

## NOTICE

Changes to the Request for Proposal (RFP)/Contract Terms and Conditions are strictly prohibited unless pre-approved by the NC Department of Public Instruction (NCDPI). The Local Education Agencies (LEA) will have an opportunity to make modifications to the RFP/Contract template to reflect individual goals, priorities and procedures that are unique to the LEA. These modifications MUST be approved, in advance, by the NCDPI. In compliance with Federal regulations, (7 CFR § 210.16.10) LEAs that make changes to the RFP/Contract Terms and Conditions that have not been approved by the NCDPI MAY NOT use School Nutrition funds to pay the Food Service Management Company (FSMC). The RFP/Contract includes language which emphasizes recent guidance issued by the United States Department of Agriculture (USDA) regarding procurement. Section III. F. Procurement of this RFP/Contract requires the School Food Authority (SFA) to ensure the FSMC complies with ALL applicable competitive procurement requirements and ensures free and open competition in the procurement of goods and services. This section also restates USDA's requirement that the Contract must be awarded to the most responsive and responsible vendor whose proposal is most advantageous to the School Nutrition Program with price and other factors considered, of which cost must be the primary consideration.

LEAs may not make changes to the RFP/Contract after the final document has been reviewed and approved by the NCDPI.

### ASHEBORO CITY SCHOOLS

#### FOOD SERVICE MANAGEMENT COMPANY

#### REQUEST FOR PROPOSAL

AND

#### CONTRACT

Asheboro City Schools  
Child Nutrition Department  
PO Box 1103  
1126 South Park Street  
Asheboro, NC 27204-1103  
(336)625-5104

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To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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## **I. INTRODUCTION**

**This document contains a Request for Proposals and subsequent Contract for a Food Service Management Company (hereinafter referred to as the “FSMC”) to operate the nonprofit School Nutrition Program(s) for Asheboro City Schools Board of Education. The Local Education Agency (hereinafter referred to as the “LEA”) participates in the United States Department of Agriculture’s (USDA) School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement and subsequent Contract. Upon acceptance by both parties and approval of the North Carolina Department of Public Instruction, (NCDPI), this document shall constitute the contract (Contract) between the offeror and the LEA’s Board of Education on behalf of the LEA’s School Food Authority (hereinafter referred to as the “SFA”).**

**The NCDPI is not and will not be a party to any contract between a local Board of Education, on behalf of its School Food Authority (SFA), and a Food Service Management Company (FSMC). The local Board of Education has full responsibility for ensuring the terms and conditions of the Contract are fulfilled. The North Carolina Department of Public Instruction (NCDPI) has no involvement with or enforcement of this Contract; however, the NCDPI can deny payment for meals received or purchased under an invalid Contract.**

## **II. REQUEST FOR PROPOSALS**

### **A. Legal Notice**

Notice is hereby given that the Asheboro City Schools Board of Education (BOE), on behalf of its School Food Authority (SFA) intends to examine alternatives to the operation of its current School Nutrition Program.

No intent should be construed from this legal notice that the SFA intends to enter into a Contract with any party for alternative School Nutrition operation unless, in the sole opinion of the BOE, out-sourcing the Federally-assisted School Nutrition Program(s) is in the SFA’s best interest.

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

All costs involved in preparing and submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

In accordance 2 CFR Parts 200.112 & 318, SFA’s officers, employees, or agents shall neither solicit nor accept gifts, gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under Federal, State, or local laws, rules, regulations or policies, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

The offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the local BOE on behalf of the SFA.

## **B. Required Qualifications of Food Service Management Companies (FSMC) and Accompanying Letter of Intent**

FSMCs must meet specific qualifications in order to be considered by the SFA. **Each FSMC must prepare a “Letter of Intent” that describes the offeror’s intent and capacity to provide services. The Letter of Intent must also address each of the qualifications described in items 1 - 7 below. The Letter of Intent must be submitted and identified as Attachment A as part of the sealed proposal.**

Each FSMC must submit for consideration such records of work and further evidence as may be required by the SFA regarding experience, financial standing and assurance they have suitable resources (financial, personnel managerial experience, etc.) to satisfactorily complete the work as specified and in accordance with the Terms and Conditions. Failure to furnish such a record of work and/or evidence of capacity to perform the duties as defined in the RFP shall be sufficient cause for the proposal to be disqualified from consideration. Any false or misleading Statements therein shall also be sufficient cause for the proposal to be disqualified. The following qualification documentation shall be submitted by each FSMC along with the sealed proposal and shall include the information listed below:

1. Documentation indicating FSMC is incorporated or licensed to do business in the State of North Carolina and in good standing with all Federal, State and local regulatory institutions, including revenue departments;
2. FSMC must submit a bid bond or certified check in the amount of 10% of the current projected annual operating costs to show good faith; the bid bond or certified check must be enclosed with the sealed proposal;
3. FSMC must submit an assurance by a surety authorized to conduct business with the State of North Carolina, highly rated and in good standing with all Federal, State and local institutions. The successful FSMC, upon award of the Contract, will issue a performance bond in the amount of the Contract. Simultaneously, with the delivery of the executed Contract, the successful FSMC must provide to the SFA the executed surety bond as required to be held as security for the SFA for the faithful performance by the FSMC of all terms of the contract;
4. Documentation is required indicating FSMC has been doing business with similar SFAs and must be familiar with Federal and State regulations pertaining to the operation of a nonprofit School Nutrition Program;
5. Documentation is required to demonstrate FSMC is presently operating a comparable, successful School Nutrition Program in a public school setting;
6. Annual reports for financial Statements must be certified by a Certified Public Accountant for the past year and must be provided in the sealed proposal; and
7. An authorized representative of the FSMC must provide written proof of authority and must certify, in writing, the acceptance of the Terms and Conditions prior to the execution of the Contract.

## **C. Request for Proposals (RFP)**

**The Asheboro City Schools Board of Education is accepting competitive proposals for a Food Service Management Company to operate the LEA’s Nonprofit School Nutrition Program(s) for a twelve-month period beginning July 1, 2019 and ending June 30, 2020 with options to renew the Contract for four (4) additional terms of one year each.**

Additional information required to adequately respond to this **RFP** may be obtained from SFA's business office telephone (336)625-5104. [If there is any additional information, it must be provided to all offerors.]

The offeror Food Service Management Company hereinafter is referred to as the “FSMC.” The FSMC shall offer written assurances that all activities addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA’s School Nutrition Program(s) and to provide nutritious, high quality, wholesome, student-appealing meals at an economical price and in an attractive, appealing and positive

environment that promotes students' self-esteem while simultaneously complying with all laws, regulations, statues and policies that govern the Federally-assisted School Nutrition Programs.

Offerors must submit a complete response to this RFP, including all required documents, certifications, and other artifacts in order to provide a responsive proposal. Failure to follow the instructions provided in the RFP or to amend specifications, Terms and Conditions will deem the offeror to be unresponsive.

This request should be clearly understood as an "Request for Competitive Proposals" (commonly known as a Request for Proposals or RFP and not an "Invitation for Sealed Proposals." The Competitive Sealed Proposals method differs from the Competitive Sealed Proposal in the following ways:

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

BOE reserves the right to reject any and all proposals and to waive any minor technicalities in order to take the actions it deems to be in the best interest of SFA.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

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

All procurement transactions shall be conducted in a manner that provides maximum full and open competition and transparency in accordance with 2 CFR § 200, 7 CFR§ 210.16 and § 210.21 and all USDA clarifying policy memoranda for these regulations.

The solicitation and award of the FSMC Contract will be in strict accordance with 2 CFR § 200.318(c)(1) regarding the standards of conduct that prohibit real or apparent conflict of interest and disciplinary actions to be applied for violations of such standards. Further, all procurement transactions shall be conducted in a manner that provides full and open competition consistent with the standards set forth in 2 CFR § 200.319 (a) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or requests for proposals must be excluded from competing for such procurements.

SFA shall not implement restrictions that unfairly limit competition. Prohibited restrictions to competition include: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.

#### **D. Pre-Proposal Meeting**

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be conducted on **April 23, 2019 at 10:00 am in the Central Office Board Room, 1126 S. Park Street, Asheboro, NC 27203. Attendance is required.** [Note:



the SFA may not waive requirement]. Vendor presentations will not be scheduled at this time. The purpose of this meeting is to provide interested and eligible vendors the opportunity to view the School Nutrition Program facilities and ask questions about the solicitation. Any questions not addressed at the pre-proposal meeting must be submitted, in writing, to the SFA. Written responses will be distributed electronically and in writing to all FSMC's that attended the pre-proposal meeting. Questions submitted after **May 20, 2019** will not be answered. Note: The FSMC must be provided a minimum of six weeks to prepare the proposal.

### **E. Proposal Submission and Award**

SFAs must use this prototype FSMC RFP/Contract in order to use Federal School Nutrition Program funds to support the costs associated with the Contract. **In accordance with Federal regulations, a SFA that does not comply with the required procurement procedures cannot be approved for participation in the School Nutrition reimbursement programs.**

**Competitive sealed proposals will be received until 10:00 am on May 28, 2019** and are subject to all specifications, terms and conditions attached hereto. **Proposals shall be submitted in a sealed envelope labeled "*Food Service Management Company Proposal, for Asheboro City Schools*"** and also marked with the respondent's return address.

**Ten (10) copies** of the Competitive Sealed Proposals are to be submitted to:

**Asheboro City School  
P.O. Box 1104  
1126 S. Park Street  
Asheboro, NC 27204  
Attention: Sandra Spivey**

Proposals will be opened at **10:15 am** (EST) on **May 28, 2019**. Proposals will not be accepted after this time. Collateral documents, including marketing materials, are not considered part of the proposal and must be submitted in a separate envelope or binder.

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP/Contract will affect the Contract provisions. **There may be no modifications to the RFP/Contract language. Any additions, deletions or other modifications to the RFP/Contract that change or negate the intent of the RFP/Contract, as written, will automatically deem the offeror non-responsive to the entire solicitation.**

**Any and all questions or requests for clarifications must be provided, in writing, by the FSMC to the SFA no later than ten (10) days prior to the date the proposal is due** Responses to questions shall be in the form of a RFP/Contract addendum and shall be distributed to all potential vendors attending the pre-proposal meeting. Any and all communications with any potential contractor must be a matter of public record and transparent to all prospective offerors.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's BOE and/or LEA officials. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent Contract.

The offeror must be incorporated or licensed to do business in the State of North Carolina. Respondents must submit annual reports or financial Statements for the past fiscal year in the format of an "accountant's

review,” including notes to the financial Statements provided by a Certified Public Accountant. If offeror is doing business with similar LEAs and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weighted criteria. If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weighted criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP/Contract prior to preparing/submitting a proposal; failure to do so will be at the offeror’s own risk and it cannot secure relief on plea of error. SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is fully executed.**

If additional information is requested, please **contact Sandra Spivey, Child Nutrition Director.**

Any additional information provided to one offeror will be available to all.

#### **F. Late Proposals**

Time is of the essence. Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

#### **G. Altering, Amending or Withdrawing Proposal**

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

#### **H. Calculation of Time**

Periods of time, stated as a number of days, shall be calendar days.

#### **I. Evaluation Process**

Proposals will be evaluated by a qualified evaluation committee appointed by the BOE. A qualified committee is one that consists of individuals who are (1) familiar with the administration and operation of the Federally-assisted School Nutrition Programs; (2) familiar with the financial and other resources within the LEA and SFA; (3) familiar with the goals and priorities of the BOE; (4) familiar with the community in which the LEA is located; (5) familiar with the needs and interests of students who will ultimately be served by the FSMC and (6) other qualified individuals as recommended by the BOE. The evaluation committee shall, based on the offers as set out above and the criteria, categories and assigned weights as Stated herein below (to the extent applicable), make a recommendation to the BOE. Ideally, evaluation committee members shall consist of BOE members, LEA officials, SFA employees and other individuals who have a vested interest in the success of the nonprofit School Nutrition Program(s). Any agent for, consultant of, employee of, representative of or anyone who stands to benefit financially or otherwise from the BOE’s contract with the FMSC in any manner will be precluded from participating in the RFP and subsequent contract.

The award criteria must be addressed in detail in the Proposal. SFA intends to receive presentations from qualified offerors as well as provide an opportunity for members of the evaluation committee to ask questions of the prospective FSMC. Presentations and interviews are **tentatively scheduled for May 30,**

2019. FSMCs will be notified after proposal opening of their scheduled presentation time if such is indicated.

### J. Weighted Evaluation Criteria

Proposals must be evaluated using the weighted criteria stated in the RFP; no other considerations shall be considered in evaluating the proposal as long as the offeror has been deemed to be reliable and responsible and the proposal is deemed responsive. SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals. [SFA may insert additional categories if needed. (See Cost and Financial Proposal criterion below and NOTE: this criterion or consideration must receive more points for the evaluation than the other criteria. For example, if the other nine (9) criteria receive 9.5 points each for a total of 85.5 points, then the Cost & Financial Proposal criterion needs to receive 14.5 points as compared to the other criteria). However, SFA may not include as a category “prior experience with SFA” as such would violate USDA’s free and open competition regulation for procurement.

|                  |   |
|------------------|---|
| (15) points      | Cost and Financial Proposal (total cost of the proposal; should carry the greatest number of points in the weighted scale)  |
| (10) points      | Service Capability Plan (Identifies proposed School Nutrition team such as School Nutrition Director and demonstrates FSMC’s ability to provide services as Stated in the RFP/Contract) |
| (5) points       | Experience, References  |
| (10) points      | Doing business with like school systems and familiarity with regulations pertaining to such operations/References   |
| (5) points       | Financial Condition/Stability, Business Practices   |
| (5) points       | Accounting and Reporting Systems  |
| (10) points      | Personnel Management  |
| (10) points      | Innovation  |
| (10) points      | Promotion of the School Nutrition Program   |
| (10) points      | Involvement of Students, Staff, and Patrons   |
| (10) points      | Other priorities established by the BOE or SFA  |
| 100 points TOTAL |   |

### K. Pre-Award Clarification

SFA reserves the right to conduct final discussions and negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the Contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs

### L. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals, offeror understands and agrees that it is making a firm offer to enter into a Contract, which may be accepted by SFA and which will result in a binding Contract. **Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposals has passed.** \_\_\_\_\_ (FSMC must initial and date here to show agreement)

### M. Contract Award

In accordance with 2 CFR 200.320(d)(4), a firm fixed-price contract that yields a maximum allowable cost (based on a fixed-price per meal equivalent and a fixed-price per meal for management services) will be awarded to the FSMC whose proposal is most advantageous to the SFA, with price and other factors considered in the evaluation process. The Contract will be awarded to the most responsive, responsible contractor whose proposal reflects the priorities, as reflected in the evaluation criterion, established by the SFA herein.

#### **N. Final Contract**

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions.

#### **O. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the SFA's Board Chair within (fifteen) 15 calendar days from the date of the Contract award. The protest must be in writing and must address specific areas of concern or dispute. Documentation must be provided to support the dispute. Address protests to:

**Attn: Scott Eggleston  
Ivey & Eggleston  
111 Worth Street  
Asheboro, NC 27203-5517**

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

### III. STANDARD TERMS AND CONDITIONS

#### A. Definitions

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

1. "Accounting Periods" means each month throughout the fiscal year from July 1 to June 30.
2. "Addenda" are written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, clarification, correction or deletion.
3. "Administrative Review (AR)" is a system of Federal/State reviews of SFAs that measures compliance with Federal, State and local regulations and policies. The AR examines the nutritional, operational and financial integrity of the School Nutrition Program(s) and the adequacy of the oversight of these programs. Where the SFA is non-compliant with Federal and/or State regulations, a written Corrective Action Plan is required, and funds may be withheld until such time as compliance is achieved or in cases of critical violations, meals may be disallowed, and funds permanently reclaimed and the SFA may be terminated from the program(s). The State agency (SA) will conduct an AR in the first year of each Contract between the SFA and FSMC and more frequently based upon risk assessments.
4. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles".
5. "Buy American" means the *Buy American* provision as described in section 12 (n) of the *National School Lunch Act* which requires schools participating in the National School Lunch Program (NSLP) to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the *Buy American* provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the SFA must follow the same *Buy American* provisions that the SFA is required to follow.
6. "Code of Federal Regulations" (CFR) means the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
7. "Competitive Proposals" means a method of procurement whereby a technical proposal is solicited that explains how the prospective offeror will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

8. “Contract” means this RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC’s Proposal, as accepted by SFA in its sole discretion; the RFP/Contract is a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of School Nutrition Programs, programs, a contract is executed by the authorized representatives of the BOE and SFA and the contractor that offers to provide services, materials, supplies or equipment or other resources in accordance with all conditions and specifications in the solicitation documents, for a price to be mutually agreed-upon by the FSMC and SFA prior to execution.
9. “Cost-reimbursable” contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed-price. Cost reimbursable contracts are not allowed under the Terms and Conditions of this solicitation.
10. “Contract Documents” means the procurement specifications, requirements, and the RFP along with the responsive proposal, as applicable, and the resulting Contract.
11. “Direct Cost” means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA’s School Nutrition Program Budget; and (ii) reasonably necessary in order for FSMC to perform the Services herein. The term “Direct Cost” does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees. Direct costs are only allowed under the Terms and Conditions of this RFP/Contract for the quarterly reimbursement of personnel costs as SFA personnel transition to FSMC personnel should such costs be incurred.
12. “Effective Date” means July 1 annually.
13. “Equipment” means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more. State law or policy may set stricter capitalization thresholds for equipment than the one set by Federal standards. Any SFA may use its own definition of equipment if its definition would at least include all items of equipment as defined here. State agency prior approval is required for all capital equipment items with an acquisition cost of \$5,000 or more unless the item is identified on the State agency approved list, if applicable.
14. “Execution of Contracts” means to complete and formally sign the legal document. For school meals purposes, it is the official signing of the contract by the SFA and the contractor, which indicates that the contract has begun (or has been renewed). Before any Contract or amendment to an existing FSMC contract is executed, a State agency must review and approve the Contract terms and assure the SFA has incorporated all State agency required changes into the Contract or Contract amendment.

15. “Expendable Equipment” means items utilized in the preparation of food, including but not limited to pots, pans and kitchen utensils. Expendable equipment also includes any item used in the Nonprofit School Nutrition Program with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.
16. “Firm, Fixed-Price Contract” means a price that is fixed at the inception of a contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision tied to a standard index. A firm, fixed-price Contract is required between any FSMC and SFA in North Carolina. Under the firm, fixed-price Contract, FSMC is required to perform the work described in the RFP/Contract for a firm, fixed-price to be negotiated prior to Contract execution between the FSMC and the SFA. The firm, fixed-price will include all costs associated with fulfilling the Terms and Conditions of the Contract. No additional costs will be allowed in conjunction with the Contract with the exception personnel costs as SFA personnel transition to FSMC personnel; these costs are described in Section III, J. Employees. The fixed-price is not subject to any adjustment on the basis of the contractor’s cost experience in performing the Contract. The firm-fixed-price Contract includes any management fee and/or administrative allowance for the financial reporting, legal, tax and audit services and management oversight provided to client locations by FSMC at the regional and corporate levels. Such allowance shall be in an amount mutually agreed upon between the FSMC and the SFA and will be stated as an amount per reimbursable meal equivalent served. The firm fixed-price Contract does not negate the offeror’s responsibility to return all rebates, discounts and other purchasing incentives to the SFA.
17. “FNS” means Food and Nutrition Service of the United States Department of Agriculture (USDA).
18. “FSMC” is the Food Service Management Company.
19. “Food Service Management Company” (FSMC) means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service in accordance with 7 CFR § 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR § 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR § 226.2
20. “FSMC’s Proposal” means Food Service Management Company’s response to the RFP which ultimately becomes part of the Contract.

21. "FSMC's Responsibility" requires each FSMC to fully acquaint himself with conditions relating to the scope and restrictions attending the execution of this request for proposal (contract). The failure or omission of a FSMC to acquaint himself with existing conditions within the LEA, the county or State shall in no way relieve the FSMC of any obligation with respect to the proposal or Contract.
22. "Gross Receipts" means the total of all cash receipts and reimbursements received by the SFA and other revenue under the SFA's nonprofit School Nutrition Program.
23. "Identified Student Percentage or ISP" means the percentage of students who are eligible for free meals based on direct certification or categorical eligibility. The ISP is used to determine whether a SFA is eligible to participate in the Community Eligibility Provision or CEP.
24. "Indirect Cost" means a cost of a general nature which is not readily identifiable with the activities of the School Nutrition Program and incurred for a common or joint purpose benefiting more than one activity or cost objective. In accordance with GS § 115C-450, the LEA may not assess indirect cost to the nonprofit School Nutrition Program if the program does not have a minimum of one-month's operating balance, based on a rolling three-year average, as authorized by the NCDPI.
25. "Indirect Cost Rate" is a device for determining in a reasonable manner the proportion of indirect costs the School Nutrition Program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published by NCDPI annually on or before July 1.
26. "Management Fee" is a component of the firm, fixed-price contract and includes FSMC's allowance for those services provided at SFA's School Nutrition Program operational sites, which shall include all of the following: personnel and labor relations services and visitation, legal services, purchasing and quality control, technical research, cost incurred in hiring and/or relocating FSMC Management personnel, nutrition and dietetic services (Administrative and Nutritional), test kitchens, accounting and accounting procedures, tax administration, technical supervision, supervisory personnel and regular inspections, audit personnel and/or services, teaching, professional development and training programs, general regional support, general national headquarters support, design services, menu development, information technology and support, payroll documentation and administrative cost, sanitation, and personnel advice. Expenses included in the Management Fees may not be charged in any other manner. Any travel related to these expenses must be covered by the Management Fee. Such costs shall be calculated on a fixed-price management fee per meal equivalent. The Management Fee is included in the Maximum Allowable Cost of the Contract.
27. "Meal Equivalent" can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost of producing a la carte items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the *a la carte* revenue by the per meal sum of the Federal and State free reimbursement plus the value of USDA entitlement and bonus foods. *A la carte* revenue should include all sales to adults and *a la carte* sales to students.



28. “Meal Equivalents” are the common denominator for calculation of the management fee and the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents by the Equivalency Factor. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program meals and Summer Nutrition Program lunches served to Students and adults shall be determined by actual count. The number of breakfast meals served to Students under the School Breakfast Programs and Summer Nutrition Program shall be divided by two, and the number of after-school snacks served to Students through the National School Lunch Program shall be divided by four. A la carte meal equivalents shall be computed by dividing a la carte revenues by \$3.75. A la carte revenue shall include a la carte sales to students and adults. Catered meals are not included in meal equivalents. The meal equivalent formula may be calculated as follows:
1. One student or 1 paid adult lunch = 1 meal equivalent
  2. Two student or 2 paid adult breakfast = 1 meal equivalent
  3. Four student or 4 paid adult snacks = 1 meal equivalent
  4. A la carte revenues divided by \$3.75 = 1 meal equivalent
29. “Meal Equivalency Factor” (MEF) is a statistical tool that is used to convert *a la carte* sales into a standard of measure, in this case a “meal.” The MEF is often used to convert *a la carte* sales into meal equivalents for billing purposes in a firm, fixed-price Contract.
30. “National School Lunch Program (NSLP)” – The program offers financial assistance for each lunch served to Students, and additional financial assistance for each lunch served free or at a reduced-price to eligible Students. The maximum amount reduced-price eligible students may be charged is forty (40) cents for each reimbursable lunch served, thirty (30) cents per each reimbursable breakfast served and fifteen (15) cents per each reimbursable snack served.
31. “NCDPI” means the North Carolina Department of Public Instruction.
32. “Non-expendable Equipment” is defined as any item with a per unit acquisition cost of \$4,999.99 or more.
33. “Nonprofit School Nutrition Account” means the restricted account in which all of the revenue from all School Nutrition operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit School Nutrition Program; use of School Nutrition funds for non-School Nutrition Program purposes is strictly prohibited and funds used for unallowable purposes are subject to reclaim and reimbursement from the LEA’s general fund.
34. “Nonprofit School Nutrition Program” means all School Nutrition program operations conducted by the SFA are principally for the benefit of students within the LEA. All revenues obtained through the nonprofit School Nutrition Program will be used solely for the operation or improvements of the

- School Nutrition Program. Per 7 CFR § 210.16(a)(5) & (6) SFAs must retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims for reimbursement; in addition they must retain control of the quality, extent, and general nature of its School Nutrition Program, and the prices to be charged to students for meals at school.
35. “Nonprogram Foods” are foods and beverages sold outside the NSLP or SBP; in accordance with Federal policy, the SFA must ensure revenues from the sales of all nonprogram foods must generate at least the same proportion of SFA revenues as they contribute to SFA food costs.
  36. “Nutrition Analyses” provide detailed nutrition information on planned program menus. All menus must be planned to the required meal pattern and dietary specifications. The FSMC proposal will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). (The nutrition analysis software program used must be approved by USDA.)
  37. “Nutrition Standards” means the minimum nutrient requirements as prescribed by the US Department of Agriculture (7 CFR § 210).
  38. “Offeror” means a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC responding to the RFP.
  39. “On-site” is defined as the physical location of the food preparation facilities of the LEA as presented in RFP.
  40. “Paid Lunch Equity” is defined as the requirement of SFAs participating in the NSLP to ensure sufficient funds are provided to the nonprofit School Nutrition Program account for meals served to students not eligible for free or reduced-price meals; there are two ways to meet this requirement (1) through the prices charged for “paid” meals or (2) through other non-Federal funding sources provided to the Nonprofit school nutrition account. All SFAs are required to complete the annual *Paid Lunch Equity Tool* (PLE Tool) to determine how the SFA will comply with the requirement for paid lunch equity.
  41. “Pre-proposal Conference” is a face-to-face meeting between representatives of the SFA and representatives of FSMC; the meeting helps ensure that each FSMC understands and clarifies, if needed, all requirements of the Request for Proposals.
  42. “Processor” means, as defined in 7 CFR § 250.3, “... any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual recipient agency under contract are exempt under this definition.”
  43. “Procurement” means the process of obtaining goods and/or services in accordance with applicable rules and regulations and in an environment of optimal free, open and transparent competition.
  44. “Product Identification (ID)” - Product identifications are limited to requirements that can be verified on delivery or information essential for communication between contractor and SFA. Product

identifications must be supplied with the RFP for all items without a *CN label* to insure quantity and quality. Product identifications or descriptions are not specifications.

