

SECTION I: General

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

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the FSMC offices. If records are maintained at the FSMC offices, FSMC must provide these documents monthly to the SFA in electronic form. [Recordkeeping, 2 CFR § 200.333 and § 210.16(c)(1)]

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

2.3 SFA Responsibilities.

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

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

SECTION III: Food Service Program

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

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

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

in accordance with the following terms:

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

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

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

3.5 In accordance with USDA regulations, the FSMC shall make reasonable meal modifications for children whose physical or mental impairment restricts their diet, based on a written medical statement signed by a recognized medical authority. [7 CFR 210.10 (m), 7 CFR 220.8 (m), and 7 CFR 15b]

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

3.7 Catering

SFA will not be requesting catered food service

OR

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

of each month. Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable. Invoices must be noted as “unallowable costs” and must be paid from an account other than the non-profit school food service account. USDA Foods will not be used for any functions outside of the non-profit school food service account.

3.8 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):

SFA does not participate in the FFVP

OR

FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.

- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
- B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school’s grant will be claimed for administrative costs (planning and managing the program).
- C. FSMC will ensure it expends all FFVP funds received per school.

3.9 Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR § 15, et seq. Environmental violations shall be reported to the USDA and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA’s “List of Violating Facilities.” [Appendix II to CFR § 200 (G)]

3.10 Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [7 CFR § 3016.36(i)]

3.11 Davis-Bacon Act. In performance of this contract, the FSMC shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland “Anti-Kickback” Act (40 U.S.C. 3145)

3.12 Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]

3.13 Byrd Anti-Lobbying Amendment. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]

3.14 Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.

3.15 Summer Food Service (if applicable)

- A. Dates of participation:
- B. FSMC shall deliver meals to each of the annually selected and approved sites. Meals provided shall be in compliance with all applicable USDA, state and local regulations.

- C. The FSMC agrees to provide the SFSP Meals
 Inclusive or Exclusive of milk at a set, identified price per meal type and agrees to
 Deliver Meals or Have Meals available for Pick-up at an agreed upon time. The Meals shall be made available Unitized or Non-Unitized per 7 CFR 225.6(h)(3).
- D. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal for the CACFP or SFSP. 7 CFR 226.21€ and 225.6(h)(2)(ii)

Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals **or** the monitoring of preparing and serving meals.
 - Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.52.
 - Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
 - Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.
- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year, including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the actual values assigned in the USDA's Web Based Supply Chain Management (WEBSCM) system.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations. Commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods may be used in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.14(b) for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods.
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

- 4.9** The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10** The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.11** The FSMC shall maintain records to document its compliance with 7 CFR § 250.54(b).
- 4.12** Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.13** The FSMC must maintain the following records relating to the use of USDA Foods:
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
 - C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- 4.14** The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.15** The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.16** All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.17** The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.18** The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.
- 4.19** Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit K. The repayment schedule must not exceed five (5) years from initial amortization schedule.

OR

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

5.2 Equipment Purchases

Equipment purchases were requested through the RFP.

The FSMC shall purchase equipment on behalf of the SFA as noted:

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

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within five (5) days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the investment and continue to make payments to the FSMC that purchased the equipment in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the exiting FSMC the full unamortized amount and repay successor FSMC based on new amortization schedule, not to exceed five (5) years from initial amortization schedule; or (iv) pay the unamortized balance in full to the FSMC that purchased the equipment.

OR

The SFA did not request equipment purchases for this contract.

5.3 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.

5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.

5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear excepted.

- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear excepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Select one option below:*
 - SFA does not require transportation equipment or vehicles.
 - The Select one option shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the Select one option.

SECTION VI: Facilities

- 6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular

activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.

- 6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear excepted.

SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall place garbage and trash in appropriate containers in the designated areas.
- 7.6 The FSMC shall cooperate in the SFA recycling program.
- 7.7 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.8 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.9 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local

ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.

7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.

7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.

8.2 Non-Management Employees.

All non-management food service employees shall be employees of the FSMC.

OR

All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director

8.3 Student Workers.

The SFA does not utilize student workers in the food service program.

OR

The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.

