

**SCHOOL NUTRITION PROGRAMS  
FOOD SERVICE MANAGEMENT SERVICES**

**KAMAILE ACADEMY PCS  
REQUEST FOR PROPOSAL AND  
CONTRACT**

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Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

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## I. INTRODUCTION

This document contains a Request For Proposal for providing food service management services for KAMAILE ACADEMY) participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the School Food Authority.

The School Food Authority has full responsibility for ensuring that the terms of the contract are fulfilled. Hawaii Child Nutrition Programs (HCNP) has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

## II. REQUEST FOR PROPOSAL

### A. Legal Notice

Notice is hereby given that Ho'okāko'o Schools (1443-5), hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program at Kamaile Academy.

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

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

The SFA 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 the SFA's opinion, is not in the best interest of the SFA.

The Offeror to this RFP will be referred to as the Food Service Management Company (FSMC), and any contract that may arise from this RFP will be between the FSMC and the SFA.

SFA must meet the Departmental procurement requirements in 2 CFR 200.317-326 to obtain the services of a FSMC as well as applicable requirements in 7 CFR 210, 215, 220, 225, 226, 245, 250, 252 and FNS instructions and policies as applicable.

### B. Request for Proposal

Proposals will be received until June 12, 2024 for supplying the SFA with food service management services during the school year of 2024-2025, with options for renewal of the contract for four additional terms of one year each. Proposals will not be accepted after June 12, 2024. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal, 2024-2025."

The proposal will be a fixed meal rate bid with an escalation clause tied to a national index only. The SFA will pay a fixed cost per meal.

FSMC contracting procedures will follow 2 CFR Part 200.318-.326, as applicable.

Proposals are subject to all the conditions and specifications attached hereto and will be received in the office of the SFA and shall be marked on the envelope "*Food Service Management Proposal, 2024-2025*" and also marked on the envelope the offeror's return address.

In accepting proposals, the SFA reserves the right to reject any and all bids and to waive any minor informality in order to take the action which it deems to be in the best interest of the SFA.

Additional information required to adequately respond to this RFP must be requested in writing by April 24, 2024, sent to Paul Kepka, Principal ([pkepka@kamaile.org](mailto:pkepka@kamaile.org)), Subject line: Questions for RFP. Written responses will be posted at [kamaile-academy.org](http://kamaile-academy.org) and [hookakoo.org](http://hookakoo.org), and sent to for all interested bidders in the form of an addendum to RFP by May 2, 2024.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

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

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability.

See Standard Terms and Conditions herein below.

### **C. Procurement Method**

Procurement Method will be the Competitive Proposal.

As provided herein, under state regulations and the 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 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 open and free competition consistent with 7 CFR § 200.319.

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

The FSMC must notify the SFA of their intent to attend a Pre-Bid meeting by April 24, 2024 sent to Paul Kepka, Principal ([pkepka@kamaile.org](mailto:pkepka@kamaile.org)). A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on April 27, 2024, from 10:00 a.m. - 11:30 a.m. Vendor presentations will not be scheduled at this time. The FSMC must submit written questions arising from the Pre-Bid Meeting to the SFA by May 12, 2024 sent to Paul Kepka, Principal ([pkepka@kamaile.org](mailto:pkepka@kamaile.org)). Written responses to Pre-Bid Meeting questions will be posted at [kamaile-academy.org](http://kamaile-academy.org) and [hookakoo.org](http://hookakoo.org), and sent to all potential bidders in the form of an addendum to the RFP by May 17, 2024.

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

Two copies of Competitive Proposals are to be submitted to:

Name of Agency: Kamaile Academy  
Mailing Address: 85-180 Ala Akau Street  
Physical Address: 85-180 Ala Akau Street  
City: Waianae  
State/Zip: HI, 96792

Opening of bids will be at 9:00 a.m. (HST) on June 13, 2024.

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

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

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 Governing Board. 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 qualification data shall be submitted by each offeror along with the proposal, and shall include the information and format as follows:

- Annual reports or financial statements for the past fiscal year in the format of an "accountant's review" including notes to the financial statements.
- If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation.
- 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.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error. The 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 signed.

If additional information is requested, please contact Paul Kepka, Principal at (808) 697-7110 or [pkepka@kamaile.org](mailto:pkepka@kamaile.org). Any additional information provided to one offeror will be made available to all offerors.

## **F. Late Proposals**

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. Firm Offer**

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening bids arrives, offeror understands and agrees that they are 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 bids has passed.

\_\_\_\_\_ **(FSMC must initial and date here to show agreement)**

### **J. 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, Part P, Paragraph 4 of the Standard Terms and Conditions.

