventory management of USDA foods in accordance with 7 CFR 250.52. FSMC will maintain accurate and complete records

with respect to the receipt; use/disposition, storage, and inventory of USDA foods and ensure that its system of inventory management will not result in SFA being charged for USDA foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA foods. At the discretion of the SFA, a monthly inventory report or velocity report may be required to show the usage of USDA Foods.

8. shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA foods. (7 CFR § 250.53(a) (10))
9. shall maintain records to document its compliance with requirements relating to USDA foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a) (11))
10. acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA foods. (7 CFR § 250.53(a) (12))
11. acknowledges that in a Fixed-meal rate contract, the proposed rate per meal must be calculated as if no USDA foods were available.
12. is prohibited from cashing out USDA Foods and providing a credit to the SFA for USDA Foods (7CFR 250.13)

F. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as Exhibit D and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as Exhibit G and fully incorporated herein.
employees retained by:

- SFA (See Exhibit D, Chart 4)
- FSMC (See Exhibit G)
- Both SFA and FSMC (See Exhibit D, Chart 4 and Exhibit G)

(If SFA is transitioning employees to FSMC payroll, each position to be transitioned and date of anticipated transition shall be identified in Section O, *Optional Requirements to Be Included* herein)

For any employees retained by FSMC, SFA shall provide in Exhibit G a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.

3. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
4. If SFA is sharing FSMC employees with other SFAs, SFA shall identify in Chart 9 of the List of Charts and Other Attachments, which is attached to this Contract as Exhibit D and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA.
5. SFA shall have final approval regarding the hiring of the highest ranking FSMC employee assigned to SFA's Food Service Program. The SFA program director is responsible for maintaining oversight and responsibility for planning, administering, implementing, monitoring, and evaluating school meal programs. Both the FSMC director and the SFA director must meet hiring standards and training standards as indicated at <http://www.fns.usda.gov/school-meals/professional-standards>. The hours of annual required training for directors applies to both FSMC director and SFA director. The FSMC director must provide SFA with documentation of training and subject matter of each training.
6. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.
7. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.
8. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
9. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
10. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
11. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
12. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
13. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such

- employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
14. FSMC shall cause all its employees assigned to duty on SFA's premises to submit satisfactory evidence of compliance with all health regulations to SFA upon request.
 15. To the extent and in the manner required by state law and/or the SFA's local policy, the FSMC shall perform a finger-printed security (background) check on any FSMC employee that will be working at the SFA's location.
 16. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
 17. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract. The FSMC must provide the SFA with documentation of training hours and subject matter of training for all employees.
 18. Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

G. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
2. Non-expendable supplies and capital equipment: At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the

beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. Food and Supplies: At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
(1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value at the time the USDA foods are received by SFA.
4. FSMC shall:
 - a. maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level specified by SFA. Notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.
 - b. maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with GaDOE.
 - c. provide SFA with keys for all food service areas secured with locks.
 - d. not remove any SFA owned equipment from SFA's premises.
 - e. comply with all SFA building rules and regulations.
 - f. surrender to SFA all of SFA's equipment and furnishings used in the SFA's Food Service Program, in good repair and condition, with reasonable wear and tear excepted upon termination or expiration of this Contract
 - g. not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA.
 1. If such usage is mutually acceptable, there shall be a written, signed and dated agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage.
 2. Such usage may not result in a cost to the Non-profit Food Service Account.
5. SFA shall:
 - a. replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from careless use by the employees of FSMC.
 - b. provide FSMC with local landline telephone service, water, gas and electric service for the food service program.
 - c. furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
 - d. be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of FSMC.
 - e. not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
 - f. shall retain title to all SFA food and supplies in SFA during the course of this Contract.

- g. conduct a physical inventory of all equipment, food and supplies owned by the SFA upon the termination or expiration of this Contract.