8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

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

- 8.6 The FSMC shall establish schedules, wage rates, and benefit programs for all employees.
- 8.7 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.8 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.9 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.10 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed with appropriate notice given.
- 8.11 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.12 Civil Rights
- A. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

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

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the

right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

- B. The SFA and the FSMC shall comply with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR § 60). [Appendix II to § 200 (C)]
- C. The FSMC and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.14 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.
- 8.15 Client agrees not to hire or contract for any position or service any present or past salaried culinary or supervisory management employee furnished by Contractor, nor permit said employee to be employed on the Client’s premises (unless said employee was formerly an employee of the Client), without the express written permission of the Contractor (“non-solicitation”). In the event of any breach of such non-solicitation, Contractor shall be entitled to monetary compensation equal to one year’s salary, taxes and fringe benefit costs of said Contractor’s employee. This provision shall survive termination of the agreement for a period of three years and includes employment by any successor or assignee contractor.

SECTION IX: Free and Reduced-Price Lunch Policy and Charging Policy

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced-price, or full-price meals, shall apply to the FSMC’s food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced-price, and full-price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate student participation records shall be maintained by the FSMC.
- 9.3 Per CSDE Operational Memorandum 4-17, the SFA shall have a written student charging policy, that ensures a “transparent approach to the issue”, on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals - Portions, Planning, and Procurement

- 10.1** The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged for all meals.
- 10.2** The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 10.3** The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4** The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5** The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (**reference 2019-2020-Schedule C**).
- 10.6** The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.7** The FSMC shall provide condiments as needed.
- 10.8** The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.9** The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.10** BUY AMERICAN PROVISION: The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 1 day(s) in advance of delivery. The request must include:
- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - B. Reason for exception: limited/lack of availability or price (include price);

- i. Price of the domestic food product; and
- ii. Price of non-domestic product that meets the required specification of the domestic product.

10.11 The FSMC shall act as the SFA's procurement agent.

SECTION XI: Food Inventory and Storage

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

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

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements through:
- A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;
 - D. Perpetual Inventory – Costs and Controls;
 - E. Preparation of records for annual audit by SFA;
 - F. USDA Foods Entitlement Bonus Summary Reports; and
 - G. Department of Defense (DoD) Program Reports.
- 12.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. [7 CFR § 210.16(c)(1)]
- 12.3 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA

will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the SFA.

- A. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- B. The FSMC shall provide monthly and other reports to the SFA, which describes operating costs, meals per labor hour, meals served, etc.
- C. The FSMC shall provide the SFA with a year-end financial statement.

12.4 The FSMC shall bill the SFA for the actual direct costs of operation incurred at the close of each month of program operation.

12.5 The SFA shall designate by name and title the employee whose responsibility it shall be to manage the SFA/FSMC contract and to ensure the SFA meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completing periodic on-site review forms (minimum of 2 per year per site), reviewing monthly invoices, conducting an audit of invoices (if necessary to ensure SFA is charged correctly), ensuring SFA receives proper credit for USDA Foods, ensuring SFA receives all discounts, rebates and credits, etc.

Anna Robbins, SFO

Business Manager

12.6 Books and records of the FSMC pertaining to the school feeding operations shall be available at the SFA for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either state, or federal representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.

12.7 The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Unallowable costs must not be paid from the non-profit school food service account and must be reflective of actual costs. A percentage of costs charged to the SFA is unallowable.

- A. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR § 200.

- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- D. The frequency of reporting this information must be monthly.
- E. All goods, services or monies received by FSMC as a result of rebate will be utilized in the SFA's food service program. Any discounts and credits and rebates will be identified on the invoice and credited against expenses monthly. The FSMC shall report a listing of all discounts, rebates or credits that have accrued to the benefit of the SFA monthly. Any and all discounts, rebates and credits earned at the SFA will be credited to the benefit of the SFA. In the event the school is closed prior to any discounts, rebates and credits earned are calculated the FSMC shall report all discounts, rebates and credits and pay the SFA any additional funds not credited on the monthly billing within 45 days of the closing. The FSMC shall provide adequate information and tracking systems to report and to determine allowable and unallowable costs and the amount of the discounts, rebates and credits on all submitted invoices and reporting.
- F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

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

12.9 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit L. If invoices are received in the SFA's accounting department by the cut-off date, and they are approved, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that is not approved. The SFA reserves the right to request additional supporting documentation for any invoice. The SFA shall pay all amounts when due.