45. “Program(s)” or “School Nutrition Program(s)” means the USDA Child Nutrition Programs in which SFA participates.
46. “Program Funds” means all funds that are required to be deposited into the nonprofit School Nutrition Program Account.
47. “Proposal” means Food Service Management Company’s response to the RFP/Contract and is a complete and properly signed response to the RFP. The entire RFP will become the legal contract when approved, awarded and fully executed.
48. “Public Proposal Opening” means the process of opening and reading the content of proposals for the first time, at the date, time and location specified in the Request for Proposals.
49. “Public Access to Procurement Information” means that no documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the FSMC’s response to the RFP becomes public record. Commercial or financial information obtained in response to this RFP may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal they consider containing proprietary information. These documents marked “**Proprietary**” will not be disclosed.
50. “Request for Proposals” (RFP) means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. (Note: only fixed-price contracts are allowed for FSMC services in NC.) Competitive proposals may be used if conditions are not appropriate for the use of competitive sealed proposals.
51. “Responsible Offeror” means an entity capable of performing successfully under the Terms and Conditions of the solicitation and contract.
52. “Responsive Proposal” is one which conforms to all the material Terms and Conditions of the solicitation and is prepared in accordance with the specific instructions prescribed in the solicitation.
53. “Qualified Offeror” means an offeror who is qualified by experience, equipped to perform the work required, furnish the items indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

54. “Request for Proposal (RFP)” is the document that communicates to potential FSMCs the requirements established by the LEA. The RFP must be submitted in its entirety and will become the final Contract. No substitute contract will be accepted.
55. “Responsible Contractors” – The SFA must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration must be given to matters such as contractor integrity, compliance with laws and regulations, record of past performance and financial and technical resources.
56. “School Food Authority” (SFA) means the governing body which is responsible for the administration of one or more schools, that has legal authority to operate the National School Lunch Program or School Breakfast Program therein or be otherwise approved by FNS to operate the National School Lunch Program or School Breakfast Program or other programs therein. The BOE may authorize the LEA superintendent to sign legal documents on behalf of the SFA.
57. “Right of Non-Commitment or Rejection” - This RFP solicitation does not commit the LEA or SFA to award a Contract or to pay any costs incurred in the preparation of a proposal. The LEA or SFA reserves the right to accept or reject any or all proposals received as a result of this request, or to reject in part or in its entirety this proposal if it is in the best interest of the LEA or SFA to do so.
58. “School Breakfast Program (SBP)” – The program offers financial assistance for each breakfast served Students and guidance to establish and operate a program. The breakfast program can help closed the nutrition gap by providing Students with nutritious breakfasts at school. The program is especially important in improving the nutrition and dietary habits of at-risk Students, who may receive breakfast free or at a reduced-price. The maximum amount reduced-price students may be charged for breakfast is thirty (30) cents.
59. “School Food Authority (SFA)” means the School Food Authority as defined in 7 CFR § 210.2. The LEA acts on behalf of the SFA; the LEA is legally responsible to ensure the nonprofit School Nutrition Program complies with the SFA’s Agreement with the NCDPI/State Board of Education and complies with Federal and State laws, regulations and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP) and where approved by formal agreement amendment, the Seamless Summer Option (SSO) and any other of the Federally-assisted School Nutrition Programs administered by the NCDPI. The SFA is required by law to retain responsibility for its School Nutrition Program and the local BOE is ultimately legally and financially responsible for its SFA.
60. “School Nutrition Program” is the preparation and service of food to the SFA’s students, staff, employees and authorized visitors. The School Nutrition program may include but is not necessarily limited to the National School Lunch Program, the School Breakfast Program, the After School Snack program, the Seamless Summer Option, the Summer Food Service Program, catering services and *a la carte* food and beverage service.

61. "School Nutrition Facilities" are the areas, schools, sites, institutions or other properties made available by the SFA to the FSMC for the provision of the School Nutrition Program services.
62. "Services" means the services and responsibilities of FSMC as described in this Contract.
63. "SFA's School Nutrition Program Budget" means the School Nutrition Program Budget for the Current School Year, which is attached to this Contract as "Exhibit C" and fully incorporated herein.
64. "SFA's School Nutrition Facilities" means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the nutrition services as more fully described herein.
65. "SFA's School Nutrition Program" means the administration and operation of the nonprofit School Nutrition Program(s) on behalf of SFA's students, staff, employees and authorized visitors, including the following programs the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Snack Program, the Summer Food Service Program (SFSP), and the *a la carte* food and beverage service.
66. "SFA's School Nutrition Location(s)/Sites(s)" means the schools or other locations where Program meals are served to SFA's enrolled and visiting students.
67. "Signature Authority" - The SFA shall retain signature authority on the School Nutrition Program Agreement, Free and Reduced-price Policy Statement and any and all claims made for reimbursement.
68. "Simplified acquisition threshold" means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this guidance, the Simplified Acquisition Threshold at the Federal level is \$150,000, but this threshold is periodically adjusted for inflation. [2 CFR § 200.88]. The Simplified Acquisition Threshold established by the State of North Carolina is \$90,000.
69. "Smallwares" means non-disposable items utilized in the service of food.
70. "Smart Snacks Final Rule" applies to all foods sold at school during the school day; under the Smart Snacks rule, all foods and beverages sold a la carte, in the school store, and in vending machines must comply with the Smart Snacks nutrition standards. Such snacks must also be sold in compliance with NC's Competitive Foods rule which is established in Section B. 3. q. of the Annual Agreement (renewal) to operate the Federally-assisted School Nutrition Program(s) administered by the NCDPI.
71. Sole Source Procurement –refers to one type of noncompetitive proposal found in 2 CFR § 200.320(f) (see Noncompetitive proposal, above); in the Child Nutrition Programs this occurs only when the goods or services are available from only one manufacturer through only one distributor or

supplier. Sole source describes a condition of the procurement environment. In a true sole source situation, conducting a traditional solicitation (sealed proposal, competitive negotiation or small purchase) is a meaningless act, because the element of competition will not exist. When faced with an actual sole source situation, an SFA must first obtain written approval from the State agency, and then go directly to the one source of supply to negotiate terms, conditions and prices.

72. "Solicitation" means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all Contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the proposals.
73. "Specifications" are written descriptions of what the purchaser requires and, consequently what an offeror must offer to be considered eligible for a Contract award.
74. "Special School Nutrition Functions" requested by the SFA shall be provided at a firm price mutually agreeable to the contractor and SFA. The contractor and the SFA shall agree as to what portion of this cost is to be reimbursed to the contractor and what portion will be paid directly by the SFA. All cost related to special functions shall be submitted in an invoice that is separate from the monthly billing for School Nutrition Program Services and shall not be considered when determining the number of meal equivalents for which the contractor will be paid a management fee or the performance of the contractor as it relates to compliance with the meal equivalent cost guarantee. No USDA Foods can be used for such functions. In addition, no food, labor, and supplies appropriated for the daily School Nutrition programs may be used for these special functions.
75. "Standards of Conduct" governing conflicts of interest and governing the performance of all personnel engaged in the selection, award and administration shall be enforced throughout the solicitation, evaluation and contract award. The BOE, LEA and SFA must also maintain written standards of conduct covering organizational conflicts of interest. Such standards shall be consistent with 2 CFR § 200.318 and 319.
76. "State Agency (SA)" is the NC Department of Public Instruction. The National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (ASSP), and Seamless Summer Option (SSO) and the Summer Nutrition Program (SNP) are administered for the State through the School Nutrition Services Section, Division of Safe School Operations.
77. "State Distributing Agency" (SDA) is the North Carolina Department of Agriculture and Consumer Services, Food Distribution Division.
78. "Summer Nutrition Program" means either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
79. "Term of the Contract" is one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

80. "USDA" means United States Department of Agriculture.
81. "USDA Foods" means foods purchased by the United States Department of Agriculture. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions. The USDA Foods Program is administered by the NCDA&CS
82. "USDA Food Processing" refers to items produced on Processing Contracts from USDA Foods. The FSMC must credit and/or report to the SFA for the value of actual USDA Foods and for USDA Foods contained in processed end products that the FSMC obtains from a processor on behalf of the SFA, in accordance with SFA's agreement with the NCDA&CS, and in accordance with 7 CFR § 250.51(a) regardless of the method of procurement. The specific method of crediting utilized, which may be by invoice reductions, refunds, or another means applied to the monthly invoice (in accordance with 7 CFR § 250.51(b), must be indicated in the proposal/contract.
83. "USDA Foods are Considered Received" when the foods arrive at the school site, or SFA or FSMC storage facility, in either raw form or in processed end products.
84. "USDA Foods" (including both entitlement and bonus foods) must be credited to the recipient agency for the value of all USDA Foods received for use in the SFA's meal service in a school year or fiscal year.
85. "Vendor" means a merchandiser of complete meals, meal components, or raw materials.

## **B. Scope and Purpose**

1. This Contract will be in effect for a period of one year commencing on July 1, 2019, and terminating on June 30, 2020, and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and FSMC. All renewals will be documented by a written Contract Amendment which is subject to the prior review and approval of the NCDPI.

2. During the term of this Contract, FSMC shall operate SFA's School Nutrition Program in conformance with SFA's agreement with the NCDPI and State Board of Education (SBE), in conformance with SFA's agreement with the NCDA&CS to receive/utilize USDA Foods and in compliance with the provisions set forth in 7 CFR §210.16. FSMC shall comply with applicable Federal, State and local laws, rules and regulations, policies, and instructions of NCDPI, NCDA&CS and USDA and any additions or amendments thereto, including USDA Regulations at 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Schedule of Applicable Laws," which contained in Section III. S. of the Terms and Conditions and is fully incorporated herein by reference.

3. FSMC, as an independent contractor, shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of School Nutrition Program Sites and Services

Provided, which is attached to this Contract as “Exhibit B” and fully incorporated herein. If a program is added later (i.e., a breakfast program) which is beyond the scope or original intent of this RFP/Contract, or if a material change is made to the RFP/Contract, the appropriate procurement procedures must be followed. A key factor in determining whether a change is material is whether other potential vendors knowing of the change would have proposal differently. (Reference 97SP-30, FNS Policy Memo, July 2005 Procurement Questions; and 2009 FSMC Manual; SP 28-2009; SP 02-2010; and SP 17-2012.)] SFA must confer with the NCDPI prior to making any material change in the Terms and Conditions of the base solicitation or RFP.

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
  - Breakfast in the Classroom
  - Universal Breakfast
- After-School Snack Program (ASSP—NSLP)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO-NSLP)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP)
- À la Carte Meals* and Beverage Program
- Adult Meals
- Catering [in compliance with NC’s Umstead Act N.C.G.S. 66-58(a)]
- Contract Meals
- Vending (applies only to FSMC supplied vending machines)
- Concessions (applies only to concessions operated by FSMC)
- Disaster Feeding
- Other: SFA intends to implement the At-Risk After School Meal Program which is a component of the Child and Adult Care Food Program administered by the NC Department of Health and Human Services.

4. FSMC shall operate the School Nutrition Program(s) listed above in accordance with all applicable Federal regulations shall include those pertinent to the governance of the Federally-assisted School Nutrition Programs as codified in the US Code of Federal Regulations, USDA-issued Final Rules and shall also include all USDA-issued policy memoranda, guidance, and FNS instructions that govern the nonprofit School Nutrition Programs.



5. FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA.

6. FSMC's operation of SFA's School Nutrition Program(s) shall include performance by FSMC of all the services, which are described in this RFP/Contract, for the benefit of SFA's students, faculty and staff and in accordance with the menu requirements and menu style described in the RFP/Contract.

7. FSMC shall implement an accurate Point of Service/Sale (POS/S) meal count system using the counting system currently in use by the SFA in its application to participate in the School Nutrition Programs, and as approved by the NCDPI for the programs listed in Section B, Paragraph 3, herein above, as required under USDA regulations. Such meal counting system must eliminate the potential for overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

8. FSMC shall maintain all records necessary, in accordance with applicable regulations, for SFA, NCDPI and USDA to complete required monitoring activities, and must make said records available to SFA, NCDPI, and USDA upon request for the purpose of auditing, examination and review in accordance with 7 CFR § 210.16(c) (1).

9. FSMC shall provide additional special food and nutrition services such as banquets, parties, and refreshments for meetings as requested by SFA. A firm fixed-price per meal shall be negotiated and confirmed, in writing, with the third party requesting the special food and nutrition service. The third party or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses, if applicable, to providing such service. USDA Foods shall not be used for these special functions unless SFA's students will be the primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.) **These functions shall be invoiced by the FSMC to the third party requesting such services and shall be invoiced separately from this Contract.**

10. FSMC shall cooperate with SFA in promoting nutrition education, a healthy school environment and SFA's local wellness policies, while coordinating SFA's School Nutrition Program with classroom instruction.

11. The FSMC shall comply with all SFA building rules and regulations.

12. The FSMC shall obtain and post all licenses and permits that it is required to hold under Federal, State or local law.

13. SFA will assign an employee of the SFA who has a minimum of three (3) years of experience managing/supervising School Nutrition Programs to serve as the "Contract Manager" to monitor compliance with the Contract on behalf of the local BOE. A progress report shall be completed by and provided monthly to the Superintendent and/or Board of Education by the Contract Manager. The report should include at a minimum:

- a. The efficiency and effectiveness of the contractor's performance as required in the Contract;
- b. The general quality of professional personnel utilized in the performance of the Contract;
- c. The conformance of the Contractor with the cost provisions of the Contract;

- d. Progress towards achievement of the local BOE's goals and objectives; and
- d. Other evaluation information pertinent to the Contract and related factors, such as the accuracy of records to support the claim for Federal reimbursement, the utilization of USDA Foods, significant personnel matters; significant program operation matters and any other indication pertinent to the successful implementation of the terms and conditions of the Contract and the SFA's ability to comply with the laws, regulations and policies that govern the Federally-assisted School Nutrition Programs and the agreement with the NCDPI/SBE.

14. SFA shall retain signature authority for the application/annual agreement renewal with the NCDPI/SBE, Free and Reduced-Price Policy Statement, the monthly claim for reimbursement for the programs indicated in Section B, Paragraph 2, herein, and the agreement with the NCDA&CS to receive and utilize USDA Foods. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a] [5])

15. SFA shall be responsible for the development and distribution of the parent letter and Household Application for Free and Reduced-Price Meals and/or Free Milk. SFA shall designate the determining official who shall be responsible for overseeing the processing of household applications and for making determinations of student eligibility for free or reduced-price meals and free milk, if applicable. SFA shall also designate the hearing official to establish and use a fair hearing procedure under which a household may appeal a decision pertaining to the issuance of meal benefits for eligible students. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for all documentation required to Directly Certify students (including the identification of students who are deemed categorically-eligible) for free meals at school. SFA shall be responsible for the Direct Certification of students eligible for free meals based on data provided by State and/or local agencies; use of Direct Certification data and categorical eligibility data shall be managed by the SFA and shall be governed by Federal regulations and Memoranda of Agreement established by the NCDPI. SFA shall be responsible for the collection and determination of data required to prepare the Identified Student Percentage (ISP), as needed, for the SFA's participation in the Community Eligibility Provision (CEP).

16. SFA shall be responsible for the establishment and maintenance of the student eligibility roster and shall limit the use of any data for authorized purposes only. FSMC shall provide meals to students in a manner that prevents overt identification of students and prevents "meal shaming." (7 CFR § 210.7(c), 7 CFR § 210.9(b) (18) and 7 CFR § 245.6(e))

17. SFA shall be responsible for verifying household applications for free and reduced-price meals as required by USDA regulations. SFA shall also be responsible for conducting Second Reviews of Applications as required by the NCDPI.

18. SFA shall be legally responsible for the conduct of SFA's School Nutrition Program(s) and shall routinely monitor the School Nutrition Program to ensure that both parties (FSMC and SFA) comply with all Terms and Conditions of the Contract. SFA, through its designated Contract Manager, is responsible for

monitoring the operations of the FSMC through periodic on-site documented visits to ensure all operations are in conformance with the Terms and Conditions of the Contract and are in compliance with USDA program regulations. (7 CFR § 210.16(a) (3))

19. SFA is responsible for conducting the required on-site reviews of School Nutrition Program operations, for documenting the outcome of the reviews, including required corrective actions and for ensuring all documented corrective actions are remedied in a timely manner; the SFA is responsible for maintaining the documentation of on-site reviews for the Federal records-retention period and throughout the term of the Contract.

20. SFA shall at all times retain control of the non-profit School Nutrition Program Account and overall financial responsibility for SFA's School Nutrition Program.

21. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

22. SFA shall be responsible for ensuring the resolution of program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues that result from FSMC's operational, intentional or negligent acts.

23. If there is more than one School Nutrition Program location or site, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system and other aspects of program operation at each SFA Location/Site no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the meal counting and claiming system. (7 CFR § 210.8(a) (1))

24. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract.

25. SFA may request of FSMC additional food-related programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the School Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be competitively re-procured. A key factor in determining materiality is whether other potential contractors knowing of the change would have issued their proposal differently. (Reference USDA Guidance Memo SP2-2010, October 9, 2009.)

26. Any changes to the Terms and/or Conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to School Nutrition Program(s), such as money or rebates for school improvements and student scholarships, or other non-School Nutrition-related provisions, are not allowable under the Terms and Conditions of this Contract.

28. In the event the RFP requires FSMC to provide management services for SFA's additional School Nutrition Program(s), the parties shall operate the Program according to applicable Federal, State, and local regulations, policies and guidance.

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

### **C. School Nutrition Operations**

1. SFA shall retain control of the quality, extent, and general nature of the School Nutrition Program Operations.

2. FSMC shall serve meals on such days and at such times and according to the menu types and regional food and meal service preferences as requested by the SFA.

3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's School Nutrition Program(s) indicated in Section B, Paragraph 3 herein.

4. In order for FSMC to offer *à la carte* meal or snack service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.

5. FSMC shall provide meals that meet the meal pattern and dietary standards required by the USDA and as specified in 7 CFR § 210.10 - 11.

6. FSMC shall promote maximum participation in the School Nutrition Program(s) operated by the SFA.

7. FSMC shall provide the specified types of meal service in the schools/sites listed in Exhibit B.

8. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements and/or requirements of the SFA's Local Wellness Policy.

9. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as Stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical

practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such Statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR §210.10(g)(1); and SP 59-2016, Sept. 26, 2016). The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast, lunch or snack because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular breakfast, lunch or snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, *Accommodating Children with Disabilities in the School Meal Programs, 2017*).

10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by Federal and State regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)

11. FSMC shall maintain a record of special diets planned and served daily; such record shall be maintained as required to document compliance with provisions for students with disabilities and special dietary requirements.

#### **D. Meal Requirements and Dietary Standards**

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic documented meetings of an SFA advisory board composed of students, teachers, and parents and other stakeholders to assist in menu planning as required by 7 CFR § 210.16[a] [8])

2. FSMC shall serve meals that follow the twenty-one (21) day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit I" and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed meal specifications for each meal included in the twenty-one (21) day cycle menus in Program Cycle Menus, which are attached to this Contract as "Exhibit C" and fully incorporated herein. At a minimum, such meal specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a

detailed recipe for each Meal Specification identified for the 7<sup>th</sup> day in the NSLP menu cycle. A hard copy of these recipes shall be maintained on file at SFA.

3. FSMC must follow: (i) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the NSLP; (ii) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the SBP; (iii) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the ASSP; and (iv) the twenty-one (21) day menu cycle and meal specifications developed by SFA for the SFSP.

4. FSMC shall serve *a la carte* items that follow the twenty-one (21) day menu cycle contained in Exhibit C and that meet all Federal and State School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to the *a la carte* specifications for each *a la carte* item included in the twenty-one (21) day cycle menu. At a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9<sup>th</sup> day in the *a la carte* menu cycle. A hard copy of these recipes shall be kept on file at SFA.

5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASSP, Summer Nutrition Program(s) or the *a la carte* items without prior written approval of SFA. SFA shall notify the NCDPI and NCDA&CS of prior written approval of FSMC's request to amend the twenty-one (21) day cycle menu by sending a copy of the approval to both agencies. SFA shall approve the menus no later than two weeks prior to service in accordance with 7 CFR §210.16 and 7 CFR §210.10 – 11. Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by FSMC and the SFA's response shall also be documented, in writing; NCDPI and NCDA&CS shall also receive written notification of SFA's response related to menu substitutions of lower quality food items. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NCDPI, NCDA&CS and USDA for review upon request in accordance with 7 CFR § 210.16(c) (1) and 7 CFR §210.23.

6. FSMC must submit a FFVP cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA and NCDPI.)

7. FSMC must comply with SFA's Local Wellness Policy.

### **E. Summer Nutrition Program(s)**

1. SFA shall be responsible for determining eligibility of all SFSP sites.

2. SFA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR § 225.15 (a)(3). FSMC shall comply with the SFA's Agreement with the NCDPI to operate the SFSP.

3. Bonding requirements.

- a. Proposal guarantee (when the SFSP portion of the proposal exceeds \$50,000): Offeror shall submit with his or her proposal a guarantee in the amount of 5 percent of the total proposal price, which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Nutrition Program(s), January 10, 2014). Proposal guarantees other than bid bonds will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents. (i.e., insurance coverage) and bonds as may be required by the proposal.
- b. Performance guarantee (when the SFSP portion of the Contract exceeds \$50,000): FSMC must obtain a performance bond in the amount of 10 percent of the value of the Contract which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Nutrition Program, January 10, 2014). Proposal guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract.

4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.

5. FSMC must comply with the twenty-one (21) day menu cycle developed by SFA for the SFSP (Exhibit C) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform NCDPI of menu changes for the SFSP.

6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program.

7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.

8. FSMC may use donated foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR Part 225 and 2 CFR Part 200.

## **F. Procurement**

1. SFA must check one of the purchasing options Stated herein below

- a.  The SFA will be responsible for all purchasing for the School Nutrition Program.
- b.  The FSMC will buy the beginning inventory, exclusive of commodities, from SFA, and shall serve as a purchasing agent on behalf of the SFA and shall assist the SFA in the purchase all foods and food storage, preparation, and service supplies within the fixed-price per meal equivalent.

2. All purchases made by and on behalf of the SFA and shall be used solely in the SFA's nonprofit School Nutrition program. All food and related supplies purchased by or on behalf of the SFA shall be kept separate and apart and the title thereto shall remain in the SFA at all times. All such purchases shall be made in the name of the SFA. SFA and FSMC acknowledge the contractual requirements of 2 CFR Part 200 and 7 CFR § 250.53 and agree with the requirements therein.

3. FSMC must follow the procurement regulations as described in 2 CFR Parts 200.317 – 326. FSMC and SFA shall establish a written Procurement Plan that describes the SFA's procedures for the acquisition of food, supplies, services and equipment in accordance with Federal, State and local laws. The Procurement Plan must be approved by the local Board of Education (BOE) and shall include a system that enables each school site to confirm that food, supplies, services and equipment that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA's Contract Official approves an appropriate process to be followed to assure free and open competition in accordance with 2 CFR § 200.219(b). Approval for the FSMC to serve as the vendor shall be issued, in writing, by the SFA.