This is a competitive proposal (RFP) with a firm, fixed price with a price adjustment as designated within the conditions of this proposal.

### **K. Bid Protest**

An interested party may protest this solicitation or challenge the award or proposed award of the proposal. A protest challenging the terms of this solicitation must be filed before June 12, 2024. A protest challenging the award of a contract must be filed within 10 days of when a protester knows or should know of the basis of the protest. A protest must be filed in writing and sent to:

David Y. Gibson, Executive Director  
Ho'okāko'o Corporation  
1360 S. Beretania Street, Suite 204  
Honolulu, HI 96814  
[dgibson@hookakoo.org](mailto:dgibson@hookakoo.org)

The written protest must include the name, address, email address, and telephone of the protester and must reference "Ho'okāko'o Food Service Management Proposal, 2024-2025." The protest must include a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and establish the protester is an interested party for the purpose of filing a protest. The protester or its representative must sign the protest.

The SFA will acknowledge receipt of the protest and investigate to determine the appropriate course of action. The protester will be informed of any decision within 14 calendar days and has a right to appeal.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



### III. STANDARD CONTRACT TERMS AND CONDITIONS

#### A. Definitions

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

1. "Accounting Periods" means each month.
2. "Allowable Cost" means costs that are allowable under 2 CFR 200 and their Attachments, 7 CFR Part 210.
3. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Bid.
4. "Effective Date" means July 1, 2024
5. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. The fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
6. "FSMC's Bid" means Food Service Management Company's response to the RFP and Contract.
7. "General Provisions for Selected Items of Cost" refers to the meaning established in 2 CFR 200.420 – 200.475.
8. "Meal Equivalent" means a meal that is deemed to be provided by FSMC by dividing the total of cash receipts, other than from sales of National School Lunch Program meals, School Breakfast Program meals, After School Care Program and Summer Program meals, by the equivalency factor of \$5.9395 The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals.
9. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service. Per 7 CFR 210.16 (a)(5)&(6) school food authorities must retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims must retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.
10. "Hawaii Child Nutrition Programs (HCNP)" means the state agency for Child Nutrition Programs in Hawaii.
11. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
12. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
13. "Bid" means Food Service Management Company's response to the RFP and Contract.

14. "Retroactive Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve the SFA's food service operation, the amount of which depends on FSMC's performance during the current school year and related to a benchmark number mutually agreed upon by SFA and FSMC. Retroactive Incentive Fee may only apply to meals served in SFA's food service operation during the current school year. [Ex. If FSMC serves 1 - 999,999 meals during the school year, then FSMC will be paid \$1.00 for every meal served. But, if FSMC serves 1,000,000 meals or more, then FSMC will be paid \$2.00 for every meal served during the school year.]
15. "RFP" means SFA's Request for Proposal and Contract, and all of its attachments.
16. "Services" means the services and responsibilities of FSMC as described in this Contract.
17. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR § 210.2.
18. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year which is attached to this Contract as "Exhibit C" and fully incorporated herein.
19. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by the SFA to the FSMC for the provision of the food services as more fully described herein.
20. "SFA's Food Service Program" means the preparation and service of food to the SFA's students, staff, employees and authorized visitors, including the following programs: National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Care Program, Disaster Feeding, the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), the Fresh Fruit and Vegetable Program (FFVP), the Child and Adult Care Food Program (CACFP) and the a la carte food service.
21. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to the SFA's schoolchildren.
22. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which the SFA participates.
23. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

## B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect on July 1, 2024, and terminating on June 30, 2025, and may be renewed for four additional terms of one year each upon mutual agreement between the SFA and FSMC.
2. During the term of this Contract, the FSMC shall operate the SFA's Food Service Program in conformance with the SFA's agreement with the Hawaii Child Nutrition Programs (HCNP) and the SFA's Social Responsibility and Wellness Policy.
3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by the SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein.
4. The SFA shall indicate all possible child nutrition programs for possible inclusion in the initial and/or renewal contracts. Failure to indicate such programs may result in a material change.

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
  - Breakfast in the Classroom
  - Universal Breakfast
- After-School Care Program (ASP—NSLP)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO-NSLP)
- Child and Adult Care Food Program (CACFP)
- Fresh Fruit and Vegetable Program (FFVP)
- À la Carte
- Adult Meals
- Catering
- Contract Meals
- Vending [applies only to FSMC supplied vending machines]
- Concessions [applies only to concessions operated by FSMC]
- Disaster Feeding [Includes H1N1 and Hurricane Feeding]

5. FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
6. FSMC's operation of the SFA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of the SFA's students, faculty and staff.
7. SFA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, the monthly claim for reimbursement and Commodity Order Forms (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a][5])
8. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))
9. FSMC shall implement an accurate point of service count using the counting system provided by the SFA in its application to participate in the School Nutrition Programs and approved by HCNP for the programs listed in Section B, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8 (b).
10. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. The SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
11. SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.
12. Contract is to be a fixed fee only. The SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract.
13. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of HCNP and USDA regarding the School Nutrition Programs. The SFA cannot relinquish control of the program to the FSMC.
14. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
15. 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.)

16. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. The FSMC shall fully cooperate with the SFA in resolving review and audit issues, and the FSMC shall indemnify the SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from the FSMC's intentional or negligent acts.
17. SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations [7 CFR § 210.16(a)(3)] including USDA foods in accordance with 7 CFR 250.51(d). See appendix M for SFA-FSMC Monitoring Form.
18. FSMC shall maintain all records necessary, in accordance with applicable regulations, for the SFA, HCNP and USDA to complete required monitoring activities and must make said records available to SFA, HCNP, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c)(1))
19. FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC's overhead and administrative expenses if applicable to providing such services. USDA commodities shall not be used for these special functions unless SFA's students will be primary beneficiaries. Per 7 CFR 250.59(c) *Use of donated foods outside of the nonprofit school food service*. The school food authority should not use donated foods in meals or other activities that do not benefit primarily schoolchildren, such as banquets or catered events. However, as their use in such activities may not always be avoided (e.g., if donated foods are commingled with purchased foods in a single inventory management system), the school food authority must ensure reimbursement to the nonprofit school food service for the value of donated foods used in such activities. When such reimbursement may not be based on actual usage of donated foods (e.g., in a single inventory management system), the school food authority must establish an alternate method of reimbursement—e.g., by including the current per-meal value of donated food assistance in the price charged for the meal or other activity. These special services may require a separate food service account [7 CFR 210.14(c)] or may be charged to the General Fund to ensure the nonprofit food service account is used exclusively for the operation and improvement of the food service.
20. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications. No payment is to be made for meals that are spoiled or unwholesome at time of delivery, do not meet specifications, or requirements of the contract [7 CFR 210.16 (c)(3)]

21. SFA may request of the FSMC additional food service 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 Child Nutrition Programs. Any change to the scope of services to be provided by the FSMC that is beyond the scope or original intent of this RFP and Contract or involves a significant increase as approved by the State Agency will be considered a material change and may be required to be rebid.
22. All food and beverages sold to students the midnight before school starts until 30 minutes after school ends must meet USDA Smart Snacks requirements.
23. FSMC shall cooperate with the SFA in promoting nutrition education, health and wellness committee policies and coordinating the SFA's Food Service Program with classroom instruction.
24. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of HCNP and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 226, 245, 250, 252; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and Super Circular 2 CFR 200, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.
25. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
26. FSMC shall comply with all SFA building rules and regulations.
27. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.
28. SFA shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.
29. In the event that the RFP requires FSMC to provide management services for SFA's SP, the parties agree to operate the Program according to federal, state, and local regulations.
30. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. 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. Food Service**

1. FSMC shall serve meals on such days and at such times as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of the food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 2 herein.
4. In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
5. FSMC shall provide meals that meet the Traditional Food-Based menu-planning requirements per the Healthy Hunger Free Kids Act of 2010.
6. FSMC shall promote maximum participation in the Programs.
7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
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.
9. FSMC shall make meal accommodations 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 those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for food substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.
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 and student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority and 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)

#### **D. Use of Advisory Group/Menus**

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA wellness advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16[a][8])
2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as “Exhibit E” and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detail Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as “Exhibit B” and fully incorporated herein. At minimum, such Meal Specifications shall include: a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; the identity of all branded items that may be used in the meal; and 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. The winning FSMC will provide standardized recipes for all cycle menus.
3. FSMC must follow, as applicable:
  - a. the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP,
  - b. the 21-day menu cycle and Meal Specifications developed by SFA for the SBP,
  - c. the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program, and
  - d. the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program.
4. FSMC shall serve a la carte items that follow a 21-day menu cycle and that meet all state, federal School Nutrition Program and Smart Snack requirements. Additionally, SFA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include:
  - a. a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
  - b. the identity of all branded items that may be used in the meal; and
  - c. 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.