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

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

- A. The actual and direct costs for the wages, taxes, and benefits of the FSMC employees at each site, food service director and other management employees on the FSMC's payroll.

Employees are employed by the SFA and paid directly by SFA.

B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:

- food and supply purchases by the FSMC necessary to perform this contract;
- food service program travel and mileage costs incurred;
- advertising and promotions within the SFA;
- the FSMC's insurance necessary for performance of this contract;
- service business and occupation tax;
- employee training and development costs;
- laundry, linen, and uniforms;
- licenses and permits for performance of this contract; and USDA Foods delivery and storage fees.

C. The FSMC's Management Fee (FSMC's profit) for August/September – June is:

\$Click to enter dollar value per month for ten (10) months. Fee Total: \$

OR

\$0.06 per meal and meal equivalent

D. The FSMC's Administrative Fee is:

E. \$Click to enter dollar value per month for ten (10) months. Fee Total: \$

OR

\$0.18 per meal and meal equivalent

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

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

F. Summer Food Program (if applicable)

1. The FSMC's Management Fee (FSMC's profit) is \$Click to enter dollar value per meal.
2. The FSMC's Administrative Fee is \$Click to enter dollar value per meal.

G. Per Meal Defined: Choose one option below - *only if the per meal equivalent option in 12.11.c or 12.11.d was selected.*

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

OR

Per meal/meal equivalent defined in addendum.

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

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

Deficit; defined as “generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit, the deficit must be no more than (\$11,843) which is payable from the non-profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.11 A - E above.

1. Assumptions

a. Attendance/Enrollment

Average Daily Attendance (ADA) for 2020-21 shall not be less than: [Click to enter text](#)

Or

Student Enrollment for 2020-21 will not be less than 1783 students

b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	180	180
Middle	171	171
High	0	165

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2019 effective rate or the previous year's effective rate for an allowable executed renewal.

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

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

O. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 3-year record retention period as established in 7 CFR 210.23(c).

SECTION XIII: Licenses, Fees and Taxes

13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all state and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.

13.2 The FSMC shall comply with all health and safety regulations required by federal, state or local law and shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility.

13.3 The FSMC shall comply with all building rules and regulations. The SFA shall supply the FSMC with a copy of any written aforementioned documents.

SECTION XIV: Performance Bond

14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

As a condition of entry into this contract,

the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program.

the successful vendor shall provide to the SFA a performance bond equaling 5% (percentage must not be excessive to inhibit full and open competition) of the contract's total value.

the successful vendor shall provide to the SFA a performance bond equaling _____ % of costs associated with construction.

the successful vendor shall not be required to submit a performance bond.

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

14.2 Amount of Performance Bond: \$32,771.35.

SECTION XV: Insurance

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

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

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

Café Services/Fresh Picks Café insurance coverage details:

Commercial Package:

Liability-Limits: \$1,000,000 Per Occurrence with \$2,000,000 Aggregate

Property Limit: \$940,000 Blanket Personal Property Coverage

Employee Benefit Liability: \$1,000,000 Per Occurrence with \$2,000,000 Aggregate

Commercial Auto Policy:

Policy Limit of \$1,000,000 for Liability

Provides coverage for all vehicles owned by the company

Workers Compensation:

Employers Liability Coverage \$500,000 Each Accident/\$500,000 Disease Aggregate/\$500,000 Disease Each Employee

Note: The Umbrella limit of \$10,000,000 goes over this limit as well

Commercial Umbrella:

Policy Limit of \$10,000,000 - This is an excess liability policy that will respond over the Package policy, Auto policy & Workers Compensation policy

Professional Liability:

Policy Limit of \$2,000,000 per occurrence with \$4,000,000 Aggregate

Provides coverage for performance in providing food management services

Cyber Liability:

Policy Limit of \$1,000,000 per occurrence with \$2,000,000 Aggregate \$10,000 deductible

Provides Cyber Liability Coverage ~ Privacy Breach ~ Etc.

Crime Policy:

\$1,000,000 Employee Theft

Protects against the loss of a customer's money, equipment, supplies and personal belongings caused by dishonest acts of FSMC employees while on the customer's premises.