4. If FSMC is acting as a purchasing agent on behalf of SFA and purchasing foods or other goods or services for SFA under this Agreement, SFA shall ensure the FSMC complies with all applicable competitive purchasing and open competition requirements for such purchases as set forth in 2 CFR Part 200, including but not limited to 2 CFR Parts 200.317-326. In addition, SFA shall ensure the FSMC shall comply with all applicable Federal, State and local laws, rules and regulations, policies, and instructions of NCDPI and USDA and any additions or amendments thereto, including USDA Regulations located at 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) if applicable in administering the At-Risk After School Meal Program of the CACFP; and 2 CFR Parts 200.38, 74, & 101(b)(1).

5. SFA shall ensure FSMC fully discloses and returns to the SFA the full amount of all discounts, rebates, applicable credits, allowances, or incentives as a result of purchases made on behalf of the SFA under this Contract. FSMC must maintain appropriate records which allow the SFA to ensure the return of all discounts, rebates, applicable credits, allowances or incentives as a result of purchases made on behalf of the SFA under this Contract. All discounts, rebates, allowances, and incentives must be returned to SFA



by September 30 after the close of the previous fiscal year.

6. Whether the SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.

7. FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.

8. SFA and FSMC acknowledge that, Section 12 (n) of the National School Lunch Act requires schools to purchase, to the maximum extent practicable, domestic commodities and products for program meals and snacks. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR §210.21(d). Purchases made in accordance with the *Buy American* provision must follow the applicable procurement rules which require free and open competition. Any entity that purchases food or food products on behalf of the SFA must follow the same *Buy American* provisions that the SFA is required to follow. Exceptions to the *Buy American* provision should be used as a last resort; however, an alternative or exception may be approved upon request from SFA. Requests for exemption must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: (i) Price of the domestic food alternative substitute (s); and (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): (iii) Price of the domestic food product; and (iv) Price of the non-domestic product that meets the required specification of the domestic product. The SFA must provide prior written approval to the FSMC of any product that shall require an exemption from the *Buy American* provision.

9. SFA and FSMC acknowledge that to the extent possible, SFA will use best efforts to purchase agricultural products produced, processed or grown in North Carolina if the cost and quality are equal. In accordance with 7 CFR §210 (g), the SFA and may apply geographic preference when procuring unprocessed or minimally processed locally grown or locally raised agricultural products. When exercising the option to utilize geographic preference to procure such products, the SFA shall have the discretion to determine the local area to which the geographic preference option will be applied. The SFA shall instruct the FSMC of the geographic preference option to be used throughout the duration of the Contract. The availability of North Carolina products is expected by SFA. The Farm-to-School relationship should be enhanced, encouraged and supported by any vendor supplying goods to SFA. Therefore, SFA will give preference to items that can be delivered within 24 hours of harvest or production. FSMC is encouraged to submit a list of locally grown, processed, and manufactured items available through FSMC, based on the SFA’s geographic preference option, for consideration on a regular basis. Products must be clearly labeled, and a good faith effort established by FSMC to purchase local first when available. In keeping with SFA’s

mission of establishing local agricultural partnerships, SFA advocates for a fair price be paid to farmers to help make this important segment of local economy sustainable.

### **G. USDA Foods**

1. FSMC shall comply with all Contract provisions established in 7 CFR § 250.53 pertaining to fixed-price contracts. SFA shall retain the title to all USDA Foods at all times, and at no time shall the ownership of USDA Foods be transferred to the FSMC or other entity. No value or benefit of the SFA's USDA Foods shall accrue in any manner to the FSMC. The FSMC shall ensure all USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the School Food Authority's Nonprofit School Nutrition Program and are fully utilized therein. [7 CFR § 210.16(a)(6)].

2. FSMC agrees to accept and use all USDA Foods in SFA's School Nutrition Program. FSMC will use all USDA Foods issued to the SFA or will use commercially purchased foods of the same or better generic quality and identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's School Nutrition Program, if approved, in writing, by the SFA to do so.

3. SFA shall assure the maximum amount of USDA Foods are received and utilized by FSMC in accordance with 7 CFR § 210.9(b)(15).

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

5. The FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, and 225 and 250 as applicable. The FSMC must respond to USDA food orders, as necessary, to take full advantage of the USDA Foods offered and shall ensure all USDA Foods received for use in the nonprofit School Nutrition Program, for the period specified in the Agreement between the NCDA&CS and the SFA, are used within the period specified by the SFA as either the school year or fiscal year. The FSMC shall reimburse the SFA for the amount of any unused USDA Food for which the value of any USDA Foods should revert to the NCDA&CS.

6. FSMC will comply with 7 CFR §250.14(b) and §250.52 concerning responsibilities of FSMCs in the receipt, safe and efficient storage, control, use reporting, crediting and, where instructed by the SFA, the disposal of USDA Foods. FSMC will also comply with all terms and conditions included in the SFA's Agreement with the NCDA&CS, Food Distribution Division. Liability for the proper use of USDA Foods will be the responsibility of the FSMC. Any negligence on the part of the FSMC that results in any loss of, improper use of, or damage to USDA Foods shall be the responsibility of the FSMC. SFA is responsible for obtaining restitution from the FSMC in connection with any claim for improper use, loss, or, damage to USDA Foods. The FSMC will maintain all records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR §250.54(b).SFA shall ensure any and all activities relating to USDA Foods for which the FSMC shall be responsible are compliant with the provisions of 7 CFR §250.50(d); such records shall be maintained in an accurate and complete manner with respect to the receipt, use/disposition,

storage and inventory of USDA Foods and shall be monitored routinely to ensure FSMC's system of inventory management will not result in SFA being charged for USDA Foods or for the storage of USDA Foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper use, distribution, loss or adequate control of USDA Foods.

7. FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR §250.54(b) and shall have all records available to substantiate the full value of all USDA Foods is used solely for the benefit of the School Nutrition Program in accordance with 7 CFR § 250.53(a) (11) and for the purposes of the program as prescribed in 7 CFR § 250.54(d).

8. FSMC shall record and report the value of USDA Foods to be used in crediting, or the actual values assigned, using the format and requirements prescribed by the NCDA&CS Food Distribution Division.

9. SFA shall ensure FSMC reports the value of all USDA Foods received in the school year in which it was received and used in SFA's meal service in the school year in accordance with 7 CFR §250.51(a). FSMC shall report the value of USDA food usage, monthly and annually to the SFA using Forms FDD 2009 *USDA Foods Delivered to Recipient Agencies* and FDD 2009P, *USDA Foods Diverted to Processors*. The FSMC must use the method and frequency of reporting the value of USDA Foods as determined by the Food Distribution Division of the NCDA&CS. SFA shall reconcile these reports (FDD 2009 and FDD 2009P) with the *USDA Foods Allocated and Received Report (209 Report)* as located on the NCDA&CS's website; this information is available on the website for each SFA. It shall be the responsibility of the SFA to reconcile any discrepancies among the reports. These reports shall be kept on file with the SFA. Forms FDD 2009 and FDD 2009P shall be available to the NCDA&CS and the NCDPI upon request. At the end of each quarter, the SFA shall send copies of these reports to the NCDA&CS at the following address:

North Carolina Department of Agriculture and Consumer Services  
Food Distribution Division  
P.O. Box 659  
Butner, NC 27509-0659

10. FSMC must provide adequate documentation to SFA to ensure USDA Foods, including entitlement and bonus USDA Foods and USDA Foods contained in processed end products, received for use in the SFA's School Nutrition Program from the period of July 1 – June 30 annually for the term of the Contract, were specifically used in the SFA's School Nutrition Program during this period. Any and all activities related to USDA Foods for which the FSMC will be responsible, shall be in accordance with 7 CFR §250.50(d), and written assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR Part 250 will be provided to the SFA on an annual basis.

11. FSMC must use all USDA Foods and processed end products in inventory carried over from any previous contract in the SFA's School Nutrition Program, unless the SFA determines and documents, in writing to the NCDPI and NCDA&CS that such foods are out-of-condition, in which case they must not be used. The SFA must ensure the FSMC reports and credits the value of any additional USDA Foods not

accounted for in the fixed-price per meal contract and any USDA Foods that are not made available until later in the school year. SFA must also ensure the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7 CFR § 210.9(b)(2).

12. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, inventory management or any other aspect of financial management relating to USDA Foods. (7 CFR §250.15)

13. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's School Nutrition Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. (7 CFR § 250.52(c))

14. Upon termination of this Contract, FSMC must, at SFA's discretion, return unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's School Nutrition Program. Market value shall be the allocated value provided to the SFA by the NCDA&CS in accordance with 7 CFR § 250.51(c).

15. FSMC is prohibited from entering into any processing contracts with a processor utilizing USDA Foods on behalf of the SFA; only the SFA may enter into USDA Foods processing contracts. Should the FSMC act as an intermediary between the processor and the SFA in receiving processed products from the processor, the FSMC must report and/or be accountable to the SFA for the value of processed products upon receipt; specifically, the FSMC must account for and report the commodity value in end products procured by the SFA in accordance with the processing requirements in Subpart C of 7 CFR Part 250. The procurement of processed end products will comply with Subpart C of 7 CFR Part 250 and with the provisions of the NCDA&CS, food Distribution Division's processing agreements, and will ensure reporting and/or crediting of the SFA's School Nutrition Program for the value of USDA Foods contained in such end products at the processing agreement value. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in Subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall report to the SFA the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's nonprofit School Nutrition Program account in accordance with 7 CFR §250.51(a). FSMC shall credit and report to the SFA the value of all USDA Foods received for use in SFA's meal service in the school year, whether the USDA Foods are used that year or not, including both entitlement and bonus foods and including the value of USDA Foods contained in processed end products.

16. FSMC will comply, as applicable, with 7 CFR §250.51 and §250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with requirements in 7 CFR Part 250 Subpart C.

17. FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods in accordance with the efficient use requirements described in 7 CFR § 250.13.

18. FSMC shall allow SFA and/or any State or Federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's School Nutrition operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods as prescribed in 7 CFR § 250.53(a) (10).

19. FSMC agrees the proposed fixed-price per meal rate must be calculated as if no USDA Foods were available.

20. The FSMC acknowledges the renewal of this Contract is contingent upon the fulfillment of all Contract provisions herein relating to USDA Foods. (7 CFR § 250.53(a) (12))

#### **H. Use of Facilities, Inventory, Equipment, and Storage**

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. Facilities shall be equipped and ready-to-operate, together with such utilities as electricity, fuel, refrigeration and other utilities as may be reasonably required for the FSMC for the efficient performance of this agreement. SFA shall have full access to the School Nutrition facilities at all times and for any reason, including inspection and audit.

2. SFA shall furnish building maintenance services for the School Nutrition facilities and shall promptly make all required equipment repairs and replacements. FSMC agrees to utilize the SFA-owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with all Federal, State and local laws, regulations and ordinances including State and local health regulations and requirements. FSMC shall notify the SFA immediately when equipment or SFA-owned other work tools require repair or replacement. FSMC is not authorized to initiate nor approve equipment repair or replacement without written prior authorization of the SFA.

3. Records of equipment depreciation shall be maintained by the SFA and shall be recorded in the appropriate reporting system maintained by the SFA.

4. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's School Nutrition Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning

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

5. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA and as validated by the NCDA&CS.

6. FSMC shall not invest in equipment to operate the nonprofit School Nutrition Program without advanced written approval from the SFA. If the SFA provides written approval for FSMC equipment purchase(s), all equipment purchased pursuant to this provision will be titled to and remain the property of the SFA. The equipment purchased and titled to the SFA by the FSMC shall be amortized on a straight-line basis over five (5) years. Such amortization shall be included in the SFA's total cost of operating during the term of the Agreement and any subsequent renewal terms between the parties until the equipment is fully amortized.

7. Should the contract expire prior to the full amortization of the equipment purchased pursuant to the preceding paragraph, SFA may retain the property and continue to make payments in accordance with the amortization schedule or return the property to the FSMC in full release of the unpaid balance. FSMC will provide the SFA with actual receipts for the purchase of all equipment subject to amortization and an amortization table will be added to the Agreement containing the actual price of all equipment at purchase and the date of purchase. SFA shall reimburse FSMC for the unamortized portion of the equipment within sixty (60) days of the expiration of the contract.

8. All equipment and/or fixtures added by the FSMC during the term of the Contract will become the property of the SFA. Fixtures for the purpose of this Contract include goods that have become so related to the real estate than an interest in them arises under real estate law (examples include but are not limited to counters, islands, ovens, sinks, service stations, and other items) that cannot be removed without damaging the surfaces to which they are mounted.

9. The SFA shall retain the right to rent any LEA-owned School Nutrition facility to outside groups during non-school hours or weekends, provided such rental does not interfere with the normal School Nutrition operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require a member(s) of the School Nutrition Program staff, designated by the on-site School Nutrition Manager, to be

on the premises. FSMC will be reimbursed for related personnel costs from the LEA's general fund; such expenses associated with the rental shall not be incurred by the nonprofit School Nutrition Program account.

10. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the School Nutrition operation and at the inventory level as specified by SFA.

11. SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

12. FSMC shall maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreements with NCDPI and the NCDA&CS

13. SFA shall have full access to the School Nutrition facilities at all times.

15. SFA shall provide FSMC with keys for all School Nutrition areas secured with locks.

16. SFA shall provide FSMC with local telephone service.

17. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with Federal, State, or local laws, ordinances, rules and regulations.

18. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.

19. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises, without prior written approval of SFA.

20. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.

21. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten (10) days of its placement on SFA premises.

22. FSMC shall comply with all SFA building rules and regulations.

23. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the nonprofit School Nutrition Program account.

24. The preparation of food off the SFA premises for service to students in the SFA shall be prohibited without prior approval, in writing, by the SFA. Should such approval be acquired, the FSMC shall undergo State and local environmental health inspections and obtain certification for any facility outside the LEA in which it shall prepare meals for use in the SFA and shall maintain such health certification for the duration of this Agreement.

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

26. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's School Nutrition Program in good repair and condition, reasonable wear and tear excepted.

## **I. Health Certifications/Food Safety/HACCP**

1. FSMC must comply with all State and local environmental health and other laws that affect school meal preparation and/or service in accordance with 7 CFR § 210.16(a) (7).
2. FSMC must abide with the NC Food Code as prescribed in 15A NCAC 18A .2600.
3. FSMC shall maintain, in the storage, preparation, distribution and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of § 210.13(b). (7 CFR § 210.9(b) (14)).
4. FSMC shall maintain all State of North Carolina and local health certifications for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c) (2)).
5. FSMC shall obtain and post all licenses and permits as required by Federal, State, and/or local laws.
6. FSMC shall comply with all local sanitation requirements applicable to the preparation of food
7. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable State and local regulations pertaining to sanitation, preparing, serving or transporting meals at a SFA facility. (7 CFR § 210.16(a) (7)).
8. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
9. FSMC shall be responsible for cleaning all commercial and non-commercial equipment used to receive, store, prepare, transport, serve and refrigerate and otherwise hold food and beverages, kitchen floors, hoods and grease filters.
10. SFA shall be responsible for the maintenance and expense of insect and pest control in all food storage, preparation, production and service areas. FSMC will notify SFA of any problems in these areas.
11. SFA shall be responsible for removal of trash and garbage resulting from the School Nutrition program in compliance with SFA's schedule for waste disposal.
11. SFA shall be responsible for all regular School Nutrition-related building maintenance, with the exception of normal clean up.
12. SFA and FSMC shall clean the kitchen and dining room areas. (See Designation of Program Expenses)
13. SFA shall provide regular cleaning service for dining area walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
14. SFA shall place garbage and trash in containers in designated areas as specified by SFA.
15. FSMC shall operate and care for all equipment and School Nutrition areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of Federal, State, and local authorities, including laws related to recycling.
16. SFA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
17. SFA shall provide extermination services as needed.



18. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

19. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A) and shall maintain the HACCP documentation as required by the NCDPI.

20. FSMC agrees to ensure at least two (2) health inspections to be conducted by the local Department of Health at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

### **J. Employees**

1. FSMC shall provide and pay a staff of qualified management and operational personnel assigned to duty on SFA's premises for efficient, effective and compliant operation of the School Nutrition Programs.

2. SFA must designate whether current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This designation must agree with the information reported in the SFA's Exhibit G which is attached to this Contract and fully incorporated herein, and the Schedule of FSMC Employees, which is also attached to this Contract as "Exhibit H" and fully incorporated herein.

- Employees retained by:
- SFA (See Exhibit G)
  - FSMC (See Exhibit H)
  - Both SFA and FSMC (Exhibits G and H)

NOTE: If at any time during the Contract SFA transitions employees to FSMC payroll, each position to be transitioned and date of anticipated transition shall be identified in Section III, Standard Terms and Conditions, Paragraph N, Optional Requirements to Be Included herein.

For any employees retained by FSMC, SFA shall provide in Exhibit H a list of each FSMC School Nutrition positions and the minimum qualifications acceptable to SFA for each position. SFA's managerial and operational staff at the school level shall be directly supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their promotions, disciplinary action, dismissal, levels of compensation and work duties. The FSMC shall retain present SFA employees without a reduction in salary, hours worked or benefits.

3. Any School Nutrition position not identified in Exhibit G shall be considered an employee of SFA and shall report to the designated LEA official assigned by the Superintendent and BOE. These employees shall be responsible for performing the non-delegable duties on behalf of the SFA. The SFA's Contract Manager shall report to the appropriate school official as designated by the Superintendent and BOE; under no circumstances will these positions report to the FSMC.

4. SFA will, at its sole discretion, retain all School Nutrition Program employees currently on the SFA's payroll and shall pay the salaries and benefits and all other personnel costs currently applicable to these positions (FICA, taxes, etc.) for these individuals. Employees of the SFA assigned to the School Nutrition Program will be entitled to all salary and benefits applicable to LEA employees in their respective positions as determined by the SFA. The SFA shall retain present SFA employees without a reduction in salary, hours worked or benefits.

5. If provided for in the Proposal, SFA and FSMC may transition SFA's School Nutrition employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll. However, after the transition occurs and the position(s) is removed from the SFA's system of accounting (or transferred elsewhere in the LEA) the FSMC may invoice the SFA for actual payroll costs associated with the new FSMC position. Such invoicing of payroll costs to cover the direct cost of transitioned positions from the SFA to the FSMC constitutes an allowable expense to the non-profit School Nutrition Program account. The invoicing of transitioned payroll costs will take place on a quarterly basis to coincide with the SFA's filing of their quarterly School Nutrition Program financial report (FC1-A). A copy of the invoice is to be retained by the SFA for contract management and accounting purposes; a copy of the invoice is to be submitted to the NCDPI School Nutrition Section prior to payment.

6. SFA shall have final approval regarding the hiring of a full-time, on-site School Nutrition Director who shall be deemed the highest ranking FSMC employee assigned to SFA's School Nutrition Program; this position shall be designated as the SFA's "School Nutrition Director" who will oversee the School Nutrition Program operation, with the exception of staff performing non-delegable duties and the Contract Manager. The Director shall meet the minimum hiring standards prescribed by the USDA for SFAs with 4500 students. The Director must have completed at least eight (8) hours of food safety training within five (5) years prior to the start date or complete eight (8) hours of food safety training within thirty (30) calendar days of their start date. Salary, benefits and tax allocations for the School Nutrition Director must be provided in the RFP/Contract as part of the firm, fixed-price per meal equivalent. SFA shall furnish an office for the School Nutrition Director and for staff who perform non-delegable duties as well as the Contract Manager. SFA shall provide standard office equipment required to support the efficient and effective operation of the School Nutrition Program(s) for these positions. FSMC shall provide standard office equipment for other FSMC staff housed within the LEA.

7. FSMC shall comply with all wage and hours of employment requirements of Federal and State laws. Supervision activities include employee and labor relations, personnel development, and hiring, disciplinary action and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.

8. Employees hired by the FSMC to replace SFA employees who leave employment or are reassigned to non-School Nutrition Program duties, are subject to such salary and benefits as the FSMC provides. The SFA shall employ sufficient staff to complete all non-delegable duties and manage the FSMC Contract as an expense for the SFA's Nonprofit School Nutrition Program budget.

9. All FSMC personnel will be subject to policies and procedures of the local BOE which are available at [<https://www.asheboro.k12.nc.us/BoardPolicies.aspx>].

10. FSMC shall provide Workers' Compensation coverage for its employees, as required by North Carolina law. Wages, expenses, and insurance payments for FSMC employees may not be billed to the SFA.

11. FSMC shall maintain its own personnel and benefits policies for its employees, subject to review by SFA.

12. FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked as part of the RFP. Specific locations and assignments for FSMC will be provided to the SFA two (2) full calendar weeks prior to the commencement of operation, along with assurance that all FSMC employees have undergone required screenings as described in Items 15, 16 and 17 herein.

13. Both the SFA and FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable Federal, State and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.

14. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA. Staffing patterns shall be mutually agreed upon.

15. FSMC must conduct, at its own expense, criminal background checks on any employee of the FSMC who will work at any SFA site. Background checks must extend back at least ten (10) years. If the individuals have lived outside North Carolina during the last ten (10) years, the criminal record checks shall extend beyond NC to include each county/State in which the person has lived in for the past ten (10) years. All criminal record checks must be provided to the SFA upon request. The background checks must also include an annual check of the sex offender registries listed in Attachment T.

16. FSMC acknowledges that NC General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of sixteen (16) years at the time of the offense. The FSMC shall conduct criminal background checks on each of its employees who, pursuant to the Contract, engage in any services on SFA property or at SFA events. The FSMC shall provide documentation that criminal background checks were conducted in accordance with Paragraph V(I)(15) on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a

threat to the physical safety of students, school personnel or others, or demonstrated that he or she does not have the integrity nor honesty to fulfill the duties of the position. If the FSMC intends to hire a candidate with a criminal record, other than a minor traffic violation, it must notify the Contract manager and the Executive Director of Human Resources, in writing, prior to making such an assignment and provide the basis for hiring the candidate. In addition to the criminal history check, FSMC shall conduct an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. FSMC shall not assign any employee or agency to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence or drugs; or (4) said worker has engaged in any crime or conduct indicating that he/she may pose a threat to the safety or well-being of students or school personnel. FSMC shall submit an annual certification that such sex offender checks have been completed. SFA reserves the right to prohibit any individual employee of the FSMC from providing services on SFA property or at SFA events if SFA determines, in its sole discretion, that such employee poses a threat to the safety of well-being of students, school personnel or others.

17. FSMC shall require all of its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA's Human Resources Department upon request. The cost of such examinations shall be incurred by the FSMC. FSMC will test its employees for drugs and alcohol. FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances in violation of the LEA's Drug-Free Workplace policy or any employee that has been convicted of, pled guilty or no contest to or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude or violent behavior of any kind.

18. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the health, safety or well-being of the students, provided such request is not in violation of any Federal, State or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the School Nutrition staff to avoid disruption of service.

19. All SFA and FSMC personnel assigned to the School Nutrition Program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas. All SFA and FSMC personnel shall also be instructed in emergency evacuation and "shelter-in-place" requirements of the LEA.

20. SFA may request, in writing, the removal of an employee of the FSMC who conducts himself/herself in a manner that appears detrimental to the physical, mental or moral well-being students or school personnel. FSMC shall immediately restructure staff in order to avoid a disruption of services. SFA shall not be liable for the personnel actions of the FSMC.

21. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

22. Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

23. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. FSMC shall ensure all School Nutrition Program employees adhere to the professional standards and continuing education training requirements as required by Federal regulations, codified at 7 CFR § 210.30, throughout the initial term and all renewals of this Contract. SFAs that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program Directors, Managers, and full-time, part-time and temporary staff, as defined in 7 CFR § 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract. FSMC shall compensate employees for time spent in required in-service workshops, professional development workshops and/or monthly meetings. A minimum of ten (10) hours of professional development must be provided and documented for all School Nutrition employees on a yearly basis.

24. FSMC shall comply with provisions of the Fair Labor Standards Act; provisions of the Occupational Safety and Health Act and the standards and regulations issued thereafter. FSMC shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours and conditions of employment. FSMC shall employ a temporary substitute School Nutrition Program employee when an employee is absent to manage the flow of work and prevention violations of existing labor laws.

25. FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor Regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard work week of forth (40) hours. Work in excess of the standard work day or standard work week is permissible provided the worker is compensated at a rate not less than 1 ½ times the base rate of pay for all hours worked in excess of forth (40) hours in any work week.

26. FSMC shall be responsible for providing affordable health care coverage to all of its full-time employees providing services to the SFA. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department

regulations. In addition, the FSMC shall comply with all provisions of any other applicable Federal, State or local law or regulation with respect to its personnel providing services hereunder.

27. FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60. Neither the SFA nor the FSMC shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees assigned to duly work in the SFA's School Nutrition Programs. FSMC affirms it is an equal opportunity and affirmative action employer and shall comply with all applicable Federal, State and local laws.

### **K. Records and Reporting**

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating Statements in a format approved by the SFA no later than the [3rd] day following the month in which services were rendered. Participation records, including the number of meals served by program and by eligibility category, shall be submitted no later than the [3rd] day following the month in which services were rendered. SFA shall perform edit checks on student participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

2. FSMC must maintain revenue records broken down by source, type and category of all meal service (including but not limited to *a la carte* sales, reduced-price and full price meals, snacks and vending machine sales, catered events and other revenue programs) as required by the NSLP, SBP, ASSP and SFSP. All records maintained to credit and/or report the value of USDA Foods and processed end products received from, or on behalf of the SFA, for use in the SFA's School Nutrition Program must be properly maintained; further documentation the FSMC has accurately and regularly credited the SFA for the value of all USDA Foods received in the fiscal year and the value of USDA Foods contained in processed end products must be maintained.

3. FSMC shall report financial performance, participation rates (by meal category), and meals per labor hour to the SFA on a monthly basis and shall submit quarterly written reports to the Board of Education indicating FSMC's progress towards the BOE's goals for the School Nutrition Program.

4. FSMC shall provide a monthly report, by school, showing the ending inventory of purchased food, supplies and USDA Foods. FSMC shall provide SFA with year-end inventories of purchased food, supplies and USDA Foods.

5. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit and to determine the FSMC's guaranty.

6. SFA shall ensure all revenues from the sale of nonprogram foods accrues to the nonprofit School Nutrition Program account and that revenues available to support the production of reimbursable school meals do not subsidize the sale of nonprogram foods. FSMC shall annually provide to SFA information on food costs and revenues; such information must include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Nonprogram foods may include but are not necessarily limited to: *a la carte* items, catered foods, vending machine foods, and student stores operated, and any other sales generated through the nonprofit School Nutrition Program account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from nonprogram foods found at 7 CFR § 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of nonprogram foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR § 210.14(f), as provided in SP 20-2016, *Nonprofit School Nutrition Account Nonprogram Food Revenue Requirements* (Dec. 23, 2015).

7. FSMC shall make its records, books, electronic and written records and other artifacts pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three (3) years after the final claim for reimbursement for the fiscal year to which they pertain. Records will be retained for a longer period if any audit or Administrative Review has not been resolved. If audit or Administrative Review findings regarding FSMC's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

8. FSMC shall not remove Federally required records from SFA premises upon the expiration or termination of this Contract.

9. Authorized representatives of SFA, NCDPI, NCDA&CS, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site audits and/or Administrative or other reviews of the School Nutrition Program.

10. SFA shall monitor the School Nutrition operation to ensure conformance with the SFA's Agreement with the NCDPI/SBE and the NCDA&CS. SFA shall also monitor the FSMC's compliance through periodic on-site reviews and shall complete written reports detailing the findings of each review and any required corrective actions. SFA shall submit quarterly reports to the NCDPI describing the performance of the FSMC in the prior quarter and shall submit an annual report assessing the performance of the FSMC in the prior year. The report will be due annually to the NCDPI on the first day of April each year.

## **L. Financial Terms**

1. All income accruing as a result of payments by children and adults, Federal and State reimbursements, local payments and all other income from sources such as donations, special functions,

catering, à la carte sales, vending, concessions, contract meals, grants and loans shall be credited to the nonprofit School Nutrition account and used on a daily basis to support the operation and/or improvement of the School Nutrition Program and for no other program or purpose. Any profit or guaranteed return shall remain in the SFA’s nonprofit School Nutrition account.

2. All facilities, equipment and services to be provided by SFA shall be provided and maintained at the SFA’s expense. (Note: Refer Exhibit K: Designation of Program Responsibilities and Expenses to designate whether SFA or FSMC will assume specific responsibilities.)

3. SFA shall determine the computation of meal equivalency. The meal equivalency shall remain fixed for the term of the Contract and for all subsequent renewals or other modifications.

**Computation of Meal Equivalents**

| Meal Type                       | Estimated Meal Counts                   | Meal Equivalents |
|---------------------------------|---|------------------|
| Reimbursable Student Lunches    | (539,500)                               | 539,500          |
| Paid Adult Lunches              | (N/A – a la carte sales to adults)      |                  |
| Reimbursable Student Breakfasts | (418,500 divided by 2)                  | 209,250          |
| Paid Adult Breakfasts           | (N/A – a la carte sales to adults)      |                  |
| After School Snacks             | (38,500 divided by 4)                   | 9,625            |
| <i>A la Carte Sales</i>         | (\$180,000 divided by \$3.75)           | 48,000           |
| Total Meal Equivalents          | (Total Projected based on computations) | 806,375          |

4. Payment to the FSMC will be made on the basis of a **Firm, Fixed-price per Meal Equivalent plus, a Management Fee per Meal Equivalent**. FSMC shall guarantee a Fixed, Firm-Price per Meal Equivalent plus a Management Fee per Meal Equivalent to the SFA. Both fees shall constitute the **Maximum Allowable Cost of the Contract**. **No other expenses will be paid to or reimbursed to the FSMC from the LEA’s Nonprofit School Nutrition account, except the quarterly adjustment for transition of positions from the SFA to the FSMC should such transition occur.**

5. All program expenses not otherwise defined in the Contract will be assumed to be covered by the FSMC under the Management Fee per Meal Equivalent.

6. The following must be included in the Management Fee and may not be charged directly to the SFA in any other manner:

- a. Personnel and Labor Relations Services and Visitation
- b. Legal Department Services
- c. Purchasing and Quality Control
- d. Technical Research
- e. Cost Incurred in Hiring and Relocating FSMC Management Personnel
- f. Dietetic Services (Administrative and Nutritional)
- g. Test Kitchens



- h. Accounting and Accounting Procedures
- i. Tax Administration
- j. Technical Supervision
- k. Supervisory Personnel and Regular Inspections or Audit Personnel
- l. Teaching and Training Programs
- m. General Regional Support
- n. General National Headquarters Support
- o. Design Services
- p. Menu Development
- q. Uniforms for all School Nutrition Staff (if a specific Uniform is required by the FSMC)
- r. Information Technology and Support
- s. Payroll Documentation and Administrative Cost
- t. Sanitation
- u. Personnel Advice
- v. Travel and per diem pertaining to the Contract
- w. Any and all travel for FSMC staff

7. FSMC shall promptly repay SFA the full amount of any fiscal action against the SFA as a result of an audit, Administrative Review or for any other reason including but not limited to the amount of the denied reimbursement (food loss, over-claim, disallowed costs or other fiscal actions or questioned cost attributable to FSMC's action hereunder). Such repayment shall be subtracted from the funds due to the FSMC. In the event the reimbursement is denied after the termination of the Contract, the FSMC shall refund the amount of the denied reimbursement to the SFA's nonprofit School Nutrition account. The FSMC shall not be responsible for an over-claim as a result of the SFA's determining official's incorrect classification of a household application for meal benefits.

8. FSMC shall maintain all records as required by the SFA to support the SFA's claim for reimbursement and the monthly invoice based on the agreed-upon firm, fixed-price and management fee per meal equivalent.

9. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with section G, USDA Foods, of the Standard Terms and Conditions herein above.

10. FSMC may petition the SFA for an increase in the fixed-price per meal equivalent and/or the Management Fee per meal equivalent annually at the time of the Contract renewal should the decision to renew be mutually agreeable to both parties. The amount of the increase requested by the FSMC shall reflect the costs of goods and services over time as reflected in the Consumer Price Index (as referenced in Item 11, below). The increase may also reflect the FSMC's actual additional costs associated with the transition of SFA positions to FSMC positions for the prior year. All personnel transition costs shall be documented as described in Section J. Employees, paragraph 5.

11. Upon consideration of documentation to substantiate FSMC's actual personnel costs over the prior year, as a result of transitioning positions from the SFA to the FSMC, the FSMC may propose an increase in the fixed-price per meal and fixed management fee per meal to reflect increased personnel costs as a direct result of position transition. Such a proposed increase shall be reflected in the annual Maximum Allowable Cost of the Contract should the Contract be renewed in subsequent years based upon the mutual agreement of both parties. At the time of each renewal, and no later than April 1 annually, FSMC shall propose a modified fixed-price per meal equivalent and fixed-price per for management services (based upon meal equivalency) to cover FSMC costs for transitioned personnel/positions. FSMC's proposed fixed-price shall be documented by including the names of all transitioned personnel/position, their job titles, general duties, respective duty stations, hours of employment, effective start date and all payroll costs incurred by the FSMC for each position and any other data required to substantiate the proposed fixed-price proposal for the coming year. All documentation must be approved by the SFA prior to submitting the fixed-price structure for the Contract renewal. The proposed adjusted fixed-prices structure and the documentation to support the adjusted fixed-prices shall be approved by the NCDPI prior to execution of any Contract Amendment.

12. FSMC may also petition the SFA for an increase in the fixed-price per meal equivalent and the fixed price for management services (based upon meal equivalency) to reflect the costs in the marketplace. Such petition may not exceed the index to which the Federal reimbursement rates are tied which is the *Food Away from Home Series of the Consumer Price Index or CPI*. The Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (South-Size D - all nonmetropolitan areas) shall be the basis of the increase. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. This proposed increase shall be based on the previously agreed-upon fixed-prices (per meal and management fee) from the base solicitation and initial Contract and any subsequent amended Contracts. The increase based on the CPI shall not be applied to the FSMC's costs for transitioning positions from the SFA to the FSMC. Price increases shall be managed in the following order:

- (1) Consideration of the fixed-price per meal equivalent and fixed-price for management services which is based on meal equivalency in the original FSMC proposal and initial Contract or previous Contract amendment if request is considered for Contract renewals/amendments in the second, third, fourth or fifth years of the Agreement.
- (2) Application of the approved CPI percentage to the prior year fixed-price per meal and fixed-price for management services (based on documentation provided by the FSMC and written approval of the SFA and final approval by the NCDPI).
- (3) Application of the FSMC's costs (as approved by the SFA) for transitioning positions from the SFA to the FSMC based on FSMC's documented costs in the prior year.

- (4) Conversion of the FSMC's prior year costs of transitioning SFA positions to FSMC positions into an annual fixed-price per meal equivalent and fixed-price for management services (based on meal equivalency).

13. Before price increases may be considered, the FSMC must document, through cost or price analysis, the need for such a price increase. The SFA must forward all documentation, including the FSMC's justification for a proposed price increase, to the NCDPI for prior review and approval prior to April 1 of each year. No price increase may be implemented under this Contract under any circumstances without prior written approval of the NCDPI. Any price increase without prior written approval of the NCDPI shall be grounds for denial by the NCDPI of the use of Federal School Nutrition funds to support the cost of the Contract.

14. For the purpose of payment to the FSMC, actual meal counts of meals served to students shall be used; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.

15. For purposes of payment to the FSMC as compensation for FSMC for personnel costs as the SFA transitions positions to the FSMC, FSMC may submit an invoice for on a quarterly basis which includes the names of all transitioned personnel/position, their job titles, general duties, respective duty stations, hours of employment, effective start date and all payroll costs incurred by the FSMC.

16. Payment Terms/Method: FSMC shall invoice SFA within fifteen (15) days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

17. SFA shall make payment within fifteen (15) days upon receipt of invoice; however, no interest or finance charges or penalties that may accrue under this Contract may be paid from SFA's nonprofit School Nutrition Program account.

18. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, State and local income tax, payroll and withholding taxes for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.

19. FSMC guarantees revenues in excess of all expenditures to the SFA in the amount stated in this Contract. Revenues in excess of expenditures shall be determined by the annual independent audit conducted by the audit firm contracted by the SFA. Revenues in excess of expenditures shall be based on all revenues and expenses set forth in the School Nutrition Program Budget as reflected in Exhibit D and any other necessary revenues or expenses generated or incurred in the operation of the SFA's nonprofit School Nutrition Program. In the event of an overall net loss in the program, the FSMC will be responsible for reimbursing the SFA in the amount of the loss plus any guaranty offered by the FSMC. In the event the actual revenues in excess of expenditures is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within 30 days of the determination by the SFA of the amount of the shortfall. FSMC shall within thirty (30) days, pay SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC

Guaranty,” which is attached to this Contract as “Exhibit A” and fully incorporated herein. In the event FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract year.

20. All information related to the SFA’s nonprofit School Nutrition Program budget, revenues and expenses included in this RFP/Contract is provided for FSMC’s planning purposes. The SFA budget revenues and expenses are subject to change for future years based on market and student participation conditions.

21. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by NCDPI.

22. SFA and FSMC agree this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR § 200.323(d).

### **M. Trade Secrets and Proprietary Information**

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, School Nutrition Program surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations and known as “Trade Secrets”. SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All Trade Secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees all software associated with the operation of the School Nutrition Program(s), including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All SFA's obligations under this section are subject to SFA’s obligations under the North Carolina Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which NCDPI and USDA shall have unrestricted rights.

3. During the term of this Contract, FSMC may have access to SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by Federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA confidential information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA confidential information available in any form to any third party or use confidential information for any purpose other than the performance of FSMC’s obligations under this Contract. FSMC will use all necessary and reasonable security measures to protect SFA’s confidential information from unauthorized access, use or disclosure and ensure SFA’s confidential information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA’s confidential information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA’s confidential information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

#### **N. Optional Requirements to Be Included**

No optional requirements are requested by the SFA for improvements in or financing of commercial equipment, technology applications or devices or technology services, or other products or services.

#### **O. Certifications**

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided : a) by the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency or by the State of North Carolina; or c) submitting the NCDPI Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Attachment R and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Attachment S and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Attachment S and fully incorporated herein; and (v) all applicable Health Certifications as required in Section III, Standard Terms and Conditions, Item I. Health Certifications/Food Safety/HACCP. Where certifications are required for assurances in Section III, Standard Terms and Conditions, Item S., Schedule of Applicable Laws, FSMC shall provide written certification prior to execution of the final Contract.

## **P. Insurance**

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of North Carolina. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. FSMC shall maintain the following:
  - a. Comprehensive General Liability—including coverage for:
    - 1) Premises—Operations
    - 2) Products—Completed Operations
    - 3) Contractual Insurance
    - 4) Broad Form Property Damage
    - 5) Independent Contractors
    - 6) Personal Injury\$ 1,000,000 Combined Single Limit.
  - b. Automobile Liability coverage with a \$ 1,000,000 Combined Single Limit.
  - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 1,000,000.
  - d. Excess Umbrella Liability with a combined single limit of \$ 1,000,000.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies of the FSMC; documentation of such shall be provided to SFA at time of Contract execution.
4. The certificate of insurance shall provide for notice to SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

## **Q. Additional Conditions**

1. All aspects of the relationship between the BOE, the LEA, the SFA and the FSMC shall be governed by a Standard of Conduct that covers any and all Conflicts of Interest. The Standard of Conduct applies to all within the BOE, the LEA, the SFA and FSMC. The Standard of Conduct is as follows is prescribed in 2 CFR § 200.318 (c)(1).

*All parties (LEA, local Board of Education, SFA, FSMC and any subcontractor or affiliate) are prohibited from real, or apparent, conflicts of interest governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real, or apparent, conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.*

*However, standards may be set for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of parties. [2 CFR § 200.318(c)(1)] If a party to the contract has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the party must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the party is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.)] This includes receiving gifts or other items outside of the scope of the solicitation such as football signs, vacations, and kitchen equipment. Such things create a conflict of interest and should not be accepted. If an offeror provides these types of items, the offeror would be considered overly responsive and should be disqualified to be awarded the Contract.*

2. Governing Law. This Contract is governed by and shall be construed in accordance with North Carolina and Federal law.

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

4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A – K and FSMC’s proposal documents shown in Attachments A - W (collectively the “Contract Documents”), constitutes the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract and (ii) FSMC proposal documents and (iii) any future Contract amendment. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by NCDPI.

5. Oral Interpretations: No oral interpretations of the RFP/Contract requirements shall be binding on the SFA. All changes in the RFP/Contract requirements shall be in writing and shall be issued in the form of an addendum to the RFP not less than ten (10) calendar days prior to proposal opening.

6. FSMC Certification: By entering a response to this RFP/Contract, FSMC certifies the corporation, firm or person is submitting a proposal/bid for the same materials, supplies, equipment or services as specified in the RFP. The FSMC certifies that the proposal is in all respects fair and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

7. Conflicts of Interest: Conflicts of interest, gratuities and kickbacks, personal incentives or other inducements are strictly prohibited. Any employee or any official of the LEA or BOE or SFA, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or

corporation, offering, bidding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony and upon conviction, such person or persons shall be subject to punishment of a fine in accordance with State and/or Federal laws.

8. Student Information: FSMC agrees that all student records obtained in the course of providing services to SFA under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations and SFA policies. FSMC shall ensure that all student records in its possession are kept in a secure location to prevent access by unauthorized individuals. Personally-identifiable student information shall only be accessible to employees of the FSMC to the extent necessary to furnish the services described in this Contract. FSMC shall ensure that no employee is afforded access to confidential student records or information pursuant to this Contract without first being instructed regarding his or her confidentiality and non-disclosure obligations. FSMC shall not forward to any person other than a parent or LEA employee any student record, including, but not limited to, any student's identity, without the written consent of the parent and SFA. Upon termination of this Contract, FSMC shall turn over to SFA all student records still in the FSMC's possession. The failure to adhere to the confidentiality and non-disclosure requirements specified herein shall be deemed a material breach of this Contract.

9. Accrual to FSMC: Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.

10. Indemnity. FSMC shall indemnify and hold SFA harmless from and against any and all losses, liabilities, claims lawsuits, judgements and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) which may arise out of or be caused by any negligent act or omission or intentional wrongdoing of FSMC or its agents, employees, invitees or contractors, or which may arise out of or be caused by the maintenance, presence, use, installation or removal of any equipment or other property owned or operated by FSMC or its agents, employees or contractors. FSMC hereby assumes the risk of the inability to operate as a result of any power failure or other equipment or product failure for any reason whatsoever and agrees to indemnify and hold SFA harmless from all damages and costs of defending any claim or suit for damages of any kind including business interruption (and attorneys' fees) asserted against SFA by reason of such failure. SFA will not be responsible for any damage to FSMC's property, business, or agents or employees resulting from any electrical power failure, fire, lightning, windstorm, or act of God, or any other damage or loss not caused by the gross negligence or intentional wrongdoing of SFA or its employees. SFA's liability to FSMC in the event of any loss or damage to FSMC's property or caused by the negligence of SFA or their employees, shall be limited to the cost of repairing or replacing such property, plus any reasonable and necessary costs of removing and installing such property. SFA shall not, in any event, be liable in damages for FSMC's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and FSMC, and anyone claiming by or through it, expressly waives all claims for such damages. This clause shall survive termination of this Contract. The



parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.

12. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

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

To SFA:           Attn: Sandra Spivey  
                      Asheboro City Schools  
                      PO Box 1103  
                      Asheboro, NC 27204

To FSMC:

Copy to:

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

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

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

16. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety

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

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

18. Applicable Policies. FSMC acknowledges that the Asheboro City Schools BOE has adopted policies governing conduct on LEA/SFA property and agrees to abide by any and all relevant LEA policies while on LEA property. The FSMC acknowledges that it has received copies of and will abide by the following Asheboro City Schools BOE policies. <https://www.asheboro.k12.nc.us/BoardPolicies.aspx>

19. Unannounced reviews. Authorized representatives of the LEA, SFA, BOE, NCDPI, NCDA&CS and USDA shall have the right to conduct unannounced, on-site administrative and other reviews of the School Nutrition Program, including the inspection of all records and supporting documentation associated with the Contract.

20. NCDPI review. This Contract is not effective until it is approved, in writing, by NCDPI.

21. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under this Agreement.

22. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its suits and forum shall be North Carolina, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

## **R. Term and Termination**

1. If, at any time, SFA shall make a reasonable decision that adequate funding from Federal, State or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving ten (10) days' written notice to FSMC. SFA may, at its sole discretion, make arrangements to obtain sufficient substitute performance arrangements as the SFA deems necessary and desirable. In the event of a change in the funding from Federal and/or State sources, the SFA reserves the right to cancel the contract in total or modify the terms and conditions as necessary.

2. Upon the occurrence of any of the following events, SFA may terminate the Agreement by giving written notice thereof to FSMC and specifying the effective date thereof:

- (i) Non-performance by FSMC on any term covenant of this agreement, after being provided written notice thereof, and failure to cure such non-performance within a reasonable time thereafter, but in no event greater than thirty (30) days; or

- (ii) Any act of insolvency by FSMC, or the filing by or against FMSC of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief or relating to, debtors, or the appointment of any receiver or trustee to take possession of the property of FSMC; or
- (iii) The subjection of any of FSMC's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency; or
- (iv) FSMC's purported unauthorized transfer or assignment of the Agreement or any rights or obligations under this Agreement; or
- (v) FSMC or any agent or employee of FSMC's act of omission, in the course of performance hereunder that endangers or threatens the health, safety or well-being of others; or
- (vi) FSMC or any agent or employee of FSMC's commission of an act of fraud, defalcation, or dishonesty or any act, omission of series of acts or omissions which singly or together constitute an unfair or deceptive trade practice; or
- (vii) Any discovery that any material representation by FSMC is materially misleading of inaccurate; or
- (viii) FSMC ceases to do business as a going concern.

3. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving thirty (30) days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA or comply with Federal and State regulations and any other areas deemed pertinent to the SFA, the SFA may terminate this Contract immediately.

4. In the event either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists. In the event of a Force Majeure, which interferes with the operation of the SFA's School Nutrition Program, upon request, the FSMC will take all reasonable steps to continue to provide service in accordance with the terms and conditions of the Contract in a manner that is satisfactory to the SFA. In the event the FSMC is not able to perform, the SFAM may, at their option, terminate this Contract and assume control of the facilities, equipment, food, supplies, expendables, etc. necessary for the continued operation of the SFA's School Nutrition Program.

5. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies.

6. In the event of FSMC default, the FSMC shall pay the SFA the amount of any performance or surety bond.

7. SFA agrees that if, upon being advised in writing by the FSMC that the management company's services are not returning a fair and equitable profit, the SFA and management fail to effectuate new financial arrangements within thirty (30) days which rectify the problem, this Agreement may thereupon be terminated by the SFA by giving sixty (60) days' written notice to the SFA.

8. Upon termination or expiration of the Agreement, the FSMC shall, as soon thereafter as feasible, vacate all parts of the premise occupied by the FSMC and return the premises to the SFA, together with all the equipment and supplies furnished by the SFA, pursuant to this Contract, in the same condition as when originally made available to the FSMC, excepting reasonable wear and tear and fire and other casualty loss. In the event of expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to a self-operated School Nutrition Program and with NCDPI to ensure a smooth and timely transition to the replacement FSMC or SFA.

9. If SFA shall fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than excused performance reasons stated herein, FSMC shall give written notice of such failure. If within thirty (30) days from such notice the failures have not been cured, FSMC may terminate the Agreement by giving an additional thirty (30) days' written notice.

10. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

11. In no event shall SFA be liable under this Agreement or in connection with any other claim whether in contract, tort or otherwise arising out of or relating to this Agreement in excess of amounts due under the Agreement. In no event shall SFA be liable for any incidental, consequential or other damages of any kind, including any lost profits, lost savings, lost opportunities, lost data or any other special indirect, exemplary damages.

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

## **S. Schedule of Applicable Laws**

1. FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are

contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

2. FSMC shall comply with the Clean Air Act (42 U.S.C. 7401 – 7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387) [2 CFR 200.213 and Appendix 2(G) for contracts in excess of \$150,000.

3. FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the “Act”), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

4. FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

5. FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

6. FSMC agrees to comply with requirements for rights to inventions made under the Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. FSMC shall comply with the *Buy American* provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.

8. FSMC has signed the Anti-Collusion Affidavit, Attachment Q, which is attached herein and is incorporated by reference and made a part of this Contract.

9. FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

10. FSMC shall comply with the Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid/submit a proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. FSMC shall comply with the Lobbying Certification, Attachment S, which is attached herein and is incorporated and made a part

of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Attachment S herein, or will complete and submit as required in accordance with its instructions included in Attachment S.

11. SFA shall comply with Debarment and Suspension requirements as stated in Executive Orders 12549 and 12689) [2 CFR 200.13 and Appendix II to 2 CFR 200 (H) and shall not award a Contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549.

12. FSMC and SFA shall comply with the David Bacon Act for any Construction contract in excess of \$2,000 entered into in conjunction with this Contract.