5. FSMC may not change or vary the menus after the first menu cycle (21 days) for the NSLP, SBP, ASP, Summer Program or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. 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, HCNP and USDA for review upon request. (7 CFR 210.16(b)(1))
6. FSMC must comply with SFA's local wellness and social responsibility policies. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

#### **E. Purchases**

1. The FSMC will procure 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.
2. For Fixed-Price Per Meal Contracts: FSMC will buy all food including the beginning inventory, exclusive of commodities, from SFA.
3. SFA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23, SFA must, whenever possible, purchase commodities and food products that are produced in the United States.
4. The availability of locally grown Hawaii products is expected by SFA. The farm to school relationship should be enhanced, encouraged and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the FSMC submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by FSMC to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price be paid to farmers to help make this important segment of our business sustainable. The State of Hawaii recommends SFAs attempt to meet the 30% local on the school meal plate by 2030.
5. Code of Conduct – The FSMC must have a written standard of conduct covering organizational conflicts of interest [2 CFR 200.318(c)(2)]
6. FSMC must have a written procurement plan (see HCNP website under NSLP procurement for example).

## F. USDA-Donated Foods

1. SFA shall retain title to all USDA-donated foods.
2. FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, and 225, as applicable.
3. SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
4. SFA shall ensure that FSMC has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))
5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management.
6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. 7 CFR § 250.52(c).
7. FSMC further agrees to accept and use all other donated foods in SFA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA-donated foods, in SFA's Food Service Program.  
SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.  
Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated commodities received for use in SFA's food service. Market value shall be the value in USDA's Web Based Supply Chain Management (WBSCM) at the time the USDA-donated foods are received by SFA. (7 CFR § 250.51(a))
8. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA-donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))

9. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.
10. FSMC shall credit SFA for the value of all USDA-donated foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA-donated foods contained in processed end products  
Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service. The market value is based on the value in USDA's Web System (WBSCM) at the time the USDA-donated foods are received by SFA.  
FSMC is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. (7 CFR § 250.13)
11. FSMC will comply with 7 CFR part 250 concerning storage and inventory management of USDA-donated foods. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods and ensure that its system of inventory management will not result in SFA being charged for USDA-donated foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods. At a minimum, the FSMC shall conduct a year-end inventory of USDA foods; the SFA may request more frequent inventory reporting, such as monthly, if warranted. An ending inventory is also required if termination is invoked by either party.
12. 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 food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. (7 CFR § 250.53(a)(10))
13. FSMC shall maintain records to document its compliance with requirements relating to USDA-donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11))
14. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. (7 CFR § 250.53(a)(12))
15. Pass Through Value- REBATE SYSTEM: If a processor is using the rebate system, inventory should be drawn down when the processor issues the rebate to the recipient. The rebate should be paid under the EPDS (End Product Data Schedules) price that is in effect at the time of payment. FNS cannot assume that the finished end product will be sold to an eligible recipient by the commercial distributor. The processor should not reduce inventory at the time of delivery to the commercial distributor. Refer to Memorandum FD-040: State

Processing; Commodity Inventory Reduction at Further Processors, dated January 12, 2005.

16. Any refunds, rebates, discounts and credits received from processors must be paid to the SFA for return to the nonprofit food service account.
17. The FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, SA, and USDA.

### **G. Employees**

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
2. Food Service Director and/or Manager. The FSMC will employ qualified professionals to manage and oversee the food service operation and to supervise all food service employees. The Food Service Director and Food Service Manager or the Food Service Director/Manager must meet and provide proof of meeting USDA Professional Standards requirements per USDA. <https://www.fns.usda.gov/cn/professional-standards>
3. Employees must meet USDA Professional Standards requirements for continuing education annually. FSMC will maintain training/continuing education records for each employee.
4. No 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 as set for in "Exhibit D", Chart 4 and the schedule of FSMC Employees attached to this Contract as "Exhibit H" and fully incorporated herein by reference. "Exhibit H" sets forth a list of FSMC food service position and the minimum qualifications acceptable to SFA for each position.
5. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
6. SFA is not sharing FSMC employees with other SFAs.
7. SFA shall have final approval regarding the hiring of Food Service Director, the highest ranking FSMC employee assigned to SFA's Food Service Program.
8. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food

Service Director. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.

9. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
10. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
11. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.
12. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
13. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
14. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
15. FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
16. All SFA and FSMC personnel assigned to the food service operation 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.
17. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
18. 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.

## **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. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
2. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.
3. 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. Commodities 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 commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's WEBSCM at the time the USDA-donated foods are received by SFA.
4. During the course of this Contract, title to all SFA food and supplies shall remain in SFA.
5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.