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

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

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

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

15.6 The FSMC agrees to indemnify and hold harmless the Board, the Town of Granby and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of \$5,000,000 (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the

issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$5,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

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

SECTION XVI: Contract Term, Renewal and Termination

- 16.1 This contract, dated May 8th, 2020, is between Fresh Picks Café, the FSMC and Granby Public Schools, the SFA:
- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
 - B. The contract shall be for a period of one year with the school year beginning on or about July 1, 2020 and ending June 30, 2021 with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]
- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and federal regulations, as prescribed by the USDA.
- 16.3 Neither the FSMC nor the SFA shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SFA, and which by the exercise of due diligence it is unable to prevent.
- 16.4 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.5 If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for drafting and submitting all contract renewal documents to the CSDE. Failure of the SFA to submit executed documents by July 1 each year may result in the disallowance of expenditures paid from the non-profit school food service account.
- 16.6 Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.7 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

- 16.8** Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.9** If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.8 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.10** Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.11** The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$200 penalty; and (iii) for a third violation, a \$750 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]
- 16.12** The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.13** A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.14** The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE and executed by both parties.
- 16.15** Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.16** The parties agree that the terms of this contract shall be in accordance with the RFP published by the Granby Public Schools Board of Education and any amendments to the RFP, and the proposal

submitted by the FSMC which are kept on file at the SFA Business Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions

17.1 Confidential/Proprietary Information

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

17.2 Student Data Privacy (Public Act No. 16-189) See document within Exhibit M. In performance of this contract, the FSMC and SFA must complete and submit it to be in compliance with the Student Data Privacy Act (Public Act No. 16-189).

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

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

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

improvements reserved solely for the SFA.

- 17.6** Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 17.7** Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
- A. Notices to the SFA:
Granby Public Schools
Attn: Business Manager
15-B North Granby Rd.
Granby, CT 06035

 - B. Notices to the FSMC:
Fresh Picks Café
749 E. Industrial Park Drive
Manchester, NH 03109

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

SO AGREED:

Signature of Food Service Management Company's Authorized Representative

Title

Date

Printed Name of Food Service Management Company's Authorized Representative

Signature of School Food Authority's Authorized Representative

Title

Date

Printed Name of School Food Authority's Authorized Representative

Granby Public Schools

Food Service Base Bid 20/21

Projected Income

Student Breakfast	18629
Adult Sales	12500
Student Lunch	293490
A la carte	152523
Special Functions/Vending	2000
Fed and State Reimbursements	164441
Total Income	643584

Projected Costs

Labor Costs	330451
Food Cost	242795
Commodity Value	-29119
Paper Supplies	25743
Cleaning Supplies	6436
Laundry & Uniforms	1500
Insurance	8367
Replacements/Smallwares	1000
Promotions	1000
Postage/Office Supplies	1500
Training	1000
USDA Delivery	3500
Repairs & Maintenance	1000
Software Licenses	860
Start Up/ Misc	2500
Administrative Fee	33788
Management Fee	11263
Total Costs	643584
Net (cost)/ return to District	0

Granby Public Schools

Fresh Picks Café

By: _____

By: _____

It's: _____

It's: President _____

Date: _____

Date: _____

Exhibit A

The FSMC shall prepare and serve meals for:

Kelly Lane Primary School

Wells Road Intermediate School

Granby Memorial Middle School

Granby Memorial High School

E.17. Additional specifications requested by SFA.

It is expected the Specifications, Exhibit Documents, and Terms and Conditions explicitly expressed in the RFP will be part of the contract between the District and the FSMC.

It is the intent of the Granby Public School District to provide students and staff with a high-quality food service program featuring nutritious, fresh foods prepared daily and properly presented. The variety of offerings must meet nutritional requirements and all local, state, and federal regulations. The FSMC must adhere to any future USDA changes due to the re-authorization of the Child Nutrition Programs.

I. Nutrition

The FSMC shall provide an interactive menu software program that will allow parents, students and the public to access nutrition information for all food sold from a link on the district's website. For each item, the software shall provide all ingredients, allergen information, and nutritional information to include (but not limited to): calories, fats, sodium, sugar, carbohydrates, and nutrients. This software shall be provided without cost to the individuals accessing the menu information.