13. If SFA allows FSMC to subcontract, FSMC agrees to take affirmative action steps for small and minority businesses, women's business enterprises, and labor surplus area firms will be used when possible in accordance with 2 CFR 200.321.

14. FSMC and SFA agree to comply with procurement of recovered materials as described in 2 CFR 200.322.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

#### IV. CONTRACT/AGREEMENT AUTHORIZATION

Offeror certifies that the FSMC shall operate in accordance with all applicable Federal and State relations and local policies. Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein. This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods; any contract amendment shall receive prior written approval from the NCDPI prior to execution.

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

ATTEST:

SCHOOL FOOD AUTHORITY:

\_\_\_\_\_  
Name of SFA

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

\_\_\_\_\_  
Name of FSMC

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

This Agreement has been approved as required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature of Chief Financial Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## V. SFA EXHIBITS

The following information is provided by the SFA to the FSMC to assist the FSMC in preparing the proposal; these items are part of the RFP/Contract:

|           |   |
|-----------|---|
| Exhibit A | Specific, measurable goals established by the BOE, LEA and/or SFA   |
| Exhibit B | Schedule of School Nutrition Locations/Sites and Services Provided  |
| Exhibit C | Menu Cycles <ul style="list-style-type: none"><li>• National School Lunch Program</li><li>• School Breakfast Program</li><li>• <i>A la Carte</i> Program</li><li>• After School Snack Program</li><li>• Seamless Summer Nutrition Program or Summer Nutrition Program</li></ul> |
| Exhibit D | School Nutrition Program Budget   |
| Exhibit E | List of schools and a description of each, including Average Daily Membership, (ADM), Average Daily Participation (ADP). student eligibility by category and current meal prices  |
| Exhibit F | School Calendar, including meal service days, teacher workdays, required professional development   |
| Exhibit G | SFA Employees including aggregate salaries inclusive of benefits  |
| Exhibit H | FSMC Employees (will not apply in a first-year solicitation)  |
| Exhibit I | Copies of Reimbursement Claims for Current and Prior School Years   |
| Exhibit J | Minimum Food Specifications   |
| Exhibit K | Designation of Program Responsibilities and Expenses  |
| Exhibit L | Written Responses to Questions from potential Contractors   |



## **Exhibit A**

### **Specific, measurable goals established by the BOE, LEA and/or SFA**

The leadership of Asheboro City Schools has established the following goals for its School Nutrition Program:

The FSMC Shall:

1. Increase lunch participation by at least 5% through new menu items, innovative meal service options, student involvement and other meaningful strategies. (Current lunch participation rate is 60%.)
2. Grow the Summer Food Service Program through increased community partnerships to at least three (3) new partnering agencies in coordination with learning opportunities for students. Expand community partnerships beyond those currently established which include three community agencies: YMCA, Dream Center and the Boys and Girls Club.
3. Continue to Improve the nutritional value and student appeal for all meals served by increasing input from students, parents, staff and other stakeholders in menu planning and taste-testing with various student groups.
4. Increase nutrition education for all students through afterschool cooking clubs, cooking and tasting events, Chef competitions, etc. The district currently holds the Elementary Future Chef Annual Competition and assists with Elementary Cooking Club afterschool.

## Exhibit B

### Schedule of School Nutrition Locations/Sites and Services Provided

| Location/Site                      | Universal<br>Breakfast<br>in<br>Cafeteria | Grab and Go<br>Breakfast<br>(Reimbursable) | Universal<br>Breakfast In<br>the Classroom | Second<br>Chance<br>Breakfast | National<br>School<br>Lunch<br>Program | A la Carte | After<br>School<br>Snack<br>Program |
|------------------------------------|---|--|--|-------------------------------|--|------------|-------------------------------------|
| Asheboro High School               | X   |  |  | X                             | X                                      | X          | X                                   |
| South Asheboro Middle              | X   | X  |  |                               | X                                      | X          | X                                   |
| North Asheboro Middle              | X   | X  |  |                               | X                                      | X          | X                                   |
| Balfour Elementary                 |   |  | X  |                               | X                                      | X          | X                                   |
| Charles W McCrary Elementary       |   |  | X  |                               | X                                      | X          | X                                   |
| Donna L Loflin Elementary          |   |  | X  |                               | X                                      | X          | X                                   |
| Guy B Teachey Elementary           |   |  | X  |                               | X                                      | X          | X                                   |
| Lindley Park                       |   |  | X  |                               | X                                      | X          | X                                   |
| Early Childhood Development Center |   |  | X  |                               | X                                      | X          | X                                   |

**NOTE: Charles W. McCrary and Lindley Park Elementary School Kitchens may be under construction from June 2019 thru January 2020 for renovations. Students will continue to eat breakfast in their classrooms and lunch in the cafeteria. Food will need to be transported during this time of renovation.**

**Exhibit C**  
**PROGRAM MENU CYCLES**  
**MENU CYCLE FOR**  
**NATIONAL SCHOOL LUNCH PROGRAM**

Attach a sample 21-day cycle lunch menu prepared by the SFA.  
 This menu must be used for the first 21-day cycle of the new school year.  
 2018- 2019 School Year  
Campus Level: Elementary School

| <b>MONDAY</b>  | <b>TUESDAY</b>   | <b>WEDNESDAY</b>  | <b>THURSDAY</b>  | <b>FRIDAY</b>  |
|--|--|---|--|--|
| <b>1</b><br>Roast Chicken w/ Biscuit<br>Hot Dog<br>PB & J Sandwich<br>Baked Beans<br>Tater Tots<br>Chilled Applesauce<br>Choice of Milk                                | <b>2</b><br>Salisbury Steak w/ Roll<br>Chicken Sandwich<br>PB & J Sandwich<br>Green Beans<br>Spinach & Mozzarella Cheese<br>Mandarin Oranges<br>Choice of Milk           | <b>3</b><br>Garlic French Bread Pizza<br>Chicken Caesar Salad w/ Breadstick<br>PB & J Sandwich<br>Sweet Potato Fries<br>Mixed Vegetables<br>Blueberries<br>Choice of Milk | <b>4</b><br>Beef & Cheese Nachos<br>Cheese Quesadilla<br>PB & J Sandwich<br>Corn<br>Refried Beans<br>Peaches<br>Choice of Milk                                   | <b>5</b><br>Sweet & Sour Chicken w/ Rice<br>Baked Penne w/ Breadstick<br>PB & J Sandwich<br>Cinnamon Glazed Carrots<br>Potato Wedges<br>Cherry Crisp<br>Choice of Milk     |
| <b>8</b><br>Chicken Drumstick w/ Roll<br>Grilled Cheese w/ Tomato Soup<br>PB&J Sandwich<br>Steamed Mixed Vegetables<br>Spinach<br>Chilled Applesauce<br>Choice of Milk | <b>9</b><br>Crispy Chicken Salad w/ Breadstick<br>Cheeseburger<br>PB & J Sandwich<br>Green Beans<br>Spinach & Mozzarella<br>Mandarin Oranges<br>Choice of Milk           | <b>10</b><br>Beef Fiesta Pizza<br>Last minute Chili w/ Crackers<br>PB & J Sandwich<br>Butternut Squash<br>Peas<br>Apple Slices<br>Choice of Milk                          | <b>11</b><br>French Toast Sticks w/ Sausage Patty<br>Chef Salad w/ Crackers<br>PB & J Sandwich<br>Broccoli<br>Cinnamon Glazed Carrots<br>Pears<br>Choice of Milk | <b>12</b><br>Popcorn Chicken Bowl<br>Mini Corn Dog<br>PB & J Sandwich<br>Cauliflower w/ Cheese Sauce<br>Blueberry Crisp<br>Choice of Milk                                  |
| <br>Happy Easter  | <b>16</b><br>SPRING BREAK  | <br>SPRING BREAK   | <b>18</b><br>SPRING BREAK  | <br>SPRING BREAK  |
| <b>22</b><br>Chicken Tenders & Roll<br>Turkey & Cheese Sandwich<br>PB & J Sandwich<br>Baked Beans<br>Tater Tots<br>Applesauce<br>Choice of Milk                        | <b>23</b><br>Beefy Macaroni<br>Hot H & C Sandwich<br>PB & J Sandwich<br>Green Beans<br>Spinach w/ Mozzarella<br>Mandarin Oranges<br>Choice of Milk                       | <b>24</b><br>Cheese Pizza<br>Cheeseburger<br>PB & J Sandwich<br>Sunbelleivable<br>Mixed Vegetables<br>Pineapples<br>Choice of Milk  | <b>25</b><br>Walking Tacos<br>Chicken Sandwich<br>PB & J Sandwich<br>Black Beans<br>Steamed Corn<br>Pears<br>Choice of Milk                                      | <b>26</b><br>Pizza Sticks w/ Marinara<br>Fish Nuggets w/ Hushpuppies<br>PB & J Sandwich<br>Potato Smiles<br>Celery Sticks<br>Green Beans<br>Peach Crisps<br>Choice of Milk |
| <b>29</b><br>Chicken Poppers w/ Roll<br>Pigs in a Blanket<br>PB & J Sandwich<br>Mixed Vegetables<br>Spinach<br>Chilled Applesauce<br>Choice of Milk                    | <b>30</b><br>Dutch Waffle & Sausage Patty<br>Chicken Caesar Salad w/ Breadstick<br>PB & J Sandwich<br>Sweet Potato Fries<br>Black Beans<br>Blueberries<br>Choice of Milk | Pepperoni Pizza<br>Chicken Parmesan Sandwich<br>PB & J Sandwich<br>Broccoli Florets<br>Grape Tomatoes<br>Smile Fries<br>Pears<br>Choice of Milk                           | Orange Chicken w/ Brown Rice<br>Hamburger<br>PB & J Sandwich<br>Green Beans<br>24 K Carrots<br>Peaches<br>Choice of Milk   | Teriyaki Beef Dpr w/ Rice<br>Fish Nuggets with Roll<br>PB & J Sandwich<br>Sweet Potato Fries<br>Collards<br>Pear Crisp<br>Choice of Milk                                   |

**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: Middle School

**ASHEBORO CITY SCHOOLS**

**Week 1**

Our menus are aligned with the USDAs Healthier U.S. School Challenge.

**Week of April 1 - 5**



**A MINIMUM OF 6 SIDES OFFERED DAILY WITH LUNCH CHOICES**

Fresh Garden Salad Greens plus Fruits & Vegetables, offered in an inviting variety. Locally Grown items are offered whenever seasonally available. Low Fat or Fat Free Milk included with all meals.

**Everyday Choices**

A variety of fresh fruits and vegetables offered daily.



- MONDAY:** Salisbury Steak w/Roll
- TUESDAY:** Chicken Broccoli Alfredo w/Garlic Bread Stick
- WEDNESDAY:** Cheese Bread Sticks w/Marinara
- THURSDAY:** French Toast Sticks w/ Sausage Patties
- FRIDAY:** Spaghetti & Meat Sauce

**Everyday Choice  
PBL Sandwich**



- MONDAY:** BBQ Chicken Sandwich, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich
- WEDNESDAY:** Chicken Parmesan Sandwich, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich
- FRIDAY:** Crispy Chicken Ranch Club Sandwich, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich



- TUESDAY:** WG Sausage Pizza & WG Cheese Pizza (V)
- THURSDAY:** Beef Fiestada Pizza & WG Cheese Pizza (V)



- Tuesday:** Chef Salad with WG Crackers
- FRIDAY:** Chef Salad with WG Crackers



To file a complaint of discrimination, write U.S. Department of Agriculture, Director, Office of Adjudication and Compliance, 1400 Independence Ave, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

- MONDAY:** Potato Wedges, Steamed Collards, Baked Cinnamon Apples
- TUESDAY:** Sweet Potato Puffs, Steamed Broccoli, Chilled Peaches
- WEDNESDAY:** Fries, Green Beans, Applesauce
- THURSDAY:** Pinto Beans, Spinach w/ Mozzarella Cheese, Pineapple Tidbits
- FRIDAY:** Tater Tots, Cinnamon Glazed Carrots, Blueberries, Fresh Celery



**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: Middle School

**ASHEBORO CITY SCHOOLS**

**Week 2**

Our menus are aligned with the USDAs Healthier U.S. School Challenge.

**Week of April 8 - 12**



**A MINIMUM OF 6 SIDES OFFERED DAILY WITH LUNCH CHOICES**

Fresh Garden Salad Greens plus Fruits & Vegetables, offered in an inviting variety. Locally Grown items are offered whenever seasonally available. Low Fat or Fat Free Milk included with all meals.

**Everyday Choices**

A variety of fresh fruits and vegetables offered daily.



- MONDAY:** Roasted Chicken w/ Roll
- TUESDAY:** Corn dog Nuggets
- WEDNESDAY:** Teriyaki Chicken with Rice
- THURSDAY:** Beef Lasagna w/Garlic Bread
- FRIDAY:** Penne Pasta

**Everyday Choice  
PBJ Sandwich**



- TUESDAY:** Bacon Cheese burger, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich
- THURSDAY:** Hot Turkey & Cheese, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich



- MONDAY:** WG Garlic French Bread Pizza (V) & WG Pepperoni Pizza
- WEDNESDAY:** WG Buffalo Chicken Pizza (V) & WG Cheese Pizza
- FRIDAY:** Meat Lovers Pizza, & WG Cheese Pizza



- MONDAY:** Popcorn Chicken Salad with WG Crackers
- WEDNESDAY:** Chef Salad with WG Crackers
- FRIDAY:** Chicken Caesar Salad w/ Breadstick

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- MONDAY:** Parmesan Herb Roasted Carrots, Fresh Broccoli, Chilled Peaches
- TUESDAY:** Mashed Potatoes, Green Beans, Fruit Cocktail
- WEDNESDAY:** Pinto Beans, Steamed Peas, and Chilled Pineapple Tidbits
- THURSDAY:** Steamed Spinach, Seasoned Corn, and Chilled Applesauce
- FRIDAY:** Sweet Potato Puffs, Roasted Cauliflower, and Apple Crisp



**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: Middle School

**ASHEBORO CITY SCHOOLS**

**Week 1**

Our menus are aligned with the USDAs Healthier U.S. School Challenge.

**Week of April 22 - 26**



**A MINIMUM OF 6 SIDES OFFERED DAILY WITH LUNCH CHOICES**

Fresh Garden Salad Greens plus Fruits & Vegetables, offered in an inviting variety. Locally Grown Items are offered whenever seasonally available. Low Fat or Fat Free Milk included with all meals.

**Everyday Choices**  
A variety of fresh fruits and vegetables offered daily.



**MONDAY:** Beef Taco Nachos  
**TUESDAY:** Spaghetti & Meat Sauce  
**WEDNESDAY:** Chicken Pot Pie  
**THURSDAY:** Salisbury Steak w/ Biscuit  
**FRIDAY:** French Toast Sticks

**Everyday Choice**  
FBSJ Sandwich



**TUESDAY:** Hot & Spicy Chicken Sandwich, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich  
**Thursday:** Hot Turkey Bacon & Cheese, WG Cheeseburger, WG Hamburger, WG Chicken Sandwich



**Monday:** BBQ Chicken Pizza, Cheese Pizza (V)  
**Wednesday:** Buffalo Chicken Pizza & WG Cheese Pizza (V)  
**Friday:** Cheese Pizza (V), Pepperoni Pizza



**Monday:** Chef Salad with WG Crackers  
**Wednesday:** Popcorn Chicken Salad  
**Friday:** Buffalo Chicken Salad



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**MONDAY:** Refried Beans, Seasoned Corn, Fruit Cocktail  
**TUESDAY:** Steamed Corn, Green Beans, Apple Crisp  
**WEDNESDAY:** Steamed Collard Greens, French Fries, Applesauce  
**THURSDAY:** Pinto Beans, Spinach w/ Mozzarella Cheese, Pineapple Tidbits  
**FRIDAY:** Sweet Potato Puffs, Steamed Squash, Peaches



**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: Middle School

**ASHEBORO CITY SCHOOLS**

**Week 2**

Our menus are aligned with the USDAs Healthier U.S. School Challenge.


**Week of April 29 – May 3rd**



**A MINIMUM OF 6 SIDES OFFERED DAILY WITH LUNCH CHOICES**

Fresh Garden Salad Greens plus Fruits & Vegetables, offered in an inviting variety. Locally Grown items are offered whenever seasonally available. Low Fat or Fat Free Milk included with all meals.

**Everyday Choices**  
A variety of fresh fruits and vegetables offered daily.



**Monday:** Fajita Chicken Quesadilla  
**Tuesday:** Honey Sriracha Chicken Poppers with Roll  
**Wednesday:** Teriyaki Chicken with Rice  
**Thursday:** Beef Lasagna & Garlic toast

**Everyday Choice**  
PB&J Sandwich



**Tuesday:** Bacon Cheeseburger, WG Cheeseburger, WG Hamburger, WG Chicken Patty Sandwich  
**Thursday:** Chicken Parmesan, WG Cheeseburger, WG Hamburger, WG Chicken Patty Sandwich



**Monday:** Pepperoni Pizza  
**Wednesday:** Cheese Bread Sticks



**Monday:** Popcorn Chicken Salad  
**Wednesday:** Chef Salad with WG Crackers

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- Monday:** Sweet Potato Puffs, Mixed Vegetables, Peaches  
**Tuesday:** Steamed Collard Greens, French Fries, Fruit Cocktails  
**Wednesday:** Pinto Beans, Sweet Peas, Pineapple Tidbits  
**Thursday:** Steamed Spinach, Roasted Cauliflower, Applesauce



**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: High School

APRIL 1 THROUGH 5TH

ASHEBORO HIGH SCHOOL

Additional nutrition information available upon request.

**THIS WEEK'S WORLD OF FLAVOR CELEBRATES THE CULTURE AND CUISINE OF THE MEDITERRANEAN.**



**EXTRAS**

A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.

**FAST TAKES**

**OFFERED DAILY**

Chef Salad, Chicken Caesar Wrap, Turkey and Cheese or Ham and Cheese

**IN A HURRY,  
NO WORRY!**



Fresh Baked Bread Offered Daily with Salad



**CHECK THIS OUT!**

Italian salad or wrap with turkey, turkey ham, pepperoni, tomatoes, bell peppers, black olives and mozzarella cheese.

**DELI**

**EVERYDAY SELECTIONS**

Custom Subs with a Variety of Cheeses, Fresh Baked Breads and Premium Sauces

**Toppings**

Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**OTHER DAILY OPTIONS**

Seasoned Flaked Tuna or Hummus



**TRY THIS ONE!**

Italian salad or wrap with turkey, turkey ham, pepperoni, tomatoes, bell peppers, black olives and mozzarella cheese.

**GRILL**

**EVERYDAY SELECTIONS**

Classic Cheeseburger  
Crispy Chicken Sandwich

**Toppings**

Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**Monday** Crispy Fish Sandwich

**Tuesday** Rib-B-Que

**Wednesday** Toasted Cheese

**Thursday** Chicken Tender Sandwich

**Friday** Bacon Cheeseburger

Offered with Veggie Sticks or French Fries

**PIZZA**

**EVERYDAY SELECTIONS**

Pepperoni Pizza  
Cheese Pizza

Offered with Toasted Garlic Caesar Salad

**DAILY PASTA OPTIONS**

Home-style Alfredo Mac



Fresh Baked Bread Offered Daily with Pasta



**SHAKE IT UP!**

Italian sausage pizza topped with red bell peppers and pesto ranch sauce.

This week in **GLOBAL**



**Choice of:** Tortilla Chips, 6" & 10" Tortilla, Cilantro Lime Rice or Taco Salad Bowl

**EVERYDAY SELECTIONS**

Taco Beef or Cheddar Cheese Sauce

**Monday** Carnitas served with Refried Beans or Aztec Corn

**Tuesday** Fajita Chicken served with Mexican Black Beans or Aztec Corn

**Wednesday** Carnitas served with Refried Bean or Aztec Corn

**Thursday** Fajita Chicken served with Black Beans or Aztec Corn

**Friday** Carnitas served with Refried Beans or Aztec Corn

**KICK IT UP A NOTCH**

By adding one of our World of Flavor specialty sauces.

**Pesto Ranch**

A fresh pesto basil blended with buttermilk or Greek yogurt.

**Spicy Italian**

A blend of Italian salad dressing and grated Parmesan cheese with spicy crushed red pepper and Greek yogurt.

**Creamy Sriracha**

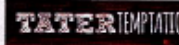
Mayonnaise infused with spicy sriracha chili sauce.

**Garlic Parmesan**

Mayonnaise blended with grated Parmesan cheese, mustard, garlic and creamy Greek yogurt.



This week in **ADVENTURE**



**CHOOSE YOUR TATER**

Broccoli and Cheese, Old-School-The-Work Southwest Taco, Turkey and Gravy, Veggie C and Cheese or Customer's Choice

**TOP IT OFF!**

Green Onion

Sour Cream

Cheddar Cheese

Bacon Crumbles

Served with a Fresh Baked Dinner Roll



**Exhibit C (continued)**  
**PROGRAM MENU CYCLES**  
**MENU CYCLE FOR**  
**NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: High School

APRIL 8TH THROUGH 12TH

ASHEBORO HIGH SCHOOL

Additional nutrition information available upon request.

**THIS WEEK'S WORLD OF FLAVOR CELEBRATES THE CULTURE AND CUISINE OF THE MEDITERRANEAN.**



**EXTRAS**

A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.

**FAST TAKES**

**IN A HURRY,  
NO WORRY!**

**OFFERED DAILY**

Chef Salad, Chicken Caesar Wrap, Turkey and Cheese or Ham and Cheese



Fresh Baked Bread Offered Daily with Salad

**CHECK THIS OUT!**



Lemon pepper chicken salad or sub on an Italian herb roll with roasted lemon pepper chicken, bruschetta topping and mozzarella cheese.

**DELI**

**EVERYDAY SELECTIONS**

Custom Subs with a Variety of Cheeses, Fresh Baked Breads and Premium Sauces

**Toppings**

Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**OTHER DAILY OPTIONS**

Seasoned Flaked Tuna or Hummus

**TRY THIS ONE!**



Lemon pepper chicken salad or sub on an Italian herb roll with roasted lemon pepper chicken, bruschetta topping and mozzarella cheese.

**GRILL**

**EVERYDAY SELECTIONS**

Classic Cheeseburger  
Crispy Chicken Sandwich

**Toppings**

Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**Monday** Taco Joe  
**Tuesday** Cordon Bleu  
**Wednesday** Pulled BBQ  
**Thursday** Ninja Burger  
**Friday** Chicken Parmesan

Offered with Veggie Sticks or French Fries

**PIZZA**

**EVERYDAY SELECTIONS**

Pepperoni Pizza  
Cheese Pizza

Offered with Toasted Garlic Caesar Salad

**DAILY PASTA OPTIONS**

Baked Penne Pasta



Fresh Baked Bread Offered Daily with Pasta

**SHAKE IT UP!**



Bruschetta pizza topped with chopped basil, diced tomatoes and creamy Italian sauce.

This week in **GLOBAL**



**Choice of:** Lo Mein Noodles, Steamed Brown Rice or Oven Fried Brown Rice

**EVERYDAY SELECTIONS**

Sweet & Sour Chicken

**Monday** Teriyaki Beef  
**Tuesday** General Tso Chicken  
**Wednesday** Spicy Orange Chicken  
**Thursday** Teriyaki BBQ  
**Friday** Creamy Sriracha Chicken

**Choice of Side:** Sesame Roasted Carrots or Roasted Broccoli

**KICK IT UP A NOTCH**

By adding one of our World of Flavor specialty sauces.



**Pesto Ranch**

A fresh pesto basil blended with buttermilk or Greek yogurt.

**Spicy Italian**

A blend of Italian salad dressing and grated Parmesan cheese with spicy crushed red pepper and Greek yogurt.

**Creamy Sriracha**

Mayonnaise infused with spicy sriracha chili sauce.

**Garlic Parmesan**

Mayonnaise blended with grated Parmesan cheese, mustard, garlic and creamy Greek yogurt.

This week in **ADVENTURE**



**EVERYDAY**

Pizza Cheese Sticks w/ Marinara

**Monday** Potato Wedges

Green Beans

Peaches

**Tuesday** Potato Wedges

Green Beans

Peaches

**Wednesday** Potato Wedges

Green Beans

Peaches

**Thursday**

**Exhibit C (continued)  
PROGRAM MENU CYCLES  
MENU CYCLE FOR  
NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: High School

ASHEBORO HIGH SCHOOL  
APRIL 22ND THROUGH 26TH

**THIS WEEK'S WORLD OF FLAVOR CELEBRATES THE CULTURE AND CUISINE OF THE MEDITERRANEAN.**



**EXTRAS**

A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.