6. 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.
7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with SFA's agreement with HCNP.
8. FSMC shall provide SFA with keys for all food service areas secured with locks.
9. SFA shall provide FSMC with local telephone service.
10. SFA shall provide water, gas and electric service for the food service program.
11. 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.
12. SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.
16. FSMC shall comply with all SFA building rules and regulations.
17. 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 Non-profit Food Service Account.
18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.
19. Any equipment costing \$5,000 or more and not on the HCNP Approved Equipment list, must be approved in advance by the State Agency using HCNP's 0-10 form.
20. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

## I. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))
2. FSMC shall maintain all State of Hawaii and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
3. SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. FSMC shall comply with all State of Hawaii and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a)(7))
6. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
7. FSMC shall be responsible for cleaning food service equipment and small wares, kitchen floors, kitchen windows, kitchen light fixtures, kitchen walls and grease filters.
8. SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
9. FSMC shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
10. SFA shall be responsible for all regular food service related building maintenance.
11. FSMC shall clean the kitchen. (See Exhibit D, Chart 2, Designation of Program Expenses)
12. SFA shall provide regular cleaning service for dining hall walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
13. FSMC shall place kitchen garbage and trash in containers in designated areas as specified by SFA.
14. FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
15. SFA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
16. SFA to provide extermination services as needed.



17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
18. 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 the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
19. FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

**J. Financial Terms**

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

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

<b>MEAL EQUIVALENCY RATE</b>	
Lunch Rate	
Current Year Federal Free Rate of Reimbursement: (w/ 8cent)	\$ 5.64
Current Year Value of USDA Entitlement Donated Foods:	\$ 0.2995
Total Meal Equivalent Rate:	\$ 5.9395

***Award Criteria***

Proposals will be evaluated by a SFA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal. *Recipients must be selected to ensure*

*contracts are awarded to the responsible firm whose proposal is most advantageous to the program, with price as the primary factor, and other factors considered, 2 CFR 200.320 (d)(4). Determinations should be based on the offer per meal/meal equivalent/cost with the categories and assigned weights stated in the solicitation.*

**Weight Criteria**

SFA will use the following weighted criteria (total of 100 points which equals 100%) when comparing proposals.

- (55) points/% Price Cost (total cost of proposal submitted) **Note: must be primary consideration for evaluation**
  - (15) points/% Management Plan (demonstrates FSMC's plan and personnel for how services identified in the RFP are proposed)
  - (5) points/% Experience of FSMC, reference letters, etc. (included total business experience)
  - (5) points/% Financial Condition/Stability, Business Practices
  - (5) points/% Accounting and Reporting Systems
  - (5) points/% Personnel Management and Professional Standards Plan
  - (2.5) points/% Procurement in Child Nutrition Programs
  - (2.5) points/% Promotion/Marketing in School Food Service Program
  - (2.5) points/% Involvement of Students, Staff, and Patrons
  - (2.5) points/% Other criteria as specified; Annual reports or financial statements for the past fiscal year in the format of an "accountant's review" including notes to the financial statements.
- 100 points/% TOTAL

**While price is not the sole basis for contract award, price remains the primary consideration once the most qualified proposal is identified.**

Fixed price contracts must be awarded principally on the basis of price to the lowest responsive and responsible bidder.

The General and Administrative Expense and Management Fees may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, and National Food Eaten Away from Home. 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.

CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

4. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Snack Program and Summer Program meals served to children shall be determined by actual count; 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.
5. Payment Terms/Method: FSMC shall invoice SFA within 15 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
6. SFA shall make payment in accordance with state law; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account. Payment will be net 30 on a monthly basis.
7. 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.
8. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by HCNP.

#### **K. Books and Records**

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities per 7 CFR 210.17(c)(1) and shall submit monthly operating statements in a format approved by the SFA no later than the 7th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 14th day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
3. FSMC shall provide SFA with a year-end statement.
4. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
5. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-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)
6. Authorized representatives of SFA, HCNP, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
7. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.
8. FSMC shall be responsible for providing the SFA with, or calculating the non-program food cost and program revenue for compliance with 7 CFR 210.14(f). The FSMC must provide the information on product cost and revenue from the sale of non-program foods for the SA to confirm the SFAs compliance. The FSMC must provide food costs of reimbursable meals, food costs from non-program foods, revenue from non-program foods, and total revenue. Refer to HCNP's web site (<http://hcnp.hawaii.gov>) for the Non-Program Revenue Tool (also shown in Exhibit O of this document).

#### **L. 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 10 days written notice to FSMC.
2. Per 7 CFR 210.16(d), Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed

4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

In the event either party commits material breach of this Contract, Hawaii Child Nutrition Programs recommends that both parties attempt to resolve the breach of contract within 60 days before terminating the contract. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 60 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. 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 that 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, SFA may terminate this Contract immediately.