The following items shall not be sold or dispensed:

- I. All non-nutritious foods as regulated by USDA and CSDE
- II. All non-nutritious foods as specified in the SFA's Local School Wellness Policy (see Exhibit Q)
- III. All foods containing high fructose corn syrup
- IV. Products containing cottonseed and palm oils
- V. All canned fruits and vegetables except unsweetened applesauce, legumes, and tomato products
- VI. Dinner Rolls
- VII. Hot dogs/Corn dogs (except for BBQs or special promotion days)
- VIII. Bacon (except for BBQs or special promotion days)
- IX. Flavored milk during breakfast service. Fat-Free Flavored milk permitted during lunch service only
- X. Beef products containing fillers or extenders, lean finely textured beef (LFTB), boneless lean beef trimmings (BLBT), or similarly processed beef product
- XI. Fish fillet products containing extenders, fillers, chemicals, additives, or preservatives

Only 100% olive oil or olive oil/canola oil blend is permitted in food preparation.

Lettuce used for salads and sandwiches must be romaine, green leafy, red leafy, baby spinach, or mixed dark greens at all grade levels.

Fruits and vegetables should be placed in a convenient location to encourage students to select them.

Any A la carte item not already listed in the contract (see Exhibit Q) must comply with the District Wellness Policy (see Exhibit Q), the Smart Snack Regulations, and Healthy Food Certification Regulations, and must be pre-approved, in writing, by the SFA before any such a la carte items can be sold. The SFA must pre-approve any changes to the items, portion sizes, and prices of any a la carte items for the term of this agreement. The SFA shall set or pre-approve all a la carte prices. Any menu price increase or adjustments will need the approval of the SFA.

Yogurt must be low-fat or fat-free and less than or equal to 4 grams of sugar per ounce.

Grains served in schools shall be whole grain rich, except for those pre-approved by SFA for whole grain exemption.

The FSMC must incorporate more whole grain variety at all levels including: quinoa, farro, barley, brown rice.

Nutrition education materials such as posters, displays, and bulletin boards shall be used in every building.

II. Menu Cycle/Meal Plan

All menus must be submitted to the SFA for review at least (30) days in advance of the beginning of that month's menu. Adherence to the sample menu also means that any entrée item on the 21-day menu, or a variation of that item, must also be offered each month of the school year. Any alternate menu items proposed by the FSMC shall be pre-approved by the SFA in August of each year. Additional alternates throughout the year must be approved by the SFA prior to being offered on the menu. The SFA retains the right to require a tasting of any or all menu items, alternate menu items, or proposed "equivalents" prior to granting approval.

FSMC must have the capability of providing a nutrient analysis for all menu items.

Cycle menus shall be planned to maximize the use of USDA Foods.

Any menu substitution or deviation shall be announced immediately and pre-approved by the SFA and communicated as early as possible to the affected building's Principal.

Milk is the only beverage choice in its own category. For example: milk or juice cannot be a beverage choice. Beverages other than milk, including but not limited to juice, water, fruit drinks, etc., may not be substituted for milk as part of the reimbursable meal.

Offer vs. serve must be available to students at all grade levels.

The SFA opposes the FSMC employees requiring students to take more components than desired or necessary to complete the reimbursable meal, e.g. unnecessarily making students take a milk when in fact they have already selected the proper components of a reimbursable lunch meal and do not desire a milk.

Seasonal vegetables must be featured weekly, on "Try it Tuesday", marked on the monthly menu. Fresh apples and oranges for Kelly Lane Primary School and Wells Road Elementary School students must be sliced or wedged.

Yogurt parfaits shall be made available at lunch for all grade levels. These shall be made from scratch, on-site, for all buildings (not pre-packaged).

- HS/MS: Offered daily as a complete reimbursable meal, and satisfy the minimum weekly requirements

- Elementary: Offered one week per month as a reimbursable meal, and satisfy the minimum weekly requirements.

A minimum of two, ½ cup creditable servings (each) of vegetables must be offered daily at lunch at all levels.

A minimum of two, ½ cup creditable servings (each) of fruit must be offered daily at lunch at all levels.

Vegetable protein must be offered daily at the Middle/High Schools.

Vegetarian options must be available daily at all grade levels.

Middle/High Schools daily pizza station must offer calzone, stromboli, or flatbread pizza at least once per week.

Middle/High Schools 16" round pizzas must be cut in 6 slices or less.