H. Health Certifications/Food Safety/Sanitation

1. FSMC shall:
 - a. maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement of § 210.13(b). 7 CFR § 210.9(b)(14)
 - b. maintain all State of Georgia and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. 7 CFR § 210.16(c)(2)
 - c. obtain and post all licenses and permits as required by federal, state, and/or local law.
 - d. comply with all State of Georgia and local and sanitation requirements applicable to the preparation of food. 7 CFR 210.16(a)(7)
 - e. adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition by 42 U.S.C. § 1758(h)(5)(A).
 - f. allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service. Provide the SFA with a copy of the health inspection report within 5 days after each health department visit.
2. SFA shall:
 - a. maintain applicable health certification.
 - b. ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at an SFA facility. 7 CFR § 210.16(a)(7)
 - c. provide sanitary toilet and hand washing facilities for the employees of FSMC as required by state and local sanitation requirements.
3. SFA and FSMC will follow the responsibility for tasks as designated in Exhibit D, Chart 2, Designation of Program Responsibilities.
 - a. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of the SFA.

I. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in SFA's Non-profit School Food Service Fund.
2. All facilities, equipment, and services to be provided by SFA shall be provided at the SFA's expense.
3. Computation of Meal Equivalency Rate (as applicable in fixed-price contracts):

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

MEAL EQUIVALENCY RATE	
Lunch Meal Equivalency Rate:	
Current Year Federal Free Rate of Reimbursement:	\$ 4.65
Current Year Additional Reimbursement Rate: (6-cent or 7-cent), if applicable	\$.06
Current Year Value of USDA Entitlement Donated Foods:	\$ _____
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$ _____
Total Meal Equivalent Rate:	\$ 4.71

4. **Payment Terms/Method**

SFA must select the following option for a fixed price contract:

- a. (Sealed Proposals) Fixed-meal Rate—the FSMC must propose and will be paid at a fixed rate per meal/Meal Equivalent. The proposed amount should be based on the assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with the Federal regulations and Section E as stated above.

To be completed by the FSMC:

Fixed Price Per Meal/Meal Equivalent:

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

5. The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the

U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) and USDA. Recommend using the USDA CPI price outlook report located at:
<https://www.ers.usda.gov/data-products/food-price-outlook>

6. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in writing and advance by the SA and SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA through the renewal letter received from the SFA of each year. Fixed meal rate prices should be carried to a consistent decimal placement for each meal from year to year. No other fee increases will be allowed. A renewal letter will be sent to the FSMC by the SFA, and FSMC may note the price increase on the signed renewal letter and return it to the SFA. The SFA must then send it to the SA for written approval before execution of the renewal.
7. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, Afterschool Care Snack Program and Summer Program meals served to children shall be determined by the Meal Equivalency Formula based on actual meal counts. Any meal not covered by the prices indicated in #3 above will be determined by using the following formula:
 - All student reimbursable lunches are counted as one meal equivalent for each lunch served.
Number of reimbursable x 1
 - Full second student lunches can be counted as a la carte income or as an adult lunch served.
 - Lunches eaten by school food service employees at no charge for the meal are considered in kind and should not be counted as a meal equivalent.
 - Three breakfasts are the equivalent of two lunches.
Breakfast Meal Equivalent = Number of breakfasts served x .66 (conversion factor)
 - Three snacks are the equivalent of one lunch.
Snack Meal Equivalent = Number of snacks served divided by 3
 - All other food sales, a la carte income, catered income and vending income will be divided by the Meal Equivalency Rate.
8. No payment will be made to FSMC for meals that (7 CFR 210.10, 210.16, and 220.8):
 - a. are spoiled or unwholesome at the time of delivery;
 - b. do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or
 - c. do not otherwise meet the requirements of this Contract.
9. Payment Terms/Method: FSMC shall invoice SFA within 3 calendar days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
10. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
11. FSMC must:
 - a. be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees.
 - b. indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.

12. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approved in writing by GaDOE.

J. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the **5th business day** following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the **5th business day** following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
3. FSMC shall provide SFA with a year-end statement.
4. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of five years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the five-year record retention period, the records must be retained beyond the five-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9(b)(17) and 2 CFR §200.333).
5. Authorized representatives of SFA, GaDOE, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site or off-site administrative reviews and procurement reviews of the food service operation.
6. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

K. TERMINATION OF CONTRACT FOR CAUSE OR CONVENIENCE - 2 CFR Appendix II to Part 200 (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the recipient and/or subrecipient including the manner by which it will be affected and the basis for settlement:

- (a) **Termination for Cause.** The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the FSMC, or if the FSMC fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the FSMC with a written notice thirty (30) days prior to the contract termination date, outlining the reasons for the termination and specifying the remedies the SFA intends to pursue. Following thirty (30) days' written notice, the SFA may terminate the Contract in whole or in part without the payment of

any penalty or incurring any further obligation to the FSMC. Following termination upon notice, the FSMC shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the SFA up to and including date of termination. In the event of termination for cause, the SFA shall not be liable to the FSMC for any amount for supplies or services not accepted, and the FSMC shall be liable to the SFA for any and all rights and remedies provided by law. The FSMC may also terminate this contract under the same set of aforementioned conditions.

The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the FSMC in default of its obligation under the Contract:

- (i) The FSMC fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- (ii) The SFA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The FSMC fails to make substantial and timely progress toward performance of the

Contract;

- (iv) The FSMC becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the FSMC terminates or suspends its business; or the SFA reasonably believes that the FSMC has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The FSMC has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The FSMC has engaged in conduct that has or may expose the SFA or the State to liability, as determined in the SFA's sole discretion; or

intellectual (vii) The FSMC has infringed any patent, trademark, copyright, trade dress or any other property rights of the SFA, the state, or a third party.

SFA (viii) Immediate Termination. This contract will terminate immediately and absolutely if the determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the SFA cannot fulfill its obligations under the Contract, which determination is at the SFA's sole discretion and shall be conclusive. Further, the SFA may

terminate the Contract for
without advance notice:

any one or more of the following reasons effective immediately

1. In the event the FSMC is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
2. The SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or sub-contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
3. The FSMC fails to comply with confidentiality laws or provisions;
4. The FSMC furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete: and/or
5. The FSMC or SFA commits a material breach of this Contract.

(b) **Termination for Convenience.** The SFA may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions. The contractor will be compensated for work performed and costs incurred up to the date of termination, as well as any charges that directly result from the termination.

(c) **Notice of Default.** If there is a default event caused by the FSMC, the SFA shall provide written notice to the FSMC requesting that the breach or noncompliance be remedied within the period of time specified in the SFA's written notice to the FSMC. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the SFA may:

- (i) Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting FSMC, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(d) **Termination Due to Change in Law.** The SFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the FSMC as a result of the following:

- (i) The SFA's authorization to operate is withdrawn or there is a material alternation in the programs administered by the SFA; and/or
- (ii) The SFA's duties are substantially modified.

(e) **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the SFA, the SFA shall pay only those amounts, if any, due and owing to the FSMC for goods and services actually rendered up to and including the date of termination of the Contract and for which the SFA

is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the FSMC's claim. This provision in no way limits the remedies available to the SFA under the Contract in the event of termination. The SFA shall not be liable for any costs incurred by the FSMC in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract. Additionally, the FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

- (f) **The FSMC's Termination Duties.** Upon receipt of notice of termination or upon request of the SFA, the FSMC shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the SFA may require;
 - (ii) Immediately cease using and return to the SFA, any personal property or materials, whether tangible or intangible, provided by the SFA to the FSMC;
 - (iii) Comply with the SFA's instructions for the timely transfer of any active files and work product by the FSMC under the Contract;
 - (iv) Cooperate in good faith with the SFA, its employees, agents, and the FSMC during the transition period between the notification of termination and the substitution of any replacement FSMC;
 - (v) Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the FSMC; and
 - (vi) Understand that all supplemental contracts, purchase orders, and/or orders for goods or services issued by the SFA and accepted by the FSMC shall survive the expiration or termination of this contract.

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

L. Insurance

(SFA MUST evaluate and determine acceptable insurance limits for this section.)