3. In the event that 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.
4. 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.
5. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
6. SFA is the responsible authority without recourse to USDA or HCNP 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.
7. Upon service ending by either contract 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 food service and with HCNP to ensure a smooth and timely transition to the replacement FSMC or SFA.

## M. 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 Hawaii. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
  - a. Comprehensive General Liability—includes coverage for:
    - 1) Premises—Operations
    - 2) Products—Completed Operations
    - 3) Contractual Insurance
    - 4) Broad Form Property Damage
    - 5) Independent Contractors
    - 6) Personal Injury\$5,000,000.00 Combined Single Limit.
  - b. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$1,000,000.00
  - c. Excess Umbrella Liability with a combined single limit of \$1,000,000.00
2. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
3. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
4. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.
5. FSMC contracts for Summer Food Services Program ONLY

Each food service management company which submits a bid over \$150,000 shall obtain a bid bond in an amount not less than five (5) percent nor more than ten (10) percent, as determined by the SFA, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.

Each food service management company which enters into a food service contract for over \$150,000 with a sponsor shall obtain a performance bond in an amount of ten (10) percent of the value of the contract, as determined by the State agency, of the value of the contract for which the bid is made. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$150,000.

Sponsors shall require the food service management company to furnish a copy of the performance bond and bid bond within ten (10) days of the awarding of the contract. Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570, which is available by calling (202) 512-1800, or by downloading at <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>.

No sponsor or State agency shall allow food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

#### Year-Round FSMC Contacts with SFA's

SFSP sponsors that are SFAs participating in the NSLP, under the Seamless Summer Option (SSO), have the option to comply with the NSLP procurement standards found in 7 CFR 210.21 in lieu of SFSP procurement standards in 7 CFR 225.17. State agency approval is not required to utilize this option. NSLP has comprehensive requirements in these areas and compliance with the NSLP requirements satisfies the intent of the corresponding SFSP requirements, therefore compliance to the bonding requirements in 7 CFR 225.15(m)(5)-(7) is not needed.

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

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). 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 that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA. 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 of SFA's obligations under this section are subject to SFA's obligations under Hawaii statutes 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 HCNP 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 reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. 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.

#### **O. Certifications**

FSMC shall execute and comply with the following Certifications:

- (i) Debarment Certification, which is attached to this Contract as Exhibit I and fully incorporated herein;
- (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein;
- (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein.



## P. Miscellaneous

1. Emergency Notifications.
  - i. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:
  - ii. Name [FSMC information]:
  - iii. Title:
  - iv. Telephone number:
  - v. Alternate telephone number:
  - vi. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to weather or other emergency situations.  
Notification will be provided to:
  - vii. Name [FSMC information]:
  - viii. Title:
  - ix. Telephone number:
  - x. Alternate telephone number:
  
2. Governing Law. This Contract is governed by and shall be construed in accordance with Hawaii 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 RFP and Contract, which includes the attached Exhibits and FSMC's proposal documents (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA's Request for Proposal and Contract and (ii) FSMC proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by HCNP.
  
5. Indemnity. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise

because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. FSMC accepts liability caused by FSMC negligence for claims assessed as a result of federal and state reviews and audits and for losses resulting from any loss, improper use or damage to USDA donated foods. This clause shall survive termination of this Contract.

6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability.
7. 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:
  1. To SFA: Paul Kepka, Kamaile Academy
  2. To  
FSMC: \_\_\_\_\_
  3. Copy to: Ho'okāko'o Corporation
  4. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. HCNP review. This Contract is not effective until it is approved, in writing, by HCNP.

## Modification Request

Any changes to this RFP document must be detailed here and submitted to HCNP for approval. No additional changes can be made to the RFP once it has been reviewed and approved by HCNP prior to solicitation.

Any modifications listed below as "Modification Item (#)" will modify the terms and conditions of this RFP document.

The SFA wishes to make the following changes (specify the appropriate section, subsection(s), page number, and modification).