Middle/High Schools shall have made-to-order deli bars which include (at minimum):

- i. Low-sodium turkey breast, low-sodium ham, chicken breast
- ii. At least three varieties of cheese
- iii. Lettuce, tomato, onion
- iv. Condiments free of high fructose corn syrup, palm oil, and cottonseed oil; mayonnaise, mustard, buffalo sauce, italian dressing, ranch dressing, nut-free pesto
- v. Whole grain breads, wraps, rolls, and flatbread

High School shall have made-to-order salad bar which includes (at minimum):

- i. WMM grilled chicken breast, WMM breaded chicken breast, hard-boiled eggs OR chunk light tuna
- ii. Legumes, or alternate plant-based protein
- iii. Toppings: tomato, cucumber, carrot, red onion
- iv. Parmesan cheese and at least one other variety
- v. Dressings: caesar, italian, ranch, vinaigrette
- vi. Whole Grain (may offer one daily, but must rotate variety): breadsticks, tortilla chips, cornbread, pasta, quinoa, or farro

Pre-made sandwiches at elementary schools must use low-sodium deli meats.

III. Sanitation & Safety

FSMC shall develop standards for the time of preparation of food prior to service resulting in the food being ready as close to serving time as possible, e.g. batch cooking whenever possible to prevent soggy, cold food.

FSMC must provide staff with digital thermometers. SFA will ask to review temperature records on a regular basis and will expect to see temperatures recorded.

The FSMC must provide the SFA with a written standard operating procedure for the course of action should a temperature be found within the danger zone.

All pre-made salads, sandwiches, yogurt parfaits, etc., at all schools shall be labeled and dated with the date made and expiration date.

Juice cartons may not be served frozen or be allowed to defrost on the serving line during service.

The FSMC shall ensure whenever gloves are in contact with non-food items, e.g. handling money, cleaning counters, carrying boxes, etc., the food service worker must change gloves before handling food again.

The FSMC shall ensure employees do not eat at the serving stations or while serving customers. Menus for children with special food needs shall be planned collaboratively with school staff, parents, physicians, and other health professionals as appropriate. The FSMC must purchase food items to meet the needs of the student allergies such as lactose-free milk, gluten-free products, and the many more items that may become necessary.

IV. Farm to School

It is the intention of the Granby Public Schools to encourage and promote the purchase of CT Grown produce while remaining within Federal and State guidelines (see Exhibit Q).

Locally grown produce, including produce grown in Granby Public School Gardens, must be used

throughout the district as an integral part of all menus. The FSMC shall submit a plan with their proposal for Farm to School program implementation.

Work with stakeholders to engage the farms located in Granby approved by the Connecticut Department of Agriculture to work directly with schools. (see Exhibit Q)

During the month of September, the following fresh fruits must be offered during all meal periods, at all grade levels in addition to daily offerings: watermelon, peaches, nectarines, plums.

During the month of September, the following fresh vegetables must be offered at all grade levels: summer squash/zucchini, green beans, broccoli, cauliflower.

During the month of October, the following fresh fruits must be offered during all meal periods, at all grade levels in addition to daily offerings: cantaloupe, grapes, pears.

During the month of October, the following fresh vegetables must be offered at all grade levels: brussels sprouts, broccoli, cauliflower, winter squash.

During the month of June, fresh strawberries and blueberries must be offered during all meal periods, at all grade levels at least once per month, in addition to daily offerings.

Fresh fruit varieties must be identified on the monthly menus, as well as signs and handouts in the cafeteria.

V. Labor

Bidders shall share written policies and procedures for recruiting, interviewing, and hiring qualified personnel.

Free and reduced-price eligibility of the students and any account balance information are confidential pieces of information. FSMC employees must respect this confidentiality and keep such information private.

Granby Public Schools must have a dedicated on-site food service director (FSD). The FSD is a full time, on-site position located at the Granby Public School District, exclusively responsible for the management and supervision of the Granby Public School District's Child Nutrition Program. The FSD shall not be involved in any other School District or Facility operated by the FSMC. All work to be performed for the SFA shall be completed on the premises of the SFA and not at any other facility or neighboring District.