**FAST TAKES**

**IN A HURRY,  
NO WORRY!**

**OFFERED DAILY**

Chef Salad, Chicken Caesar Wrap,  
Turkey and Cheese or Ham and Cheese



Fresh Baked  
Bread Offered Daily  
with Salad



**CHECK THIS OUT!**

Ham and cheese salad or sub on an Italian herb roll with sliced ham, sofrito relish and Parmesan frico.

**DELI**

**EVERYDAY SELECTIONS**

Custom Subs with a Variety of Cheeses,  
Fresh Baked Breads and Premium Sauces

**Toppings**  
Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**OTHER DAILY OPTIONS**

Seasoned Flaked Tuna or Hummus



**TRY THIS ONE!**

Ham and cheese salad or sub on an Italian herb roll with sliced ham, sofrito relish and Parmesan frico.

**GRILL**

**EVERYDAY SELECTIONS**

Classic Cheeseburger  
Crispy Chicken Sandwich

**Toppings**  
Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**Monday** Taco Joe  
**Tuesday** Cordon Bleu  
**Wednesday** Pulled BBQ  
**Thursday** Ninja Burger  
**Friday** Chicken Parmesan

Offered with  
Veggie Sticks or  
French Fries

**PIZZA**

**EVERYDAY SELECTIONS**

Pepperoni Pizza  
Cheese Pizza

Offered with Toasted  
Garlic Caesar Salad

**DAILY PASTA OPTIONS**

Spaghetti & Meat Sauce



Fresh Baked  
Bread Offered Daily  
with Pasta



**SHAKE IT UP!**

Spanish ham pizza topped with sliced ham, sofrito relish and garlic Parmesan sauce.

This week in  
**GLOBAL**



**Choice of:** Lo Mein Noodles, Steamed Brown Rice or Oven Fried Brown Rice

**EVERYDAY SELECTIONS**

Sweet & Sour Chicken

**Monday** Teriyaki Beef  
**Tuesday** General Tso Chicken  
**Wednesday** Spicy Orange Chicken  
**Thursday** Teriyaki BBQ  
**Friday** Creamy Sriracha Chicken

**Choice of Side:** Sesame Roasted Carrots or Roasted Broccoli

**KICK IT UP A NOTCH**

By adding one of our World of Flavor specialty sauces.



**Pesto Ranch**

A fresh pesto basil blended with buttermilk or Greek yogurt.

**Spicy Italian**

A blend of Italian salad dressing and grated Parmesan cheese with spicy crushed red pepper and Greek yogurt.

**Creamy Sriracha**

Mayonnaise infused with spicy sriracha chili sauce.

**Garlic Parmesan**

Mayonnaise blended with grated Parmesan cheese, mustard, garlic and creamy Greek yogurt.

This week in  
**ADVENTURE**



Pulled BBQ Meat

Have it on a Hamburger Roll or Tortilla Chips!

**ADD SAUCE!**

Classic BBQ, Carolina BBQ or Asian Sweet Chili

**PICK A SIDE!**

BBQ Baked Beans  
or  
Blue Ribbon Slaw

Additional nutrition information available upon request.

**Exhibit C (continued)**  
**PROGRAM MENU CYCLES**  
**MENU CYCLE FOR**  
**NATIONAL SCHOOL LUNCH PROGRAM**

Campus Level: High School

APRIL 29TH THROUGH MAY 3RD

ASHEBORO HIGH SCHOOL

Additional nutrition information available upon request.

THIS WEEK'S WORLD OF FLAVOR CELEBRATES THE CULTURE AND CUISINE OF AMERICAN REGIONAL.



**EXTRAS**

A hearty garden bar, fresh fruits and a variety of vegetables and sides are offered daily. We hope to inspire and encourage all students to make healthy choices regularly.

**FAST TAKES**

**IN A HURRY,  
NO WORRY!**

**OFFERED DAILY**

Chef Salad, Chicken Caesar Wrap,  
Turkey and Cheese or Ham and Cheese



Fresh Baked  
Bread Offered Daily  
with Salad

**CHECK THIS OUT!**



Chilly Philly salad or sub on a roasted garlic roll with sliced turkey, roasted peppers and onions and shredded mozzarella cheese.

**DELI**

**EVERYDAY SELECTIONS**

Custom Subs with a Variety of Cheeses,  
Fresh Baked Breads and Premium Sauces

**Toppings**  
Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**OTHER DAILY OPTIONS**

Seasoned Flaked Tuna or Hummus

**TRY THIS ONE!**



Chilly Philly salad or sub on a roasted garlic roll with sliced turkey, roasted peppers and onions and shredded mozzarella cheese.

**GRILL**

**EVERYDAY SELECTIONS**

Classic Cheeseburger  
Crispy Chicken Sandwich

**Toppings**  
Shredded Lettuce  
Sliced Tomatoes  
Sliced Red Onion  
Jalapeños  
Pickles

**Monday** Crispy Fish Sandwich

**Tuesday** Rib-B-Que

**Wednesday** Toasted Cheese

**Thursday** Chicken Tender Sandwich

**Friday** Bacon Cheeseburger

Offered with  
Veggie Sticks or  
French Fries

**PIZZA**

**EVERYDAY SELECTIONS**

Pepperoni Pizza  
Cheese Pizza

Offered with Toasted  
Garlic Caesar Salad

**DAILY PASTA OPTIONS**

Home-style Alfredo Mac



Fresh Baked  
Bread Offered Daily  
with Pasta

**SHAKE IT UP!**



Philly Pizza topped with roasted peppers and onions and banana pepper sauce.

This week in  
**GLOBAL**



Choice of: Tortilla Chips, 6" & 10" Tortilla, Cilantro Lime Rice or Taco Salad Bowl

**EVERYDAY SELECTIONS**

Taco Beef or Cheddar Cheese Sauce

**Monday** Carnitas served with Refried Beans or Aztec Corn

**Tuesday** Fajita Chicken served with Mexican Black Beans or Aztec Corn

**Wednesday** Carnitas served with Refried Bean or Aztec Corn

**Thursday** Fajita Chicken served with Black Beans or Aztec Corn

**Friday** Carnitas served with Refried Beans or Aztec Corn

**KICK IT UP A NOTCH**

By adding one of our World of Flavor specialty sauces.



**Buffalo Ranch**

Buttermilk ranch dressing blended with cayenne pepper sauce.

**Banana Pepper Sauce**

A spicy mixture of sliced banana peppers and cayenne pepper sauce blended with buttermilk ranch dressing.

**Creamy Sriracha**

Mayonnaise infused with spicy sriracha chili sauce.

**Garlic Parmesan**

Mayonnaise blended with grated Parmesan cheese, mustard, garlic and creamy Greek yogurt.



This week in  
**ADVENTURE**



Crispy Chicken Tenders

Served with Garlic Knots and your choice of French Fries or Carrot and Celery Sticks

Sauce Choices

**Monday** Classic BBQ, Sriracha Ranch or Maple Mustard

**Tuesday** Buffalo, Tangy Orange or Asian Sweet Chili

**Wednesday** Classic BBQ, Sriracha Ranch or Maple Mustard

**Thursday** Buffalo, Tangy Orange or Asian Sweet Chili

**Friday** Classic BBQ, Sriracha Ranch or Maple Mustard

**Exhibit C (continued)**

**Menu Cycle for  
School Breakfast Program**

Attach a sample 21-day cycle School Breakfast menu prepared by the SFA.  
This menu must be used for the first 21-day cycle of the new school year.

2018- 2019 School Year

Campus Level: Elementary School




**BREAKFAST MENU**

| MONDAY   | TUESDAY   | WEDNESDAY   | THURSDAY  | FRIDAY  |
|--|---|---|---|---|
| Assorted Nutrigrain Bars<br>Fresh Fruit<br>Juice<br>Choice of Milk             | Cinnamon Crumble Cake<br>Fresh Fruit<br>Juice<br>Choice of Milk | Chicken Biscuit<br>Assorted Craisins<br>Juice<br>Choice of Milk                         | Mini Pancakes<br>Fresh Fruit<br>Juice<br>Choice of Milk           | Banana Bread<br>Fresh Fruit<br>Juice<br>Choice of Milk    |
| Assorted Cereal<br>Graham Crackers<br>Fresh Fruit<br>Juice<br>Choice of Milk   | Sausage Biscuit<br>Fresh Fruit<br>Juice<br>Choice of Milk       | Assorted Poptarts<br>Mozzarella String Cheese<br>Fresh Fruit<br>Juice<br>Choice of Milk | <i>Pancake on Stick</i><br>Fresh Fruit<br>Juice<br>Choice of Milk | Breakfast Pizza<br>Fresh Fruit<br>Juice<br>Choice of Milk |
| Spring Break   | Spring Break  | Spring Break  | Spring Break  | Spring Break  |
| Nutrigrain Bar W/<br>Cheese Stick<br>Juice<br>Applesauce Cup<br>Choice of Milk | Coffee Cake<br>Fresh Fruit<br>Juice<br>Choice of Milk           | Chicken Biscuit<br>Craisins<br>Juice<br>Choice of Milk                                  | Mini Waffles<br>Craisins<br>Juice<br>Choice of Milk               | Cinnabar<br>Fresh Fruit<br>Juice<br>Choice of Milk        |
| Assorted Cereal<br>Applesauce Cup<br>Juice<br>Choice of Milk                   | Chicken Biscuit<br>Fresh Fruit<br>Juice<br>Choice of Milk       | Assorted Pop Tarts w/<br>Cheese Stick<br>Craisins<br>Juice<br>Choice of Milk            | French Toast Sticks<br>Fresh Fruit<br>Juice<br>Choice of Milk     | Breakfast Pizza<br>Fresh Fruit<br>Juice<br>Choice of Milk |

**Exhibit C (continued)**

**Menu Cycle for  
School Breakfast Program  
2018- 2019 School Year**

Campus Level: Middle School

| <b>MONDAY</b>  | <b>TUESDAY</b>   | <b>WEDNESDAY</b>  | <b>THURSDAY</b>   | <b>FRIDAY</b>  |
|--|--|---|---|--|
| <b>1</b>   | <b>2</b>   | <b>3</b>  | <b>4</b>  | <b>5</b>   |
| Scrambled Eggs w/ Cheese & Toast<br>Strawberry Fields Pack<br>Assorted Cereal<br>Chilled Fruit<br>Juice<br>Choice of Milk          | Mini Maple Pancakes<br>Star Struck Pack<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | Big Blue Comet Breakfast<br>Downtown Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk     | Sausage Biscuit<br>Hole in One<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk             | Breakfast Pizza<br>Pop Star Pack<br>Assorted Cereal w/ Toast<br>Oatmeal<br>Chilled Fruit<br>Juice<br>Choice of Milk    |
| <b>8</b>   | <b>9</b>   | <b>10</b>   | <b>11</b>   | <b>12</b>  |
| Assorted Crumble<br>Strawberry Fields Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk                 | French Toast Sticks<br>Star Struck Pack<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | Hash browns Onions & Peppers<br>Downtown Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk | Bacon, Eggs, Cheese Biscuit<br>Hole in One<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | Country Beef Steak<br>Pop Star Pack<br>Assorted Cereal w/ Toast<br>Oatmeal<br>Chilled Fruit<br>Juice<br>Choice of Milk |
|   | <b>16</b><br><br>SPRING BREAK  |                                    | <b>18</b><br><br>SPRING BREAK   |                                   |
| <b>22</b>  | <b>23</b>  | <b>24</b>   | <b>25</b>   | <b>26</b>  |
| Scrambled Eggs w/ Cheese & Toast<br>Strawberry Fields Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk | Mini Maple Pancakes<br>Star Struck Pack<br>Assorted PopTart<br>Chilled Fruit<br>Juice<br>Choice of Milk  | Big Blue Comet Breakfast<br>Downtown Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk     | Sausage Biscuit<br>Hole In One<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk             | Breakfast Pizza<br>Pop Star Pack<br>Assorted Cereal w/ Toast<br>Oatmeal<br>Chilled Fruit<br>Juice<br>Choice of Milk    |
| <b>29</b>  | <b>30</b>  |   |   |  |
| Assorted Crumble<br>Strawberry Fields Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk                 | French Toast Sticks<br>Star Struck Pack<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | Hash Brown Onions & Peppers<br>Downtown Pack<br>Assorted Cereal w/ Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk  | Bacon, Egg, & Cheese Biscuit<br>Hole in One<br>Assorted PopTart<br>Chilled Fruit<br>Juice<br>Choice of Milk | Country Beef Steak<br>Pop Star Pack<br>Assorted Cereal w/ Toast<br>Oatmeal<br>Chilled Fruit<br>Juice<br>Choice of Milk |

**Exhibit C (continued)**

**Menu Cycle for  
School Breakfast Program  
2018- 2019 School Year**

Campus Level: High School

| <b>MONDAY</b>   | <b>TUESDAY</b>  | <b>WEDNESDAY</b>  | <b>THURSDAY</b>   | <b>FRIDAY</b>   |
|---|---|---|---|---|
| <b>1</b><br>Chicken & Waffles<br>Sausage Biscuit<br>Parfait<br>Assorted Cereal w/ Graham Crackers<br>Nutrigrain Bar<br>Chilled Fruit<br>Juice<br>Choice of Milk               | <b>2</b><br>Chicken Biscuit<br>Smoothie<br>Apple Frudel<br>Assorted Cereal with Graham<br>Cracker<br>Banana Bread<br>Chilled Fruit<br>Juice<br>Choice of Milk               | <b>3</b><br>WG Breakfast Pizza<br>Egg & Cheese Breakfast Sandwich<br>Parfait<br>Assorted Cereal w/ Cheese Stick<br>Chilled Fruit<br>Juice<br>Choice of Milk     | <b>4</b><br>Grits, Sausage & Toast<br>Smoothie<br>Assorted Cereal w/ Cheese Stick<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk  | <b>5</b><br>Sausage Biscuit<br>Parfait<br>RS WG Assorted Cereal w/ Cheese<br>Stick<br>French Toast<br>WG Assorted Pop Tarts<br>Chilled Fruit<br>Juice<br>Choice of Milk |
| <b>8</b><br>Chicken Biscuit<br>Biscuit with Old Fashioned Sausage<br>Gravy<br>Parfait<br>Graham Crackers<br>RS WG Assorted Cereal<br>Chilled Fruit<br>Juice<br>Choice of Milk | <b>9</b><br>Egg and Cheese Breakfast Bagel<br>Sandwich<br>French Toast Sticks<br>Smoothie<br>Assorted Cereal w/ Graham crackers<br>Chilled Fruit<br>Juice<br>Choice of Milk | <b>10</b><br>WG Breakfast Pizza<br>Parfait<br>Cinnabar<br>RS WG Assorted Cereal w/ graham<br>cracker<br>WG PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | <b>11</b><br>Eggs, Grits, Toast<br>Smoothie<br>Pumpkin Bread<br>Chilled Fruit<br>Juice<br>Choice of Milk  | <b>12</b><br>Sausage Biscuit<br>Parfait<br>Donut<br>Nutrigrain bar<br>Assorted Cereal w/ Graham<br>Cracker<br>Chilled Fruit<br>Juice<br>Choice of Milk                  |
|   | <b>16</b><br>SPRING BREAK   |   | <b>18</b><br>SPRING BREAK   |   |
| <b>22</b><br>Chicken & Waffles<br>Sausage Biscuit<br>Parfait<br>Assorted Cereal w/ Graham Crackers<br>Nutrigrain Bar<br>Chilled Fruit<br>Juice<br>Choice of Milk              | <b>23</b><br>Chicken Biscuit<br>Smoothie<br>Apple Frudel<br>Assorted Cereal with Graham<br>Cracker<br>Banana Bread<br>Chilled Fruit<br>Juice<br>Choice of Milk              | <b>24</b><br>WG Breakfast Pizza<br>Egg & Cheese Breakfast Sandwich<br>Parfait<br>Assorted Cereal w/ Cheese Stick<br>Chilled Fruit<br>Juice<br>Choice of Milk    | <b>25</b><br>Grits, Sausage & Toast<br>Smoothie<br>Assorted Cereal w/ Cheese Stick<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk | <b>26</b><br>Sausage Biscuit<br>Parfait w/ Cheese Stick<br>Cereal Bar<br>French Toast<br>Chilled Fruit<br>Juice<br>Choice of Milk                                       |
| <b>29</b><br>Chicken Biscuit<br>Parfait<br>Biscuit w/ Sausage Gravy<br>Assorted Cereal w/ Graham Crackers<br>Muffin<br>Chilled Fruit<br>Apple Juice<br>Choice of Milk         | <b>30</b><br>Egg & Cheese Sandwich<br>French Toast Sticks<br>Smoothie<br>Cereal Bar<br>Assorted Cereal w/ Graham Crackers<br>Chilled Fruit<br>Juice<br>Choice of milk       | Breakfast Pizza<br>Parfait<br>RS WG Assorted Cereal w/ Cheese<br>Stick<br>Nutrigrain Bar<br>Cinnabar<br>Chilled Fruit<br>Juice<br>Choice of Milk                | Chick Biscuit<br>Eggs, Grits, Toast<br>Smoothie<br>Assorted Cereal w/ Graham Crackers<br>Pumpkin Bread<br>Chilled Fruit<br>Juice<br>Choice of Milk  | Sausage Biscuit<br>Parfait<br>Donut<br>Assorted PopTarts<br>Chilled Fruit<br>Juice<br>Choice of Milk  |

**Exhibit C (continued)**

**Menu Cycle for  
School Breakfast Program  
2018- 2019 School Year**

Campus Level: High School – Second Chance Breakfast

| <b>MONDAY</b>   | <b>TUESDAY</b>   | <b>WEDNESDAY</b>  | <b>THURSDAY</b>   | <b>FRIDAY</b>   |
|---|--|---|---|---|
| <b>1</b>  | <b>2</b>   | <b>3</b>  | <b>4</b>  | <b>5</b>  |
| Assorted PopTarts<br>Fresh Fruit<br>Juice<br>Choice of Milk                         | Banana Bread<br>Fresh Fruit<br>Juice<br>Choice of Milk             | Nutrigrain w/ Graham Crackers<br>Fresh Fruit<br>Juice<br>Choice of Milk             | Assorted PopTarts<br>Fresh Fruit<br>Juice<br>Choice of Milk | Muffin<br>Fresh Fruit<br>Juice<br>Choice of Milk                                      |
| <b>8</b>  | <b>9</b>   | <b>10</b>   | <b>11</b>   | <b>12</b>   |
| Muffin<br>Fresh Fruit<br>Juice<br>Choice of Milk                                    | Donut<br>Fruits<br>Juice<br>Choice of Milk                         | Cinnabar<br>Fresh Fruit<br>Juice<br>Choice of Milk                                  | Pumpkin Bread<br>Fresh Fruit<br>Juice<br>Choice of Milk     | PopTarts<br>Fresh Fruit<br>Juice<br>Choice of Milk                                    |
| <b>16</b>   |  |   |   |   |
|  | SPRING BREAK   |  | SPRING BREAK  |  |
| <b>22</b>   | <b>23</b>  | <b>24</b>   | <b>25</b>   | <b>26</b>   |
| Apple Fudel<br>Fresh Fruit<br>Juice<br>Choice of Milk                               | Banana Bread<br>Fresh Fruit<br>Juice<br>Choice of Milk             | Cinnamon Burst<br>Fresh Fruit<br>Juice<br>Choice of Milk                            | Assorted PopTarts<br>Fresh Fruit<br>Juice<br>Choice of Milk | Muffin<br>Fresh Fruit<br>Juice<br>Choice of Milk                                      |
| <b>29</b>   | <b>30</b>  |   |   |   |
| Muffin<br>Fresh Fruit<br>Juice<br>Choice of Milk                                    | Cereal Bar w/ Cheese Its<br>Fresh Fruit<br>Juice<br>Choice of Milk | Nutrigrain Bar w/ Graham Crackers<br>Fresh Fruit<br>Juice<br>Choice of Milk         | Pumpkin Bread<br>Fresh Fruit<br>Juice<br>Choice of Milk     | PopTart<br>Fresh Fruit<br>Juice<br>Choice of Milk                                     |

**Exhibit C (continued)**

**Menu Cycle for *A la Carte* Program**

Attach a sample twenty-one (21) day cycle *A la Carte* Program menu prepared by the SFA.  
This menu must be used for the first twenty-one (21) day cycle of the new school year.

2018 - 2019 School Year

Campus Level: High School (some items all served at Middle and Elementary as well)

| 2018-2019 <u>PRICE LIST</u> |           |
|-----------------------------|-----------|
| Brownies                    | \$.75     |
| Cereal <u>Bar</u>           | \$.75     |
| Chips                       | \$.85     |
| Cookie                      | \$.40     |
| Entrée- <u>Brkfst</u>       | \$1       |
| Entrée-Lunch                | \$1.60    |
| Fruit Juice                 | \$1.35    |
| Fruit Roll-up               | \$.35     |
| Fruit Serving               | \$.85     |
| Gatorade                    | \$1.50    |
| Gummies                     | \$.35     |
| Ice Cream                   | \$.85     |
| Ice Drinks                  | \$2       |
| Milk                        | \$.40     |
| Pretzels                    | \$.60     |
| Rice Krispy                 | \$.35/\$1 |
| Snack Mix                   | \$.50     |
| Switch                      | \$1       |
| Tony's Pizza                | \$2.85    |
| Veggie Serving              | \$.85     |
| Water, 20oz                 | \$1       |



**Exhibit C (continued)**

**MENU CYCLE FOR  
AFTER SCHOOL SNACK PROGRAM**

Attach a sample 21-day cycle after school snack program menu prepared by the SFA.  
This menu must be used for the first 21-day cycle of the new school year.

2018 – 2019 School Year

Campus Level: Middle School and Elementary School

ASSP\_Snack Menu

Asheboro City Schools

2018-2019

| Week 1 | Monday  | Tuesday  | Wednesday             | Thursday   | Friday                      |
|--------|---|--|-----------------------|--|-----------------------------|
|        | LF Cheese Stick, 1oz<br>WG Crackers, 4 pkt<br>Broccoli w/ranch (3/4 Cup) Cereal | Cocoa Puffs<br>(Please Provide Spoon)            | Quaker Kids Snack Mix | Blueberry Muffin<br>Applesauce (3/4 Cup)                             | Banana Bread                |
|        | Fruit Juice, 6.75oz   | LF 1% Milk                                       | Fruit Juice, 6.75oz   | FF Chocolate Milk  | Fruit Juice, 6.75oz         |
| Week 2 | Monday  | Tuesday  | Wednesday             | Thursday   | Friday                      |
|        | WG Strawberry<br>NutriGrain Bar   | Graham Crackers - 2pkts<br>w/ 1 oz P.B.          | Red Bag Doritos       | Fudge Pop Tart<br>Fruit Cocktail (3/4 Cup)<br>FF Chocolate Milk      | Original Rice Krispie Treat |
|        | Fruit Juice, 6.75oz   | Celery w/ranch (3/4 Cup)<br>LF 1% Milk           | Fruit Juice, 6.75oz   |  | Fruit Juice, 6.75oz         |
| Week 3 | Monday  | Tuesday  | Wednesday             | Thursday   | Friday                      |
|        | Pumpkin Bread   | Strawberry Pop Tart<br>Carrots w/ranch (3/4 Cup) | Pretzels              | Cinn Tst Crunch Cereal Bar<br>Peaches (3/4 Cup)<br>FF Chocolate Milk | Apple Cinnamon Muffin       |
|        | Fruit Juice, 6.75oz   | LF 1% Milk                                       | Fruit Juice, 6.75oz   |  | Fruit Juice, 6.75oz         |
| Week 4 | Monday  | Tuesday  | Wednesday             | Thursday   | Friday                      |
|        | WG Blueberry<br>NutriGrain Bar  | Scooby Doo Graham Crackers                       | Blue Bag Doritos      | Cinnamon Pop Tart<br>Pears (3/4 Cup)                                 | Blueberry Bread             |
|        | Fruit Juice, 6.75oz   | Cauliflower w/ranch (3/4 Cup)<br>LF 1% Milk      | Fruit Juice, 6.75oz   | FF Chocolate Milk  | Fruit Juice, 6.75oz         |

Milk Allergy Provided Bottled Water

Gluten Allergy Provided Kind Gluten Free Granola Bar

Diet Orders Verified Before Substitutions Are Made

**Exhibit C (continued)**

**MENU CYCLE FOR  
SEAMLESS SUMMER OPTION OR  
SUMMER NUTRITION PROGRAM**

Attach a sample 21-day cycle SSO or SFSP menu prepared by the SFA.  
This menu must be used for the first 21-day cycle of the new school year.