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Georgia.
A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. ***The information below must be completed by SFA:***

- a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury

\$ 1,000,000 Combined Single Limit.
- b. Automobile Liability coverage \$ 1,000,000 Combined Single Limit.
- c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 1,000,000
- d. Excess Umbrella Liability with a combined single limit of \$ 1,000,000

- 3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- 4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

M. Trade Secrets and Proprietary Information

- 1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations (Trade Secrets).
 - a. SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract.
 - b. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC.
 - c. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract.
 - d. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods.
 - e. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without

- limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA.
- f. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software, and SFA shall not retain such software beyond the termination of this Contract.
 - g. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
 - h. All of SFA's obligations under this section are subject to SFA's obligations under the Georgia Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information.
 - i. This provision shall survive termination of this Contract.
2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which GaDOE and USDA shall have unrestricted rights.
 3. During the term of this Contract, FSMC may have access to SFA confidential information (SFA Confidential Information), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)).
 - a. FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
 - b. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract.
 - c. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract.
 - d. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

N. Certifications

FSMC shall execute and comply with the following Certifications:

- Debarment certification (2 CFR Appendix II to Part 200 (H)) shall be provided by:
 - a. the SFA providing the page from www.sam.gov and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or
 - b. signing this Agreement, the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Georgia; or
 - c. submitting the Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form (Exhibit N);

- Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein;
- Certification Regarding Lobbying (2 CFR Appendix II to Part 200 (I), which is attached to this Contract as Exhibit K and fully incorporated herein; and Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein;
- Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated herein.

O. Miscellaneous

1. EMERGENCY NOTIFICATIONS.

- a. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name (FSMC information):

Title:

Telephone number:

Alternate telephone number:

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

Name (FSMC information):

Title:

Telephone:

Alternate telephone number:

2. **GOVERNING LAW.** This Contract is governed by and shall be construed in accordance with Georgia and federal law.

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

4. INCORPORATION/AMENDMENTS.

This Request for Proposal and Contract, which includes the attached Exhibits A – M and FSMC’s proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

- (i) SFA’s Request for Proposal Solicitation

- (ii) FSMC proposal documents.
- (iii) SFA/FSMC final RFP/Contract

The SFA alone must be responsible, in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k)

No modification or amendment to this Contract shall become valid until a contract cost analysis is performed and when approved by the SFA's legal representative and when exceeding the simplified acquisition threshold per 2 CFR 200.324(a). This also must be approved in writing by GaDOE prior to execution and signed by both parties.

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

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

To SFA: _ Kymmberly Bridgeforth and Craig Cason _

To FSMC: _____

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person and when received. All notices will be time and date stamped when received and kept on file.

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

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

- 9. **SUBCONTRACT/ASSIGNMENT.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to

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

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

11. **GaDOE REVIEW.** This Contract along with any amendments, addendums or renewals is not effective until it is approved, in writing, by the GaDOE. Contract cost and price analysis may be applicable (subject to simplified acquisition threshold) with any contract modifications in 2 CFR 200.324(a). Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this final awarded Contract. GaDOE is not a party to any contractual relationship between a SFA and a FSMC. GaDOE is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this RFP template. GaDOE's review and approval of the Contract is limited to assuring compliance with federal and state procurement requirements. GaDOE does not review the fairness, advisability, efficiency, or fiscal implications of the Contract.

Exhibits

Exhibit A

SCHEDULE OF FOOD SERVICE LOCATIONS (To be completed by SFA)

School Name	School Address	Cafeteria Phone Number
Dubois K-3	6479 Church Street, Riverdale, GA 30274	<u>770-997-4860</u>
Dubois 4-5	6712 West Fayetteville Road, Riverdale, GA 30296	<u>678-489-6084</u>
Dubois 6-8	749 Main Street, Riverdale, GA 30274	<u>770-629-1235</u>

Exhibit B

PROGRAM MENU CYCLES

**MENU CYCLE FOR
NATIONAL SCHOOL LUNCH PROGRAM**

Attach a sample 21-day cycle lunch menu prepared by the SFA or **FSMC**. *(highlight which one)*
This menu must be used for the first 21-day cycle of the new school year.

2026 - 2027 School Year (Insert applicable school year)

Campus Level: K-8

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20

21				

Exhibit B

Exhibit B

**MENU CYCLE FOR
SCHOOL BREAKFAST PROGRAM**

Attach a sample 21-day cycle breakfast menu prepared by the SFA or **FSMC**. *(highlight which one)*
This menu must be used for the first 21-day cycle of the new school year.

2026 - 2027 School Year (Insert applicable school year)

Campus Level: K-8

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit B

**MENU CYCLE FOR
AFTER SCHOOL CARE PROGRAM (Snack Services)**

Attach a sample 21-day cycle after school care menu prepared by the SFA or **FSMC**. (*highlight which one*)
This menu must be used for the first 21-day cycle of the new school year.