The Food Service Director assigned to Granby Public Schools must meet or exceed the following qualifications as well as the Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010:

- i. Experience in all aspects of food service management including but not limited to: menu planning, ordering, accountability, satellite operations (when food is prepared in one facility and transported to a separate outlying facility for service), food handling, food production, nutrient analysis, preparation and presentation, safety and sanitation, and the ability to manage and train food service staff in a high-quality food service operation
- ii. Be ServSafe certified; maintain HACCP certification from FSMC; and any applicable local Board of Health Certification
- iii. Possess good interpersonal skills and can communicate effectively with staff, students, parents and administrators
- iv. Computer knowledge of (at minimum) Microsoft Word, Microsoft excel, email and Heartland POS systems
- v. A 2 or 4 year college degree, preferably in hospitality or equivalent OR K-12 experience in all

aspects of food service management

vi. Substitution of experience for education may be acceptable and shall be determined at the sole discretion of the SFA through formal interviews prior to selection of the FSD Candidate

vii. Additionally, the SFA will interview FSD candidates presented by the FSMC and will have the final decision as to who will be selected for the Granby Public Schools FSD position

d. Serv-Safe Certification is required by at least one employee in each kitchen (in addition to the FSD) as well as compliance with all HACCP regulations.

The FSD must visit all schools at least once per week.

The FSD is not an employee of the SFA.

All FSMC direct payroll, payroll taxes, and benefits shall be broken out on the labor summary form submitted with each FSMC's response.

The FSD shall meet with building Principal(s) at least quarterly and with the Business Manager or designated liaison to ensure that quality of service is maintained at desired levels.

FSD must attend the meetings held by the District Wellness Committee.

Job descriptions for all positions in the school nutrition programs shall be made available to all personnel.

The FSMC will provide functional, routine training as required by the job descriptions provided herein. Such training shall be provided by the FSMC to ensure that all food service personnel are aware of policies, procedures, and methods such as following standardized recipes, offer vs. serve, reimbursable meal components, and customer service standards when providing daily service.

Employees must receive customer service training annually as it relates to interacting with students, staff, and parents. The SFA expects to have each customer served and related to with respect and cordiality. FSMC employees must politely engage with the students on the serving lines, at the POS terminals, and at all places in the cafeteria. They are expected to inform the students of new menu items, explanations of foods that may be unfamiliar, and prompt students to choose fruits and vegetables.

The FSMC will be responsible for the fingerprinting and background checks of any new employees, and shall submit to the SFA annual proof that all employees clear these tests.

Should there be a change in FSMC as a result of this bid process, the incumbent is required to share all existing FSMC employee contact information, within 5 days of the award of the new contract.

Performance standards and formal evaluation and disciplinary system shall be implemented that comply with federal, state and district regulations. All FSMC employees shall be evaluated in writing at least annually. Personnel responsible for conducting performance appraisals must be trained in the evaluation process.

The FSMC shall promptly replace personnel who are terminated or otherwise leave the employment of the FSMC so that food quality and customer service are not impacted. The FSMC must take adequate steps to ensure food service is not interrupted or modified due to staffing shortages.

Employees may not use their cell phones during work hours.

The FSMC will employ only persons acceptable to the District.

The SFA shall have the right in its sole discretion to reject any of the FSMC's current employees and/or incoming applicants, and to bar any employee from any district facility. Any FSMC staff replacement shall be subject to the SFA's prior approval. As the FSMC is obligated to provide all labor necessary to perform the work, the SFA's rejection of any such employee shall not affect the FSMC's obligations or service standards.

VI. Marketing & Promotions

The FSMC shall post hard copies of the monthly breakfast and lunch menus with prices in each school's cafeteria in a menu board at the point of customer entry. The menu board should be age appropriate, colorful, and inviting.

The FSMC shall provide educational, holiday recognition, or spirit-lifting promotions to enhance participation in the food service program at least once per month at all grade levels.

The marketing plan submitted by the FSMC shall identify the marketing capabilities and plans for Granby Public Schools with all associated costs.

The FSMC shall submit a listing of at least 10 promotions planned for the year, with the associated cost to the district of each promotion, with its bid submission. The SFA must approve these promotions in writing, by both the building principals and SFA Business Office, before implementation. The FSMC must schedule and print each promotion on the menu for each month.

Identify methods of attracting students who do not consistently participate in the child nutrition program. Methods of when, where, and specifically how the FSMC will attract these students to participate shall be clearly identified in the bid for the SFA to review.