2018 - 2019 School Year

Campus Level: All

**ACS Summer Menu 4 Day Cycle 2018**

| <b>BREAKFAST</b>                       |                                 |                                |  |
|--|---------------------------------|--------------------------------|--|
| <b>MONDAY</b>                          | <b>TUESDAY</b>                  | <b>WEDNESDAY</b>               | <b>THURSDAY</b>                                  |
| WG Chicken Biscuit                     | WG Apple Strudel                | WG Sausage Biscuit             | WG Breakfast Pizza                               |
| Sliced Pears                           | Sliced Peaches                  | Applesauce                     | Pineapple  |
| Juice                                  | Juice                           | Juice                          | Juice  |
| Assorted Milk                          | Assorted Milk                   | Assorted Milk                  | Assorted Milk                                    |
| <b>LUNCH</b>                           |                                 |                                |  |
| <b>MONDAY</b>                          | <b>TUESDAY</b>                  | <b>WEDNESDAY</b>               | <b>THURSDAY</b>                                  |
| Chicken Tenders w/ WG Bread            | WG Grilled Cheese               | WG Cheeseburger                | WG Mozzarella Cheese Sticks<br>w/ Marinara Sauce |
| PB&J Sandwich                          | PB&J Sandwich                   | PB & J Sandwich                | PB & J Sandwich                                  |
| Pineapple                              | Applesauce                      | Peaches                        | Pears  |
| Steamed Spinach and<br>Steamed Carrots | Steamed Corn and Pinto<br>Beans | Green Beans and Baked<br>Beans | Sweet Potato Puffs and<br>Steamed Peas           |
| Assorted Milk                          | Assorted Milk                   | Assorted Milk                  | Assorted Milk                                    |

## Exhibit D

### School Nutrition Program Budget

[If SFA does not have a school board approved Budget, please submit a draft]

**School Year** 2017-2018

SFA Employee responsible for submission of this budget data:

Name:                    \_\_Sandra Spivey\_\_\_\_\_

Title:                     \_\_Finance Officer\_\_\_\_\_

|   |                    |
|---|--------------------|
| <b>Operating revenues</b>                       |                    |
| Food sales                                      | \$ 365,000         |
| <b>Total operating revenues</b>                 | <b>365,000</b>     |
| <b>Operating expenses</b>                       |                    |
| Food cost                                       | 1,229,000          |
| Salaries and benefits                           | 1,061,000          |
| Indirect costs                                  | 193,000            |
| Materials and supplies                          | 97,000             |
| Contracted services                             | 310,000            |
| Depreciation                                    | 31,000             |
| Loss on disposition of capital assets           |                    |
| Other   | 20,000             |
| <b>Total operating expenses</b>                 | <b>2,941,000</b>   |
| <b>Operating Profit/(Loss)</b>                  | <b>(2,576,000)</b> |
| <b>Nonoperating revenue</b>                     |                    |
| Federal reimbursements                          | 2,345,000          |
| Federal commodities                             | 197,000            |
| State reimbursements                            | 12,000             |
| Interest earned                                 | 1,000              |
| Miscellaneous local revenue                     | 1,000              |
| <b>Total nonoperating revenue</b>               | <b>2,556,000</b>   |
| <b>Profit/(Loss) before transfers</b>           | <b>(20,000)</b>    |
| <b>Transfers</b>                                |                    |
| Transfers in                                    | 47,000             |
| Transfers out                                   | -                  |
| Capital contributions                           | -                  |
| <b>Total transfers</b>                          | <b>47,000</b>      |
| <b>Change in net position</b>                   | <b>28,000</b>      |
| <b>Total net position - beginning</b>           | <b>1,077,000</b>   |
| <b>Restatement</b>                              | <b>(208,000)</b>   |
| <b>Total net position - beginning, restated</b> | <b>869,000</b>     |
| <b>Total net position - ending</b>              | <b>\$ 897,000</b>  |

## Exhibit E

### List of schools and a description of each, including Average Daily Membership (ADM), Average Daily Participation (ADP), student eligibility by category and current meal prices

| Location/Site                | ADM  | ADP   | # of Free<br>Students | # of<br>Reduced<br>Students | Free and<br>Reduced<br>Percentage | Breakfast Price | Lunch<br>Price |
|------------------------------|------|-------|-----------------------|-----------------------------|-----------------------------------|-----------------|----------------|
| Asheboro High School         | 1301 | 41.1% | 765                   | 105                         | 66.9%                             | Universal Free  | \$ 2.10        |
| South Asheboro Middle        | 583  | 64.6% | 351                   | 43                          | 67.6%                             | Universal Free  | \$ 2.10        |
| North Asheboro Middle        | 493  | 83.5% | 382                   | 59                          | 89.5%                             | Universal Free  | \$ 2.10        |
| Balfour Elementary/ECDC      | 680  | 79.6% | 502                   | 82                          | 85.9%                             | Universal Free  | \$ 2.00        |
| Charles W McCrary Elementary | 375  | 81.9% | 312                   | 24                          | 89.6%                             | Universal Free  | \$ 2.00        |
| Donna L Loflin Elementary    | 352  | 80.0% | 277                   | 24                          | 85.5%                             | Universal Free  | \$ 2.00        |
| Guy B Teachey Elementary     | 511  | 60.4% | 297                   | 41                          | 66.1%                             | Universal Free  | \$ 2.00        |
| Lindley Park                 | 423  | 67.9% | 266                   | 43                          | 73.0%                             | Universal Free  | \$ 2.00        |

# Exhibit F

School Calendar, including meal service days, teacher workdays,  
required professional development

## Asheboro City Schools Calendar 2019-2020

| July 2019 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |

| August 2019 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | T  | F  | S  |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |

| September 2019 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | T  | F  | S  |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |

| October 2019 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | T  | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |

| November 2019 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    |    | 1  | 2  |
| 3             | 4  | 5  | 6  | 7  | 8  | 9  |
| 10            | 11 | 12 | 13 | 14 | 15 | 16 |
| 17            | 18 | 19 | 20 | 21 | 22 | 23 |
| 24            | 25 | 26 | 27 | 28 | 29 | 30 |

| December 2019 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 | 31 |    |    |    |    |

| July      |                            |
|-----------|----------------------------|
| 4         | Holiday                    |
| August    |                            |
| 14        | Staff Reports              |
| 14, 21-23 | Teacher Workdays           |
| 15, 19-20 | Required Professional Dev. |
| 16        | Optional Teacher Workday   |
| 26        | First day for students     |

| September |                           |
|-----------|---------------------------|
| 2         | Holiday                   |
| October   |                           |
| 28        | Last day of First Quarter |
| November  |                           |
| 11        | Holiday                   |
| 27        | Optional Teacher Workday  |
| 28-29     | Holiday                   |

| December  |                            |
|-----------|----------------------------|
| 20        | Early Release              |
| 23        | Vacation/Annual Leave      |
| 24-26     | Holiday                    |
| 27, 30-31 | Vacation/Annual Leave      |
| January   |                            |
| 1         | Holiday                    |
| 17        | End of Second Quarter      |
| 20        | Holiday                    |
| 21        | Teacher Workdays           |
| 22        | Required Professional Dev. |

| February |                            |
|----------|----------------------------|
| 17       | Vacation/Annual Leave      |
| March    |                            |
| 26       | End of Third Quarter       |
| 27       | Required Professional Dev. |
| April    |                            |
| 10       | Holiday                    |
| 13-17    | Vacation/Annual Leave      |

| May  |                       |
|------|-----------------------|
| 25   | Holiday               |
| June |                       |
| 5    | End of Fourth Quarter |
| 5    | Early Release         |
| 8-9  | Teacher Workdays      |

| Holidays |                                    |
|----------|------------------------------------|
|          | Optional Teacher Workdays          |
|          | Required Teacher Workdays          |
|          | Vacation/Annual Leave              |
|          | Required Prof. Development Workday |
|          | Early Release                      |

| January 2020 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | T  | F  | S  |
|              |    |    | 1  | 2  | 3  | 4  |
| 5            | 6  | 7  | 8  | 9  | 10 | 11 |
| 12           | 13 | 14 | 15 | 16 | 17 | 18 |
| 19           | 20 | 21 | 22 | 23 | 24 | 25 |
| 26           | 27 | 28 | 29 | 30 | 31 |    |

| February 2020 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    |    |    | 1  |
| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            | 17 | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 | 29 |

| March 2020 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
| 1          | 2  | 3  | 4  | 5  | 6  | 7  |
| 8          | 9  | 10 | 11 | 12 | 13 | 14 |
| 15         | 16 | 17 | 18 | 19 | 20 | 21 |
| 22         | 23 | 24 | 25 | 26 | 27 | 28 |
| 29         | 30 | 31 |    |    |    |    |

| April 2020 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | T  | F  | S  |
|            |    |    | 1  | 2  | 3  | 4  |
| 5          | 6  | 7  | 8  | 9  | 10 | 11 |
| 12         | 13 | 14 | 15 | 16 | 17 | 18 |
| 19         | 20 | 21 | 22 | 23 | 24 | 25 |
| 26         | 27 | 28 | 29 | 30 |    |    |

| May 2020 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |
| 31       |    |    |    |    |    |    |

| June 2020 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 |    |    |    |    |

## Exhibit G

### School Nutrition Program Employees

(identify whether each position is to be employed by the SFA or by FSMC)

#### Asheboro City Schools Child Nutrition Staffing 2018-2019

| <b>Name</b>        | <b>Location</b>              | <b>Position</b> | <b>Schedule</b> | <b>Employed By</b> |
|--------------------|------------------------------|-----------------|-----------------|--------------------|
| Leslie Simmonds    | Central Office               | GM              | 8am-5pm         | FSMC               |
| Harriet Parker     | All Schools                  | Chef<br>Manager | 9am-5pm         | FSMC               |
| Stephanie England  | District Wide                | Delivery        | 7:30-3          | FSMC               |
| Angie Allen        | Central Office               | Accountant      | 7:30-4:30       | SFA                |
| Marsha Vickery     | Central Office               | Accountant      | 7:30-4:30       | SFA                |
| Sabrena Jones      | Asheboro High School         | Manager         | 6:30-3          | FSMC               |
| Claudia Costales   | Asheboro High School         | Cashier         | 8-2:30          | FSMC               |
| Gabby Vilanova     | Asheboro High School         | Cashier         | 8-2:30          | FSMC               |
| Hanna Cagle        | Asheboro High School         | Cashier         | 8-2:30          | FSMC               |
| Lakecia Shubert    | Asheboro High School         | Cashier         | 8:30-2          | FSMC               |
| Trina Lea          | Asheboro High School         | Cashier         | 8:30-3          | FSMC               |
| Carmen Rodriguez   | Asheboro High School         | Cook            | 7-1:30          | FSMC               |
| Ramona Cordero     | Asheboro High School         | Cook            | 8-2:30          | FSMC               |
| Doris Del Cid      | Asheboro High School         | Server          | 7:30-2          | FSMC               |
| Elizabeth Redding  | Asheboro High School         | Server          | 8-2pm           | FSMC               |
| Elsa De La Rosa    | Asheboro High School         | Server          | 8:30-3          | FSMC               |
| Lakeshia Henderson | Asheboro High School         | Server          | 9-3pm           | FSMC               |
| Maria Cabrera      | Asheboro High School         | Server          | 7:30-2          | FSMC               |
| Marie Speight      | Asheboro High School         | Server          | 8:30-3          | FSMC               |
| Xochitl Garrido    | Asheboro High School         | Server          | 8-2:30          | FSMC               |
| Dina Cordero       | South Asheboro Middle        | Manager         | 6:30-2:30       | FSMC               |
| Angie Grey         | South Asheboro Middle        | Cashier         | 8:00-2:30       | FSMC               |
| Tina Blackwell     | South Asheboro Middle        | Cashier         | 7:30-2:00       | FSMC               |
| Nancy Shaw         | South Asheboro Middle        | Cook            | 7:00-1:30       | FSMC               |
| Silvia Gonzalez    | South Asheboro Middle        | Server          | 7:30-2:00       | FSMC               |
| Kim Smith          | North Asheboro Middle School | Manager         | 6-2:30          | FSMC               |
| Rebeca McNeil      | North Asheboro Middle School | Cashier         | 8:-1:30         | FSMC               |

|                        |                                    |             |                 |      |
|------------------------|------------------------------------|-------------|-----------------|------|
| Wendy Manzanares       | North Asheboro Middle School       | Cashier     | 7:00-1:30       | FSMC |
| Carla Patterson        | North Asheboro Middle School       | Server      | 7:00-1:30       | FSMC |
| Darlene Satterfield    | North Asheboro Middle School       | Server/Prep | 7:00-1:30       | FSMC |
|                        |                                    |             |                 |      |
| Melissa Burgess        | Balfour Elementary                 | Manager     | 6:12-2          | FSMC |
| Debra Johnson          | Balfour Elementary                 | Cashier     | 8:15-1:15       | FSMC |
| Shannon Herndon        | Balfour Elementary                 | Cashier     | 7-1:30          | FSMC |
| Clearvon Bascombe      | Balfour Elementary                 | Cook        | 8-1:30          | FSMC |
| Jose Florez            | Balfour Elementary                 | Cook/Dish   | 7-1:30          | FSMC |
| Crystal Evans          | Balfour Elementary                 | Server/Prep | 7-1:15          | FSMC |
|                        |                                    |             |                 |      |
| Janice McCormick-Davis | Early Childhood Development Center | Cashier     | 7:15-1:45       | FSMC |
| Carol Staton           | Early Childhood Development Center | Cook        | 7:15-1:45       | FSMC |
|                        |                                    |             |                 |      |
| Wendy Rodriguez        | Charles W McCrary                  | Manager     | 6:30 to<br>2:30 | FSMC |
| Susan Nye              | Charles W McCrary                  | Cashier     | 6:00 to<br>1:00 | FSMC |
| Odalis Torres          | Charles W McCrary                  | Cook        | 7:00 to<br>1:30 | FSMC |
| Blanche Luther         | Charles W McCrary                  | Server/Dish | 9:00 to<br>1:00 | FSMC |
|                        |                                    |             |                 |      |
| Desiree Clark          | Donna L Loflin Elementary          | Manager     | 6:30-2:30       | FSMC |
| Luis Cordero           | Donna L Loflin Elementary          | Cashier     | 9:30-1:30       | FSMC |
| Laura Irland           | Donna L Loflin Elementary          | Cook        | 8-1:30          | FSMC |
| Linda Sutton           | Donna L Loflin Elementary          | Server      | 6:30-1:30       | FSMC |
| Mary Overman           | Donna L Loflin Elementary          | Server/Dish | 7:00-1:30       | FSMC |
|                        |                                    |             |                 |      |
| Jennifer Carmac        | Guy B Teachey                      | Manager     | 6-1:30          | FSMC |
| Angie Cox              | Guy B Teachey                      | Cashier     | 8-1:30          | FSMC |
| Lisa Whyte             | Guy B Teachey                      | Cashier     | 6:30-1          | FSMC |
| Maryjo Jarrell         | Guy B Teachey                      | Cook        | 7-1:30          | FSMC |
| Marlene Haffly         | Guy B Teachey                      | Server      | 6:30-1          | FSMC |
| Mischale Carl          | Guy B Teachey                      | Server      | 9:30-1:30       | FSMC |
|                        |                                    |             |                 |      |
| Ivy Piansay            | Lindley Park Elementary            | Manager     | 6:30-2:30       | FSMC |
| Jenny Huffman          | Lindley Park Elementary            | Cashier     | 7:00-1:30       | FSMC |
| Yaz Fernandez          | Lindley Park Elementary            | Cook        | 7:00-1:30       | FSMC |
| Angela Coble           | Lindley Park Elementary            | Server      | 7:00-1:30       | FSMC |

**Exhibit H**

**FSMC Employees are included in Exhibit G**



## Exhibit I

### Reimbursement Claims for Current and Prior School Years

**North Carolina Department of Public Instruction  
Child Nutrition Services**

**Monthly Reimbursement Summary Information**

| Claim Date   | Program | Rev # | Breakfast           | Lunch                 | Snack              | Milk          | Reduced Priced Breakfast | Total                 | Paylist Date | Paylist Number |
|--------------|---------|-------|---------------------|-----------------------|--------------------|---------------|--------------------------|-----------------------|--------------|----------------|
| Aug 2017     | SNP     | 0     | \$12,279.30         | \$33,741.63           | \$335.28           | \$0.00        | \$144.00                 | \$46,500.21           | 09/08/17     | 170206         |
| Sep 2017     | SNP     | 0     | \$85,619.44         | \$181,301.49          | \$1,878.80         | \$0.00        | \$1,182.60               | \$269,982.33          | 10/06/17     | 180005         |
| Sep 2017     | SNP     | 1     | \$0.00              | \$0.00                | \$270.16           | \$0.00        | \$0.00                   | \$270.16              | 11/09/17     | 180026         |
| Oct 2017     | SNP     | 0     | \$94,979.44         | \$196,059.59          | \$2,603.92         | \$0.00        | \$1,545.00               | \$295,187.95          | 11/07/17     | 180023         |
| Nov 2017     | SNP     | 0     | \$73,913.14         | \$152,928.97          | \$2,171.84         | \$0.00        | \$1,223.70               | \$230,237.65          | 12/05/17     | 180037         |
| Dec 2017     | SNP     | 0     | \$63,287.09         | \$132,267.53          | \$1,931.60         | \$0.00        | \$1,054.20               | \$198,540.42          | 01/04/18     | 180058         |
| Jan 2018     | SNP     | 0     | \$52,646.56         | \$127,830.17          | \$1,741.52         | \$0.00        | \$869.70                 | \$183,087.95          | 02/06/18     | 180077         |
| Feb 2018     | SNP     | 0     | \$77,028.22         | \$166,843.64          | \$3,066.80         | \$0.00        | \$1,292.40               | \$248,231.06          | 03/06/18     | 180095         |
| Mar 2018     | SNP     | 0     | \$81,640.85         | \$183,064.13          | \$3,264.80         | \$0.00        | \$1,363.50               | \$269,333.28          | 04/10/18     | 180107         |
| Apr 2018     | SNP     | 0     | \$67,082.05         | \$142,803.46          | \$2,644.40         | \$0.00        | \$1,121.40               | \$213,651.31          | 05/08/18     | 180122         |
| May 2018     | SNP     | 0     | \$90,047.10         | \$186,731.79          | \$3,099.36         | \$0.00        | \$1,500.60               | \$281,378.85          | 06/08/18     | 180139         |
| Jun 2018     | SNP     | 0     | \$19,893.06         | \$42,237.02           | \$632.72           | \$0.00        | \$321.90                 | \$63,084.70           | 06/21/18     | 180153         |
| <b>Total</b> |         |       | <b>\$718,416.25</b> | <b>\$1,545,809.42</b> | <b>\$23,641.20</b> | <b>\$0.00</b> | <b>\$11,619.00</b>       | <b>\$2,299,485.87</b> |              |                |

**North Carolina Department of Public Instruction  
Child Nutrition Services**

**Monthly Reimbursement Summary Information**

| Claim Date   | Program | Rev # | Breakfast           | Lunch                 | Snack              | Milk          | Reduced Priced Breakfast | Total                 | Paylist Date | Paylist Number |
|--------------|---------|-------|---------------------|-----------------------|--------------------|---------------|--------------------------|-----------------------|--------------|----------------|
| Aug 2018     | SNP     | 0     | \$15,523.46         | \$41,177.42           | \$580.58           | \$0.00        | \$215.10                 | \$57,496.56           | 09/07/18     | 180192         |
| Sep 2018     | SNP     | 0     | \$75,887.96         | \$150,861.88          | \$2,733.64         | \$0.00        | \$1,132.20               | \$230,615.68          | 10/09/18     | 190010         |
| Oct 2018     | SNP     | 0     | \$94,290.18         | \$185,548.87          | \$4,095.00         | \$0.00        | \$1,590.00               | \$285,524.05          | 11/13/18     | 190033         |
| Nov 2018     | SNP     | 0     | \$75,897.36         | \$152,684.64          | \$2,643.55         | \$0.00        | \$1,309.50               | \$232,535.05          | 12/07/18     | 190043         |
| Dec 2018     | SNP     | 0     | \$48,585.01         | \$106,081.65          | \$1,932.84         | \$0.00        | \$809.70                 | \$157,409.20          | 01/08/19     | 190061         |
| Jan 2019     | SNP     | 0     | \$80,919.74         | \$176,608.34          | \$3,207.75         | \$0.00        | \$1,318.20               | \$262,054.03          | 02/05/19     | 190077         |
| Feb 2019     | SNP     | 0     | \$81,997.71         | \$172,568.97          | \$3,478.93         | \$0.00        | \$1,304.10               | \$259,349.71          | 03/05/19     | 190089         |
| Mar 2019     | SNP     | 0     | \$87,456.72         | \$180,910.49          | \$4,588.22         | \$0.00        | \$1,437.30               | \$274,392.73          |              |                |
| <b>Total</b> |         |       | <b>\$560,558.14</b> | <b>\$1,166,442.26</b> | <b>\$23,260.51</b> | <b>\$0.00</b> | <b>\$9,116.10</b>        | <b>\$1,759,377.01</b> |              |                |

## Exhibit J

### Minimum Food Specifications

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”), 7 CFR Part 210, USDA Guidance Memos, other applicable Federal regulations, and NCDPI’s Administrative Reference Manual (“ARM”)

- All USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

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

- A significant amount of breads, bread alternates, and grains must be made from whole grain or whole grain-rich flour/meal such that the SFA may comply with its Whole grain waiver to provide at least half of all grains as whole-grain rich products while continuously increasing the content of student-acceptable whole-grain rich items to gradually and successfully increase the whole grain-rich content of school meals. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
  - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for School Nutrition Program Operators* from USDA.
  - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
  - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under Federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors’ second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors’ second

quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the State or Federal Department of Agriculture and used within thirty (30) days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

## Exhibit K

### Designation of Program Responsibilities and Expenses

The SFA has deemed the following Program Responsibilities and Expenses schedule to be a necessary part of this solicitation as an indicator of which party will bear ultimate responsibility for the performance and expense of the function. Costs that are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the School Nutrition Program(s) and are directly incurred for the SFA's operation, must be assigned by the SFA prior to the releases of the RFP/Contract. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

| Description                           | FSMC | SFA | N/A |
|---------------------------------------|------|-----|-----|
| <b>Food:</b>                          |      |     |     |
| Food Purchases                        |      | X   |     |
| Commodity Processing Charges          |      | X   |     |
| Processing and Payment of Invoices    |      | X   |     |
|                                       |      |     |     |
| <b>FSMC Employees:</b>                |      |     |     |
| Salary/Wages                          | X    |     |     |
| Fringe Benefits and Insurance         | X    |     |     |
| Retirement                            | X    |     |     |
| Payroll Taxes                         | X    |     |     |
| Workers Compensation                  | X    |     |     |
| Unemployment Compensation             | X    |     |     |
| Preparation and Processing of Payroll | X    |     |     |
|                                       |      |     |     |
| <b>SFA Employees:</b>                 |      |     |     |
| Wages                                 |      | X   |     |
| Fringe Benefits and Insurance         |      | X   |     |
| Retirement                            |      | X   |     |
| Payroll Taxes                         |      | X   |     |
| Workers Compensation                  |      | X   |     |
| Unemployment Compensation             |      | X   |     |
| Preparation and Processing of Payroll |      | X   |     |

**Exhibit K**  
**Designation of Program Responsibilities and Expenses (continued)**

Additional Items of Responsibility and Cost

The items listed with an \* are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

| <b>Description</b>               | <b>FSMC</b> | <b>SFA</b> | <b>N/A</b> |
|----------------------------------|-------------|------------|------------|
| Cleaning/Janitorial Supplies     |             | X          |            |
| Paper/Disposal Supplies          |             | X          |            |
| Tickets/Tokens                   |             |            | X          |
| School/Silverware/Glassware      |             | X          |            |
| Initial Inventory                |             |            |            |
| Replacement During Operation     |             | X          |            |
| Telephone <sup>1</sup>           |             |            |            |
| Local                            |             | X          |            |
| Long Distance                    |             | X          |            |
| Uniforms                         |             |            |            |
| Linens* (used in catering)       |             | X          |            |
| Laundry                          | X           |            |            |
| Trash Removal                    |             |            |            |
| From Kitchen                     | X           |            |            |
| From Dining Area                 |             | X          |            |
| From Premises                    |             | X          |            |
| Pest Control                     |             | X          |            |
| Equipment Replacement and Repair |             |            |            |
| Non-Expendable                   |             | X          |            |
| Expendable                       |             | X          |            |
| Products and Public Liability    |             |            |            |
| Insurance*                       | X           | X          |            |
| Equipment Rental* (explain)      |             | X          |            |
| Car/Truck Rental*(explain)       |             |            | X          |
| Vehicle Maintenance*             | X           | X          |            |
| Storage Costs                    |             |            |            |
| Food*                            |             | X          |            |
| Non-Food supplies*               |             | X          |            |

|  |   |   |  |
|--|---|---|--|
| Courier Services (Bank Deposits, School Deliveries) <sup>3</sup> | X | X |  |
| Employee Recruitment – Initial Replacement                       | X |   |  |
| Sales Tax  |   | X |  |
| Other Taxes and Licenses*  | X | X |  |
| Office Materials   |   | X |  |
| Printing*  |   | X |  |
| Promotional Materials*   | X |   |  |
| Other* (cannot include overhead expenses incurred by FSMC)       | X |   |  |
| <b>Cleaning Responsibilities</b>                                 |   |   |  |
| Food Preparation Areas (including Equipment)                     | X |   |  |
| Serving Areas  | X |   |  |
| Kitchen Floors   | X |   |  |
| Dining Room Floors or Periodic Waxing/Buffering                  |   | X |  |
| Hoods  | X |   |  |
| Grease Filters   | X |   |  |
| Daily Routine Cleaning of Dining Room Tables and Chairs          |   | X |  |
| Thorough Cleaning of Dining Room Tables and Chairs               |   | X |  |
| Cafeteria walls  |   | X |  |
| Kitchen walls  | X |   |  |
| Light Fixtures   | X | X |  |
| Windows  |   | X |  |
| Window coverings   |   | X |  |
| Grease Traps   | X | X |  |
| Duct Work  |   | X |  |
| Restrooms  | X | X |  |
| Exhaust Fans   | X | X |  |
| Other – List Below (as many lines as needed)                     |   |   |  |
|  |   |   |  |
|  |   |   |  |
|  |   |   |  |

## **Exhibit L**

### **Written Responses to Questions from potential Contractors**

All questions must be posed to the SFA no later than ten (10) days prior to the date the RFP is due. Questions from FSMCs will not be answered if submitted after this period. All responses will be provided in the form of an Exhibit K; each question will be identified in a numeric sequence such as L.1 or L.2 or L.3 based on the number of questions and responses to the RFP. All vendors that were represented at the Pre-Proposal Meeting shall receive copies of all Questions/Answers provided in Exhibit L.