2026 - 2027 School Year (Insert applicable school year)

Campus Level: K-8

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit C

Reimbursable Breakfast Meal Rate Fee	_\$2.94_
Reimbursable Lunch Meal Rate Fee	_\$4.71_
A la Carte Equivalent Meal Rate Fee	_\$0.00_
SFA Direct Expense	_\$0.00_

Total Expenses _____

Commodities (USDA Foods. i.e. donated foods)

Commodities Used (SFA may call GADOE for usage amount by the SFA) _____

Commodity Delivery _____
 Commodity Processing _____

Surplus / Subsidy =

Total Revenues – Total Expenses _____

FSMC Guaranteed Return, first year _____

FSMC Guaranteed Return, renewal year (s) _____

FSMC Guaranteed Break Even _____

FSMC Guaranteed Subsidy _____

SFA Employee responsible for submission of this budget data:

Name: Kymmerly Bridgeforh

Telephone: (770) 629-1534

FSMC Employee responsible for submission for this budget data: (if applicable)

Name: _____

Telephone: _____

Exhibit D

LIST OF CHARTS

(SFA must complete Charts 1-11 and include in the RFP/Contract)



Chart 1: Enrollment Chart (By Campus)

School Name	School Address	Current Enrollment
Dubois K-3	6479 Church Street Riverdale, GA 30274	<u>596</u>
Dubois 4-5	6712 West Fayetteville Road Riverdale, GA 30296	<u>279</u>
Dubois 6-8	749 Main Street Riverdale, GA 30274	<u>379</u>

Chart 2: Designation of Program Expenses and Responsibilities

DESIGNATION OF PROGRAM EXPENSES/RESPONSIBILITIES

The SFA has deemed the following Program Expense/Responsibility schedule to be a necessary part of this proposal specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost and/or duties.

DESCRIPTION	FSMC	SFA	N/A (not applicable)
FOOD:			
Food Purchases	X		
Buy American non-domestic tracking tool	X		
USDA Foods Processing Charges	X		
Processing and Payment of Invoices	X		
LABOR:	X		
FSMC EMPLOYEES:			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
SFA EMPLOYEES:			
Salaries/Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers' Compensation		X	
Unemployment Compensation		X	

The items listed below with two asterisks (**) are Direct Cost items that may or may not apply to the SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to its operation or designate them as not applicable.

DESCRIPTION	FSMC	SFA	N/A ^{1*}
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¹Exhibit M

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may 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 entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 General Services Administration's System for Award Management Exclusions database.
- (9) 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.

- (10) Except for transactions authorized under paragraph (6) 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 may terminate this transaction for cause or default.

Form AD-1047 (REV 12/22)
Page 2 of 2

THE CIVIL RIGHTS ASSURANCE

DuBois Integrity Academy hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender

expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or

other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, **DuBois Integrity Academy** agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on **DuBois Integrity Academy**, 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 behalf of **DuBois Integrity Academy**.

Signature of SN Director or Designee

Printed Name: Kymmerly Bridgeforth

Title: School Nutrition Director

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual written agreement for an optional four additional one-year terms.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and dated by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

OTHER EXPENSES:			
**Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies		X	
**Tickets/Tokens		X	
China/Silverware/Glassware:			X
Initial Inventory			X
Replacement during Operation			X
Telephone:			
Local		X	
Long Distance	X		
Uniforms	X		
**Linens	X		
Laundry	X		
Trash Removal:			
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control		X	
Equipment Replacement:			
Nonexpendable		X	
Expendable		X	
Equipment Repair		X	
**Car/Truck Rental (Include Explanation in RFP)	X		
**Vehicle Maintenance	X		
**Courier Service (i.e., Bank Deposits, School Deliveries)	X		
**Storage Costs:			
Food	X		
Supplies	X		
**Office Supplies	X		
**Printing	X		
**Promotional Materials	X		

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

**Taxes			
Sales	X		
Other	X		
**License Fees	X		
Other (Add other expenses charged to food service. Overhead expenses incurred by FSMC cannot be included)			