The FSMC shall label all menu items on the service line. Pre-packaged sandwiches and salad containers must be labeled identifying major ingredients.

Appropriate signage shall be posted on the service line for all other items including hot foods, deli, and salad bars. This signage can be in the form of signs or small cards in front of each item or posted on the surface about the service line, etc.

All foods and printed menu choices offered to the first customer (student) must also be available to the last customer (student) every day.

VII. Sustainability

Granby Public Schools supports protecting the environment:

Styrofoam free

Environmentally safe ware washing products

FSMC shall make every effort to reduce/eliminate non-compostable, non-recyclable packaging material.

VIII. USDA Foods

USDA Foods allocated to the Granby Public Schools are not to be transferred in or out of the District unless otherwise approved by the SFA.

The SFA shall approve all ordering and diverting of USDA Foods prior to submission each year. The FSMC may not submit any food preference surveys or allocate any USDA Foods without the written consent of the SFA.

The FSMC shall account for all Federally donated USDA Foods separately from purchased food items.

The FSMC must provide the SFA with a complete inventory of all USDA Foods received each month.

Copies of the FSMC's monthly inventory request forms for USDA Foods must also be provided to the SFA each month for their review.

USDA Foods are not to be used for special functions conducted outside the nonprofit school food service.

It is required that if there is a change in the FSMC awarded this contract, the new FSMC shall purchase the processed USDA Foods currently owned by the District and previously purchased by the former FSMC. The SFA will perform audits of USDA Foods on a random basis.

IX. Miscellaneous

All monies are to be deposited daily.

Procedures must be established for maintaining required daily food production records at each school nutrition site.

At least one monthly in-person meeting between business office and food service director. Profit and Loss Statement shall be prepared on a monthly basis for the department level and for each school nutrition serving site.

The FSMC is to ensure that overproduction of meals does not occur and that leftovers are not removed from the SFA's premises at any time.

The FSMC must provide an inventory to the SFA in July of each summer of all equipment and commodities. This inventory shall be sent to the Business Office for review.

The Business Office may request an inventory of all equipment and commodities from the FSMC at any time within the school year.

Separate orders must be placed with vendors for items used for any catering. USDA commodity foods are prohibited from use in any catering functions.

The FSMC must maintain a manual alphabetical roster for each school, enabling the roster to be used in case of a power or internet failure to the POS system. This roster should be printed monthly from the POS system by the FSMC to ensure proper sales recognition and submission of claims.

The FSMC shall be responsible for all regulations within the child nutrition program including financial sanctions. The FSMC will correct any areas in which the SFA is found to be non-compliant, or any areas cited by CSDE, the Health Department or other regulatory agency. All financial sanctions imposed on the SFA shall be reimbursed by the FSMC. However, should there be financial sanctions imposed that are District-related and not under the control of the FSMC, the penalty will not be imposed on the FSMC if it is not responsible for the specific violation.

Schedule B
PRODUCT MINIMUM REQUIREMENTS

Dairy Products: Grade A

Meat: USDA Grade Choice

Fish: U.S. Government Inspected

Poultry: USDA Grade A

Canned Fruits & Vegetables: U.S. Grade A Choice

Fresh Fruits & Vegetables: U.S. No. 1 Grade

Frozen Fruit & Vegetables: USDA Grade A

Bread: Packaged bread and buns to be manufacturer dated for freshness

Milk: Grade A

Ice Cream: Grade A

Eggs: USDA Grade A or AA; Size: Large

Beef: 100% ground beef, total fat content not to exceed 15%

Milk: Antibiotic free, hormone free, additive free

Canned Fruits & Vegetables: No canned fruits and vegetables may be served at any grade level except for the following: unsweetened canned or pre-packaged applesauce, canned tomatoes, tomato paste/puree, canned legumes

Poultry: Whole Muscle Meat, Non-therapeutic antibiotic and growth hormone free

Fish: USA sourced; 100% line caught

Flour Tortillas: 8" size for Grades K-5; 10" size for Grades 6-8; 12" size for Grades 9-12

FARM TO SCHOOL GEOGRAPHIC PREFERENCE: Within CT State

SPECIFIC PRODUCTS MINIMUM REQUIREMENTS

CT Locally Grown Fruits and Vegetables