**N/A: No modifications have been made to this RFP document. Terms and conditions of this RFP document will not be modified.**

**Modification Item 1**

Section	Subsection(s)	Page No.	Modification

**Modification Item 2**

Section	Subsection(s)	Page No.	Modification

**Modification Item 3**

Section	Subsection(s)	Page No.	Modification

**Modification Item 4**

Section	Subsection(s)	Page No.	Modification

**Modification Item 5**

Section	Subsection(s)	Page No.	Modification

**Q. AGREEMENT**

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

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

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

## EXHIBIT A

### SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

#### Food Service Location(s)

Kamaile Academy  
85-180 Ala Akau Street  
Waianae, HI 96792

#### Services Provided

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
  - Breakfast in the Classroom
  - Universal Breakfast
- After-School Care Program (ASP—NSLP)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO-NSLP)
- Child and Adult Care Food Program (CACFP)
- Fresh Fruit and Vegetable Program (FFVP)
- À la Carte
- Adult Meals
- Catering – Occasionally the SFA will request catering for school related activities/events such as parent/community/board meetings.
- Contract Meals
- Vending\* [applies only to FSMC supplied vending machines]
- Concessions\* [applies only to concessions operated by FSMC]
- Disaster Feeding\* [Includes H1N1 and Hurricane Feeding]

Note: Kamaile Academy does not currently participate in one or more of these programs, however, would like to reserve the option to do so in the future.

**EXHIBIT B**  
**PROGRAM MENU CYCLES**  
**MENU CYCLE FOR**  
**NATIONAL SCHOOL LUNCH PROGRAM**  
**2024-2025 School Year**

See attached cycle menus for lunch and breakfast.

The menu must be adhered to for the first 3 weeks (21 days) of meal service, and changes thereafter may be made upon approval of the SFA (7 CFR §210.16(b)(1)). Any changes must equal or exceed the choice selection, quality, grades and specifications contained in the original menu cycle.

These menus include self-serve fruit bar for breakfast and self-serve fruit and vegetable salad bar for lunch. Please review USDA MEMO CODE: SP 41-2019 <https://fns-prod.azureedge.us/sites/default/files/resource-files/SP41-2019os.pdf> for more information.

Breakfast Meals are Offer vs. Serve for: Grades Pre-K-12.  
Lunch Meals are Offer vs. Serve for Grades K-12  
Lunch Meals are pre-plated for: Pre-K (per USDA Pre-K Guidelines)

When requested by the SFA, the FSMC shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements FSMC shall be responsible for maintaining the proper temperature of the sack lunches

The SFA requires all utensils, napkins, plates and to-go lunch containers to be recyclable.

21 Day cycle menu in 7 CFR 210.16(b): The 21 day cycle menu should be developed by the SFA in accordance with the provisions of 210.10 to be used as a standard for the purpose of basing bids or estimating average cost per meal.

## Breakfast Cycle

Monday	Tuesday	Wednesday	Thursday	Friday
Vienna Sausage Scrambled Egg Brown Rice Fruit Juice	Cereal Bowl Crackers Applesauce	Corned Beef Hash Scrambled Egg Brown Rice Fruit Juice	Yogurt Rockin Ola Granola Strawberries	Grilled Cheese Apple Wedges
Mini Cinnis Fruit Slushie	Portuguese Sausage Scrambled Egg Brown Rice Fruit Juice	Pizza Stick Apple Wedges	Bagel w/Cream Cheese Banana	Pork Link Sausage Scrambled Egg Brown Rice Fruit Juice
Pork Sausage Patty Scrambled Egg Brown Rice Fruit Juice	Pancake Stick Strawberries	Quesadilla Apple Wedges	Turkey Bacon Scrambled Egg Brown Rice Fruit Juice	French Toast Sticks Fruit Slushie
Cereal Bowl Crackers Applesauce	Vienna Sausage Scrambled Egg Brown Rice Fruit Juice	Yogurt Rockin Ola Granola Strawberries	Corned Beef Hash Scrambled Egg Brown Rice Fruit Juice	Grilled Cheese Apple Wedges
Portuguese Sausage Scrambled Egg Brown Rice Fruit Juice	Mini Cinnis Fruit Slushie	Pizza Stick Apple Wedges	Pork Link Sausage Scrambled Egg Brown Rice Fruit Juice	Bagel w/Cream Cheese Banana
Pork Sausage Patty Scrambled Egg Brown Rice Fruit Juice	Pancake Stick Strawberries	Quesadilla Apple Wedges	Turkey Bacon Scrambled Egg Brown Rice Fruit Juice	French Toast Sticks Fruit Slushie
<p>All grains are whole grain-rich.            Meals include a choice of 1% unflavored or fat-free chocolate milk and a self-service Fruit Bar.  <b>THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER</b></p>				