Cleaning responsibilities are listed below:

Food Preparation Areas (Include Equipment)	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors		X	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees		X	
Grease Traps		X	
Daily Routine Cleaning of Dining Room Tables and Chairs		X	
Thorough Cleaning of Dining Room Tables and Chairs		X	
Cafeteria Walls		X	
Kitchen Walls	X		
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Hoods		X	
Grease Filters		X	
Duct Work		X	
Exhaust Fans		X	
Other: (List Below)			

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

Chart 3: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of anticipated opening must be included

School Name	School Address	Projected Enrollment
Dubois K-3	6479 Church Street Riverdale, GA 30274	700
Dubois 4-5	6712 West Fayetteville Road Riverdale, GA 30296	350
Dubois 6-8	749 Main Street, Riverdale, GA 30274	450

Chart 4: Staffing Chart (Identifying whether each position is SFA or FSMC personnel):

Nutrition Director	SFA	100%
Servers	FSMC	100%
Food Preparation	FSMC	100%

Chart 5: Participation Data for free, reduced-price and paid meals Chart

Free	Reduced	Paid
100%	0%	0%

Chart 6: Chart stating Campus Serving Times

School Name	School Address	Breakfast	Lunch	Snack
Dubois K-3	6479 Church Street, Riverdale, GA 30274	7:00am – 7:55am	10:15am – 1:10pm	4:00pm
Dubois 4-5	6712 West Fayetteville Road, Riverdale, GA 30296	7:20am – 7:55am	11:30am – 12:30pm	N/A
Dubois 6-8	749 Main Street, Riverdale, GA 30274	7:00am – 8:05am	10:30am – 12:30pm	4:00pm

Chart 7: Chart stating Meal Prices

N/A as SFA is a Community Eligibility Provision School and all meals are at no charge for students

Chart 8: Chart/copies of Reimbursement Claims for Current and Prior School Years

See attached document

Chart 9: Indicate which type of service you need:

- Full service on-site food prep (cook, serve on-site at school location)
- Off-site food prep and deliver to SFA (hot and cold meals in servable pans) and SFA serves
- Off-site food prep and deliver to SFA (hot and cold meals in servable pans) and FSMC serves
- Off-site food prep and deliver to SFA (hot and cold meals pre-packaged (unitized)) and SFA serves
- Off-site food prep and deliver to SFA (hot and cold meals pre-packaged (unitized)) and FSMC serves
- Other: (indicate what that would be)

Chart 10: School Calendar for solicitation year. If SFA does not have an approved school calendar, please submit projected school calendar with RFP.

See attached document

Chart 11: SFA should include a list of all equipment in their food service and serving areas.

See attached document

Exhibit E

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (USDA) *Food Buying Guide* (FBG), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations.

- All USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- Compliance with Buy American Provision stating that all foods must be domestic and that food products processed in the United States use over 51% domestic foods.

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

- Breads, bread alternates, and grains must be made from domestic whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
 - All meat and poultry must be domestic and have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be domestic whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
 - All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) must be domestic and shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
1. All cheese must be domestic and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must be domestic and have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. Section 4207 of the Agriculture Improvement Act of 2018 specifies that, in order to be compliant with the Buy American requirements, agricultural commodities and the products of agricultural commodities shall be processed in the United States and substantially contain meats, vegetables, fruits, fish, and other agricultural commodities produced in the

United States or any territory or possession of the United States. The Act provides clarification on the treatment of harvested fish under the Buy American requirements. In order to be compliant:

- Farmed fish must be harvested within the United States or any territory or possession of the United States.
 - Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.
-
- All fresh fruits must be domestic and ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have a characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
 - All fresh vegetables must be domestic and ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
 - All canned vegetables must be domestic and meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
 - Eggs must be domestic and inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
 - Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
 - If applicable, for processed food products, processing must occur in the United States, therefore, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
 - Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
 - Fluid milk must be domestic and offered in a variety of at least two different fat contents. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards. A school participating in the Program, or an person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event.