## VI. FSMC ATTACHMENTS

### REQUIRED FORMAT FOR FSMC'S RESPONSE TO THE RFP

#### IMPORTANT: PLEASE READ THE FOLLOWING STATEMENT BEFORE PREPARING FSMC'S PROPOSAL

The FSMC is required to respond to this RFP in the format as described below. The FSMC may provide collateral documents that further display the company's products and services including notebooks, brochures, pictures and marketing materials, however, the final written proposal presented to the SFA must be presented exactly as stated, outlined and required in this RFP. Any supplemental document of any kind is not considered part of the FSMC proposal and will not be considered when evaluating the proposal. All required documents must be presented in the same order and labeled in the same manner as in the Checklist for FSMC's Proposal – Attachments A - U. Any proposal that fails to follow the format specified in this RFP will be considered non-responsive and will be eliminated for consideration by the SFA.

Should there be questions about any aspect of the solicitation, or should any item require clarification, such needs **MUST** be addressed, in writing, to the LEA official who has been designated to manage the RFP/Contract Process. As soon as these items are received and answered, they will be issued, in writing, to all potential vendors that attended the Pre-proposal meeting. **Do not add statements or alter the Terms and Conditions of the RFP/Contract as a means of providing FSMC's interpretation of an issue** as such modifications of the solicitation will be disregarded and the proposal is subject to being deemed unresponsive. Any item requiring clarification must be addressed, in writing, as quickly as possible. Assumptions and interpretations and solicitation modifications may prove costly to the FSMC.

In preparing the Proposal, the FSMC should follow the format described and should maintain the sequence of Attachments. While each attachment has a specific purpose, the FSMC may include information in the Attachments that enables the Evaluation Committee to understand how the FSMC intends to proceed in its management of the nonprofit School Nutrition Program(s) addressed in the RFP. FSMC should limit its written proposal to items that may be effectively implemented during the first year of the contract; any proposal for implementation beyond the initial year of the contract should be enclosed in a separate "Value Added Feature" that is separate from the sealed Proposal. The Contract award will be based upon the proposed deliverables of the Contract within the first year.

As previously stated, the FSMC's proposal should be provided in the format described above. The order of the proposal shall be listed in the Checklist for FSMC's Proposal - Attachments A - U. FSMC is required to submit a *Letter of Intent* stating the FSMC is qualified to operate a nonprofit School Nutrition Program as described on Page 7 of the RFP; the *Letter of Intent* shall be provided as **Attachment A**. The FSMC shall also submit its calculation of the firm, fixed-price per meal equivalent and the management fee per meal Equivalent based on the Meal Equivalency provided by the SFA; such calculation shall be provided as **Attachment B**. The Maximum Allowable Cost of the Contract (which reflects the firm, fixed-price per meal equivalent and the management fee per meal equivalent shall be provided in **Attachment C**. Both the *Letter of Intent* and the *Maximum Allowable Cost of the Contract* shall be signed by an individual who is authorized to commit the FSMC to a legally-binding Agreement.

The FSMC shall also submit as part of the Proposal an assurance by a surety bond company authorized to do business in the State of North Carolina as **Attachment D**. If selected as the successful vendor and upon award of the Contract, a performance bond will be issued in the amount of 10% of annual projected Contract value. Prior to Contract execution, the FSMC shall deliver to the SFA the executed performance bond payable to the LEA (**please specify in Attachment D**). The performance bond is held by the SFA as security for the faithful performance by the FSMC of all Terms and Conditions of the Contract.



For **Attachment E**, the FSMC must provide a proposed twenty-one (21) day menu for meal, snack and *a la carte* service that meets the Federal meal pattern and dietary standards and also reflects the regional food preferences of students in area in North Carolina that are specific to the geographic region where the SFA is located. The FSMC should reflect innovation and creativity in this portion of the Proposal and identify strategies to promote overall participation in the SFA's school meal programs. Variety in menus, products and serving approaches are encouraged. A nutrient analysis must accompany the menu items to indicate all required dietary specifications have been achieved. Product descriptions and portion sizes for all meals must also be included in **Attachment E**. This portion of the Proposal should also describe a detailed transition plan will be provided implemented in the FSMC's first year of operation.

In addition, the proposal must clearly address the FSMC's plan to achieve the specific goals established by the SFA/LEA's BOE; **Attachment F** provides an opportunity for the FSMC to describe and display innovative and effective approaches to success in the Federally-assisted School Nutrition Programs. Specific strategies should be identified that will enable the FSMC to articulate its vision for how it will achieve the measurable goals established by the SFA. The FSMC shall also submit a narrative response that addresses specific strategies to support program efficiency, efficiency and overall program and financial sustainability.

**Attachment G** should include a detailed description of how and when the FSMC will document, credit and/or report the value of all USDA Foods received for use in the SFA's School Nutrition Program the fiscal (or school) year and the value of donated foods contained in processed end products; this section must also describe, in detail, how any and all rebates or discounts associated with the processing of commodity products will be returned to the SFA. **Attachment H** should reflect the FSMC's plan to market the School Nutrition Program to various stakeholders including, but not limited to, students, parents, teachers, principals, other school personnel, the community at large and various school-related advocacy groups. **Attachment H** should describe the FSMC's marketing plan to be implemented and evaluated to increase student, parent, and community understanding of the benefits of healthful meals at school and the contribution school nutrition programs make to the nutrient needs of Students. The FSMC's plan and timeline for establishing an Advisory Committee to support menu planning should also be addressed in Attachment H.

The FSMC shall include a detailed plan for providing professional development and continuous improvement opportunities for School Nutrition personnel should be provided in **Attachment I**. The plan should describe the frequency of professional development workshops (or other professional development and training activities will be conducted during school year and for whom (managers, operators, cashiers, etc.). The plan should also describe the specific areas to be addressed through professional development and the mechanism through which information and skill building will be delivered. A minimum of ten (10) hours of professional development must be provided and documented for all School Nutrition Program employees (FSMC and SFA employees) on a yearly basis, and the proposal should specify how such will take place within the SFA. Finally, the professional development and training plan should include the following specific requirements:

- All FSMC and SFA employees will be trained to meet food safety, sanitation and HACCP requirements through an American National Standards Institute (ANSI)-approved food safety certification program or other similar program and assessed for comprehension.
- Employee professional development in culinary arts and culinary competency development will be provided to all staff at least quarterly.
- Professional development in Quality Control, Customer Service and Satisfaction will be provided at least annually and assessed for comprehension.
- Employee training in promoting nutrition and healthy eating will be provided at least annually.
- Other areas based on goals as established by the BOE.

**Attachment J** shall provide the FSMC's Guaranty which is intended to support the financial viability and short and long-term sustainability of the School Nutrition Program(s) for which the SFA is responsible. The Guaranty should describe specific measures to ensure the short- and long-term financial viability and sustainability of SFA's School Nutrition Program.

The FSMC shall include in **Attachment K** a list of FMSC's proposed on-site personnel and corporate level staff to be assigned to this account. The specific responsibilities or duties of each individual shall be outlined in the response. Experience in (National School Lunch and Breakfast Programs) is mandatory. Specific qualifications for each individual will be required to demonstrate her/his competency in School Nutrition Management. Prior education and/or experiences may be provided in this portion of the Proposal.

**Attachment L** should include a reference checklist for each individual recommended for on-site and regional oversight of SFA's School Nutrition Program. The experiences that make each employee/candidate highly qualified for each position should be described in **Attachment L**.

The experience of the FSMC in managing School Nutrition Programs (including the NSLP, SBP and SFSP) should be addressed in **Attachment M**. Experiences in managing programs of similar size and scope should be described in this portion of the Proposal. The FSMC shall also include all National School Lunch Programs managed in the past five years. The address, contact person, and phone number of each account shall be provided.

**Attachment N** should include a balance sheet or Annual Report of the FSMC's last fiscal year of operation. Certification of this report by a Certified Public Accountant is required. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the FSMC's ability to efficiently, effectively, and successfully manage the SFA's School Nutrition Program.

The FSMC shall sign a Debarment/Suspension Certification in **Attachment O**. This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal government or any entity receiving Federal funds or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities. The certification must be attached to the signed contract and kept on file at the office of the school food authority. (A copy of the certification must also be forwarded to the state agency with a copy of the signed contract.)

**Attachments P – U** must be completed as follows:

The FSMC shall review and sign a "Drug-Free Workplace" policy as provided in **Attachment P**.

The FSMC shall review and sign a "Non-Collusion Affidavit" as provided in **Attachment Q**.

The FSMC shall review submit a Certification of Independent Price Determination as provided in **Attachment R**.

The FSMC shall review and submit a completed "Disclosure Form to Report Lobbying" as provided in **Attachment S**.

The FSMC must complete the Sex Offender Registry Check Certification as shown in **Attachment T** for personnel identified to work on-site at the SFA; a written assurance must be provided indicating the FSMC will complete the Sex Offender Registry Check Certification for all future FSMC employees who will work on-site under the Terms and Conditions of this Contract (if awarded).

**Attachment U** addresses unallowable SFA/FSMC Contract provisions. FSMC is reminded to ensure these provisions are not included in the content of the proposal.

### **CHECKLIST FOR FSMC'S RFP ATTACHMENTS**

(Use this checklist to indicate all Attachments are completed and signed, if required. Instructions for preparing the attachments are included in the corresponding narrative immediately preceding the checklist.)

- Attachment A**                      **Letter of Intent**
- Attachment B**                      **Calculation of Management Fee based on Meal Equivalents Maximum**
- Attachment C**                      **Maximum Allowable Cost of the Contract (Includes Firm, Fixed-price per Meal Equivalent and Management Fee per Meal Equivalent for All Meals and Services - Summary with Original Signature**
- Attachment D**                      **Potential Contractor Certification and Surety Bond**
- Attachment E**                      **Twenty-one (21) Day Cycle Menu for SBP and NSLP, including nutritional analysis, product descriptions and appropriate serving sizes**
- Attachment F**                      **Written Plan to address Specific Goals Established by the SFA's Board of Education and strategies to address innovative approaches to increase Student Meal Participation**
- Attachment G**                      **Detailed Plan for Crediting/Reporting the value and use of USDA Foods**
- Attachment H**                      **Detailed Marketing Plan**
- Attachment I**                      **Detailed Professional Development and Training Plan**
- Attachment J**                      **FSMC Guaranty**
- Attachment K**                      **FSMC Proposed Employees and Qualifications**
- Attachment L**                      **Reference Checklist for FSMC's personnel**
- Attachment M**                      **Management Company Experience**
- Attachment N**                      **Annual Report of the FSMC's last fiscal year of operation**
- Attachment O**                      **Certification Regarding Debarment**
- Attachment P**                      **Drug-Free Workplace Policy**
- Attachment Q**                      **Non-Collusion Affidavit**
- Attachment R**                      **Certificate of Independent Price Determination**
- Attachment S**                      **Disclosure Form to Report Lobbying**
- Attachment T**                      **Sex Offender Registry Check**

Attachment U

**Unallowable SFA/FSMC Contract Provisions**

**Attachment A**

**FSMC Letter of Intent**

## Attachment B

### Calculation of Firm, Fixed-price per Meal Equivalent and Calculation of Management Fee per Meal Equivalent by the FSMC

| Meal Type   | Estimated Meal Counts                              | Meal Equivalents            |
|---|--|-----------------------------|
| Reimbursable Student Lunches                                  | 539,500  | 539,500                     |
| Paid Adult Lunches  | N/A – <i>a la carte</i> sales to adults            | -0-                         |
| Reimbursable Student Breakfasts                               | 418,500 divided by 2                               | 209,250                     |
| Paid Adult Breakfasts   | N/A – <i>a la carte</i> sales to adults            | -0-                         |
| After School Snacks   | 38,500 divided by 4)                               | 9,625                       |
| <i>A la Carte</i> Sales                                       | \$180,000 divided by \$3.75                        | 48,000                      |
| Total Meal Equivalents  | Total Projected based on computations              | 806,375                     |
|   |  |                             |
| <b>Proposed Fixed-price Per Meal Equivalent</b>               | <b>(Proposed fixed-price x Meal Equivalents)</b>   | To be completed by the FSMC |
| <b>Proposed Management Fee Per Meal Equivalent</b>            | <b>Proposed Management fee x Meal Equivalents)</b> | To be completed by the FSMC |
| <b>Total Fixed-price + Management Fee Per Meal Equivalent</b> |  | To be completed by the FSMC |

**Attachment C**

**Maximum Allowable Cost for All Meals and Services  
Firm, Fixed-Price Contract  
Summary**

Name of Firm Submitting Proposal: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_

---

Firm, fixed-price per Meal Equivalent: \$ \_\_\_\_\_  
Management Fee Per Meal Equivalent: \$ \_\_\_\_\_  
\*Maximum Allowable Cost for All Meals and Services: \$ \_\_\_\_\_

**\*Note: No additional fees, costs or expenses may be charged to the SFA above the Maximum Allowable Cost for All Meals and Services. Any costs or fees outside total firm, fixed-price are strictly prohibited outside of the direct cost that may be applied for the transition of SFA positions to the FSMC payroll. The inclusion of other direct costs to the SFA, outside the firm, fixed-price per meal will constitute grounds for disqualifying the offeror's proposal.**

---

I certify by my signature below that no additional costs or fees have been included in this proposal that are outside the total firm, fixed-price per meal as described above; I further certify that the inclusion of other direct costs to the SFA included in the proposal constitute grounds for the proposal to be disqualified.

I certify by my signature below that the per meal prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the RFP.

I certify by my signature below that as authorized representative of the FSMC, I certify that FSMC is qualified to submit a proposal as indicated in the RFP and accept the basis for selection of an FSMC.

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Date

**Attachment D**

**Potential Contractor Certification and Surety Bond**

**Date Proposal Submitted:** \_\_\_\_\_

**Name of Firm Submitting Proposal:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

---

**I certify by my signature below that the Management Fee and Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the Terms and Conditions of this solicitation and the final Contract.**

**Signature:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

**SURETY BOND COMPANY**

**1. Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Authorized in North Carolina**      **Yes** \_\_\_\_\_      **No** \_\_\_\_\_

**Please include Surety Bond Document.**

## **Attachment E**

### **Twenty-one (21) Day Cycle Menu for NSLP, SBP, ASSP, *A la Carte*, SSO/SFSP Including nutritional analysis, product descriptions and serving sizes**

In addition to the twenty-one (21) day cycle menu, please provide a narrative response that addresses the following:

1. A description of how the FSMC program will provide menus for students and staff offering healthy choices and limiting the availability of high fat and high sugar choices and provide age-appropriate portion sizes.
2. A description of how the FSMC will use high quality (mono and polyunsaturated) fats for cooking and baking, use spices and seasonings to increase flavor profile of recipes in light of the meal pattern sodium restrictions, and keep saturated fats in accordance with federal regulation.
3. A description of how the FSMC will address the growing number of requests for options for students with alternative diets (i.e. gluten-free, vegetarian, vegan) within the LEA.
4. An assurance that food sold, or otherwise offered, at school will be nutritious, appealing, and include fresh fruits and vegetables, low-fat foods and whole grain products.



## **Attachment F**

### **Written Plan to address Specific Goals Established by the SFA's Board of Education and Strategies to address innovative approaches to increase Student Meal Participation and Support and Sustain Program Financial Viability and Short- and Long-Term Sustainability**

Specific Goals of the SFA include:

1. Increase lunch participation by at least 5% through new menu items, innovative meal service options, student involvement and other meaningful strategies. (Current lunch participation rate is 60%.)
2. Grow the Summer Food Service Program through increased community partnerships to at least three (3) new partnering agencies in coordination with learning opportunities for students. Expand community partnerships beyond those currently established which include three community agencies: YMCA, Dream Center and the Boys and Girls Club.
3. Continue to Improve the nutritional value and student appeal for all meals served by increasing input from students, parents, staff and other stakeholders in menu planning and taste-testing with various student groups.
4. Increase nutrition education for all students through afterschool cooking clubs, cooking and tasting events, Chef competitions, etc. The district currently holds the Elementary Future Chef Annual Competition and assists with Elementary Cooking Club afterschool.
5. Support and sustain the program's financial viability and short- and long-term sustainability.

## **Attachment G**

### **Detailed Plan for Crediting and/or Reporting the value of USDA Foods Received and Used in the SFA's School Nutrition Program(s)**

## **Attachment H**

### **Detailed Marketing Plan**

#### **Describe your marketing plan in detail:**

1. List and describe any innovations proposed for the SFA's School Nutrition Program(s).
2. Describe FSMC' plans regarding involvement and engagement of Students, Parents, and Staff.
3. Describe FSMC's merchandising/promotions program.
4. Discuss FSMC's plans for maximizing participation among students who qualify to receive Free and Reduced-Price meals.
5. State the projected increase in student participation per year that you are willing and agreeable to use as criteria for evaluating your performance under this agreement.
6. Describe any service programs offered by the FSMC that will complement and enhance the School Nutrition Program.
7. Describe the formal structure you propose to establish to routinely and continuously gather input from School Nutrition employees to ensure the most effective and efficient operation possible.
8. Describe FSMC's programs for personnel advancement, both FSMC employees and SFA employees, management and hourly employees.

## **Attachment I**

### **Detailed Professional Development and Continuous Improvement Plan**

The BOE and LEA officials of the Asheboro City Schools believe that professional development is an important component to help the LEA/SFA meet its goals. Describe in detail your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover and how they will be evaluated. Outline with dates and activities of your transition plan beginning July 1, 2019 through the end of the first year. The response shall include the FSMC's plan to provide the following components:

1. All FSMC and SFA employees will be trained to meet "Serve Safe" requirements, or those of a similarly recognized food safety certification training program.
2. Employee training in Culinary Arts will be provided to all staff at least twice a year.
3. Employee training in Quality Control, Customer Service, and Satisfaction will be provided at least annually and assessed for comprehension.
4. Employee training in promoting nutrition and healthy eating will be provided at least annually and assessed for comprehension.

## **Attachment J**

### **FSMC Guaranty**

Discuss the FSMC's specific Financial Guaranty to the BOE/LEA/SFA.

Provide detailed steps and strategies to improve the overall School Nutrition Program, reduce the LEA subsidy, increase financial viability and profitability, and ensure long term program stability.

**Attachment K**

**FSMC Proposed Employees and Their Qualifications**

**Attachment L**

**Reference Checklist for FSMC's Personnel**

**Attachment M**  
**Management Company Experience**



**Attachment N**

**Annual Report of the FSMC's last fiscal year of operation**

## Attachment O

### Certification Regarding Debarment

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

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

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

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

**Name of FSMC:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

**NOTE: SFA must attach a copy of the of the Excluded Parties List System (EPLS) webpage indicating the potential Contractor has neither been debarred nor suspended.**

## **Attachment P**

### **Drug-Free Workplace Policy**

#### **Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

### **Certification Regarding Drug-Free Workplace Requirements**

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

Rehabilitation Act of 1973, as amended; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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**The undersigned certifies compliance with the Drug-Free Workplace Requirements**

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

## **Attachment Q**

### **Non-Collusion Affidavit**

#### **Instruction for Non-collusion Affidavit**

1. This non-collusion affidavit is material to any contract awarded pursuant to this proposal.
2. This non-collusion Affidavit must be executed by the member, officer, or employee of the potential vendor who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the potential vendor with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, an intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

**Attachment R**

**Certificate of Independent Price Determination**

**State of** \_\_\_\_\_ :

**Contract/Proposal Title:** \_\_\_\_\_ :

**County of** \_\_\_\_\_ :

**I state that I am** \_\_\_\_\_ **of** \_\_\_\_\_  
(Title) (Name of Firm)

authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, or potential vendor.

Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a potential vendor, and they will not be disclosed before proposal opening.

No attempt has been made or will be made to induce any firm or person to refrain from Submitting a proposal for this this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

The proposal of my firm has made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

\_\_\_\_\_, its affiliates, subsidiaries, officers, directors,  
(Name of FSMC)

employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

\_\_\_\_\_  
(Name of FSMC)

states that \_\_\_\_\_  
understands and acknowledges that the above representations are material and important, and will be relied on by Asheboro City Schools in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Asheboro City Schools of the true facts relating to submission of proposals for this contract.

\_\_\_\_\_  
(Name of FSMC)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

**SWORN TO SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires: \_\_\_\_\_**



**Attachment S**

**Non-Collusion Affidavit**

STATE OF )

COUNTY OF )

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

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public (or Clerk or Judge) \_\_\_\_\_

My commission expires \_\_\_\_\_

## Attachment S

### Certification Regarding Lobbying

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

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application bid/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
  - b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

### Attachment S (Continued)

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

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Attachment S (Continued)**

**Certification Regarding Lobbying**

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Asheboro City Schools in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Asheboro City Schools in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

---

Signature

---

Date

**Attachment S (Continued)**

**Disclosure Form to Report Lobbying Activities**

Disclosure of Lobbying Activities

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

*(See next page for public burden disclosure.)*

*Approved by OMB*

*0348-0046*

|   |  |   |
|---|--|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. proposal/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>  | <p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name &amp; Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>  |   |
| <p>6. Federal Department/Agency:</p>  | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>  |   |
| <p>8. Federal Action Number, <i>if known:</i></p>   | <p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>   |   |

**Attachment S (Continued)**

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

**Attachment S (Continued)**

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

**Attachment T**

**Sex Offender Registry Check**

**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)



**Attachment U**

**UNALLOWABLE SFA-FSMC CONTRACT DOCUMENT PROVISIONS  
(Must be submitted with Request for Proposal/Contract)**

The following indicate problem areas that have been identified in SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**--cost plus a percentage of cost/income to the FSMC, however represented.
- 2. **Duplicate Fees**--fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**--if the SFA does the purchasing, clauses that limit the selection of vendors to only 8FSMC-approved vendors; (FSMC may not serve as a vendor).
- 4. **Acceleration Clause**--provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- 5. **Interest Payments**--interest payments to the contractor, however represented, including interest payments for equipment purchases.
- 6. **Guaranteed Return**--"guaranteed return" provisions unless the "return" remains in the nonprofit School Nutrition Program account. "Returns" cannot be contingent upon multi-year contract duration.
- 7. **Delegation of SFA Responsibilities**--FSMC responsibility for any of the functions that must be retained by the SFA.
- 8. **Automatic Renewal**--provisions which automatically renew the contract.
- 9. **Processing Contracts**--contract document language that permits the FSMC to subcontract USDA Foods for further processing.
- 10. **Rebates, prepayment or other procurement bonuses, special promotions**--contract document language that permits rebates, special promotions, other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA's nonprofit School Nutrition Program

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

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Name and Title of SFA Official conducting check of Proposal

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Date