Exhibit F

SCHEDULE OF APPLICABLE LAWS

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- FSMC shall comply with 2 CFR Appendix II to Part 200 (E) of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60. 2 CFR Appendix II to Part 200 (C)
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- BUY AMERICAN STATEMENT (Food only) 7 CFR 210.21(d)
Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.
Buy American:
(1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—
 - (i) An agricultural commodity that is produced in the United States; and
 - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs and when

considering limited exceptions to the Buy American provision-USDA Memo SP 38-2017; SP 23-2024.

Documentation must be received that demonstrates:

- (1) Consideration on the use of domestic alternative foods before approving an exception;
- (2) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and
- (3) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

The FSMC agrees to assist the SFA with ensuring that the annual cost of non-domestic food purchases acquired with School Nutrition Program funds does not exceed the caps established as applicable to the contract and optional renewals. This will be tracked through a Buy American Tracking Tool, and the responsibility is indicated in Exhibit D, Chart 2.

DOMESTIC PREFERENCE FOR GOODS AND MATERIALS (Applicable to non-food only) 2 CFR 200.322, 2 CFR Appendix II to Part 200 (L)

As appropriate and to the extent consistent with law, the recipient and/or sub-recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy American preferences set forth in 2 CFR part 184.

- FSMC has signed the Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, per 2 CFR Appendix II to Part 200 (G): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- FSMC shall comply with the Lobbying Certification, Exhibit J, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted

Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K-1. 2 CFR Appendix II to Part 200 (I)

- Food Recalls and Biosecurity: The FSMC shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The FSMC shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. The selected FSMC will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. The FSMC will define their policy and procedures for handling food recalls on a separate document to be submitted along with a proposal. The FSMC will provide the contact person and the backup person's contact information, who will handle food recalls, to the school nutrition director or designee. Are the food recall procedures in compliance with 7 CFR 250 (NOTE: SFA responsibilities include: Implementing the recall procedures upon notification of a recall of USDA Foods;"&"Assigning a food safety coordinator and alternate, and provide the names, titles, email addresses, and telephone and fax numbers of the coordinator and alternate "&"; Maintaining a contact list for SFA serving sites, distributors, and other recipients. This list should have two recall contacts per site and be verified annually; Notifying all sites re: recall immediately – 24 hours or less, and ensure that the affected products are isolated and labeled "Do Not Use" to avoid accidental use; Identifying the locations of the affected products, and verify that the products have the correct product identification codes; Contacting further processors to track redirected food affected by the recall; Conducting an inventory assessment – 48 hours or less, of affected product: Served; Remaining in-stock at schools, warehouses, and distributors; Further distributed to program participants; Redirected for further processing; Submit the inventory assessment information to the SA Food Distribution Unit; and follow applicable destruction/disposal instructions provided by the SA).

Company Name	
Contact Name	
Phone Number	
E-mail address	
Back-Up Contact Name	
Phone Number	
E-mail address	
School System	DuBois Integrity Academy
School Nutrition Contact Name	Kymmberly Bridgeforth

Phone Number	(770) 629-1534
E-mail address	kbridgeforth@duboisintegrityacademy.com
Back-Up School Nutrition Contact Name	Sherryle Puryear
Phone Number	(770) 629-1534
E-mail address	spuryear@duboissccs.org

- Biosecurity: The FSMC must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. FSMC will define their biosecurity policy and procedures on a separate document to be submitted along with proposal.
- Davis Bacon Act: (for construction contracts in excess of \$2,000) (if applicable) 2 CFR Appendix II to Part 200(D). Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Rights to Inventions Made Under a Contract or Agreement (if applicable) 2 CFR Appendix II to Part 200 (F). If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.2016, 2 CFR Appendix II to Part 200 (K)) (if applicable) Contractors and subcontractors are prohibited from using federal funds to enter into, extend or renew contracts for covered equipment, services, or systems that use covered telecommunications as a substantial or essential component of any system or critical technology as part of any system.
- Procurement of Recovered Materials: (2 CFR 200.323, 2 CFR Appendix II to Part 200 (J) (if applicable) An SFA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- Force Majeure:
If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor's performance for more than thirty (30) days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.
- HACCP Requirements (N/A to Equipment):
The School Nutrition Program expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential FSMC and their manufacturers. Prior to awarding the proposal, the School Nutrition Program may require documentation verifying that a written HACCP plan is followed.
The successful offeror must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:
 - traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
 - provision of 24/7 accessibility to successful offeror(s) staff in the event of a food/USDA Hold/Recall
 - public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Offeror shall provide ability to District of conducting a mock recall for product once per year.

Offeror will be responsible for all costs associated with replacement product(s), including but not limited to labor, shipping charges and product credit.

- HUB (Historically Underutilized Businesses) Statement:

It is the intent of the SFA Board of Education to provide contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts (2 CFR 200.321)

Exhibit G

SCHEDULE OF FSMC EMPLOYEES

SFA must state in detail minimum qualifications for each FSMC position that will work with SFA on or off-site.

(To be completed by SFA)

- All employees must have food handler's certification
- All employees that are on SFA premises must be able to pass the full background check that all Dubois Integriity Academy employees are subject to.

Exhibit H

SCHEDULE OF SFA TERMS FOR FSMC GUARANTY
(Mark N/A if not applicable)

N/A

Exhibit I

ANTI-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

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

Signed

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

Notary Public (or Clerk or Judge) _____

My commission expires:

Exhibit J

Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code (The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date



Exhibit K

Disclosure of Lobbying Activities

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

(The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I)

(See next page for public burden disclosure)

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. proposal/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial offering
- b. material change

For Material Change Only:

Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:

_____ Prime _____ Sub-awardee
Tier _____, *if known:*

Congressional SFA, *if known:*

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:

Congressional SFA, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

\$ _____

Exhibit K (Continued)

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p><i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>Actual _____ Planned _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p>____ a. cash</p> <p>____ b. in-kind; specify: nature</p> <p>_____</p> <p>value _____</p>	
<p>13. Type of Payment <i>(check all that apply):</i></p> <p>____ a. retainer</p> <p>____ b. one-time fee</p> <p>____ c. commission</p> <p>____ d. contingent fee</p> <p>____ e. deferred</p> <p>____ f. other; specify</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p align="center">(Attach continuation sheet(s) if necessary)</p>	
	<p>15. Continuation Sheet(s) attached: ____ Yes ____ No</p>

Exhibit K (Continued)

<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352, (The Byrd Anti-Lobbying Amendment and 2 CFR Appendix II to Part 200 (I)). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p>Federal Use Only: Authorized for Local Reproduction of:</p>	<p>Standard Form – LLL</p>

Exhibit K-1

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352 (The Byrd Anti-Lobbying Amendment) 2 CFR Appendix II to Part 200 (I). The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-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 appropriate State office. 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.

1. Identify the status of the covered Federal Action.
2. Identify the appropriate classification for 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.
3. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional SFA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
4. If the organization filing the report in item 4 checks sub-awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional SFA, if known.
5. 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.
6. 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.

7. 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.
8. 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.
 - 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)
 - c) 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).
9. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
10. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
11. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
12. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted, or the officer(s), employee(s), or Member(s) of Congress that were contacted.
13. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
14. 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 (0348-0046), Washington, D.C. 20503.

Exhibit L

PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA FOODS

The undersigned certifies, to the best of their knowledge and belief that:

DuBois Integrity Academy (hereinafter SFA) has and will undertake all necessary oversight and monitoring measures to assure that the school SFA receives the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to:

Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations.

Monitoring activities shall include but are not limited to:

- Identify the person within the SFA that will be responsible for oversight;
- Designate the position that will monitor the credits, discounts and rebates;
- Examine the invoices and other documentation provided by the FSMC as agreed to in the contract;
- Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
- Calculate the average credit-purchase proportion received, or as applicable discount or rebate;
- Examine products to ensure that to the maximum extent practicable, domestic commodities and domestic food products processed in the United States using over 51% domestic foods are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.

In the event of discrepancies during monitoring activities, follow up with FSMC to resolve the issues, and if necessary, request additional documentation from the FSMC to substantiate discrepancies. Potential discrepancies to consider may include:

- Frequency of reporting that does not agree with contract provision;
- Labels identifying countries other than the U.S.;
- Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both **fixed price** and **cost-reimbursable** contracts, SFA shall ensure that FSMC has credited it for the value of all USDA foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))

As a best practice, but not required, SFA can request FSMC to submit the amount of USDA Foods credited with their annual contract renewal prior to SA written approval.