## Wiki Breakfast Cycle

Monday	Tuesday	Wednesday	Thursday	Friday
Vienna Sausage Scrambled Egg Brown Rice	Omelet Brown Rice	Corned Beef Hash Scrambled Egg Brown Rice	Breakfast Sandwich	Grilled Cheese
Mini Cinnis	Portuguese Sausage Scrambled Egg Brown Rice	Pizza Stick	Bagel w/Cream Cheese	Pork Link Sausage Scrambled Egg Brown Rice
Pork Sausage Patty Scrambled Egg Brown Rice	Pancake Stick	Quesadilla	Turkey Bacon Scrambled Egg Brown Rice	French Toast Sticks
Omelet Brown Rice	Vienna Sausage Scrambled Egg Brown Rice	Breakfast Sandwich	Corned Beef Hash Scrambled Egg Brown Rice	Grilled Cheese
Portuguese Sausage Scrambled Egg Brown Rice	Mini Cinnis	Pizza Stick	Pork Link Sausage Scrambled Egg Brown Rice	Bagel w/Cream Cheese
Pork Sausage Patty Scrambled Egg Brown Rice	Pancake Stick	Quesadilla	Turkey Bacon Scrambled Egg Brown Rice	French Toast Sticks
<p>Meals include a choice of 1% unflavored or fat-free chocolate milk and self-service Grain/MMA options with Mandatory Fruit Bars. All grains are whole grain-rich. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER</p>				

### Lunch Cycle

Monday	Tuesday	Wednesday	Thursday	Friday
Pepperoni Pizza Baby Carrots	Teriyaki Meatballs Brown Rice Spinach Leaves	BBQ Rib Sandwich Tater Tots	Mac n Cheese WG Dinner Roll Green Beans	Kalua Cabbage Brown Rice
Chicken Tenders Brown Rice Cut Corn	Cheeseburger Crinkle Cut Fries	Pork Guisantes Brown Rice	Fried Chicken Brown Rice Steamed Broccoli	Spaghetti w/Meatsauce Garbanzo Bean Salad
Chicken Corndog Corn Cobblet  Edamame	Meatloaf WG Dinner Roll Whipped Potatoes	Breaded Pork Chop Brown Rice  California Blend	Chicken Sandwich Smiley Fries	Stew Luau Brown Rice
Cheese Pizza Baby Carrots	Beef Stroganoff Steamed Broccoli	Popcorn Chicken Brown Rice Green Beans	Meatball Sandwich Tater Tots	Chili w/Beans Brown Rice
Sloppy Joe Crinkle Cut Fries	Chicken Curry Brown Rice	Penne Alfredo WG Dinner Roll Cut Corn	Beef & Cheese Burrito Refried Beans Pico de Gallo	Pastele Stew Brown Rice
Rotini w/Meatsauce WG Dinner Roll  Edamame	Chicken Nuggets Brown Rice  California Blend	Salisbury Steak WG Dinner Roll Whipped Potatoes	Kalua Pork Sandwich Smiley Fries	Beef Stew Brown Rice

All grains are whole grain-rich.

Meals include a choice of 1% unflavored or fat-free chocolate milk and a self-service Fruit and Vegetable Bar offering all vegetable subgroups to meet weekly requirements.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

### Preschool Lunch Cycle

Monday	Tuesday	Wednesday	Thursday	Friday
Pepperoni Pizza Baby Carrots Orange Wedges	Teriyaki Meatballs Brown Rice Spinach Leaves Pineapple Chunks	BBQ Rib Sandwich Tater Tots Orange Wedges	Mac n Cheese Green Beans Fresh Fruit	Kalua Cabbage Brown Rice Diced Pears
Chicken Tenders* Cut Corn Fruit Cocktail	Cheeseburger Crinkle Cut Fries Orange Wedges	Pork Guisantes Brown Rice Fresh Fruit	Fried Chicken* Steamed Broccoli Sliced Peaches	Spaghetti w/Meatsauce Garbanzo Bean Salad Sliced Apples
Chicken Corndog Corn Cobblet  Apple Wedges	Meatloaf WG Dinner Roll Whipped Potatoes  Diced Pears	Breaded Pork Chop Brown Rice  California Blend Pineapple Chunks	Chicken Sandwich Smiley Fries  Orange Wedges	Stew Luau Brown Rice  Fresh Fruit
Cheese Pizza Baby Carrots Orange Wedges	Beef Stroganoff Steamed Broccoli Sliced Peaches	Popcorn Chicken Brown Rice Green Beans Sliced Apples	Meatball Sandwich Tater Tots Orange Wedges	Chili w/Beans Brown Rice Fresh Fruit
Sloppy Joe Crinkle Cut Fries Orange Wedges	Chicken Curry Brown Rice Fruit Cocktail	Penne Alfredo Cut Corn Diced Pears	Beef & Cheese Burrito Refried Beans Fresh Fruit	Pastele Stew Brown Rice Pineapple Chunks
Rotini w/Meatsauce WG Dinner Roll  Edamame Mandarin Oranges	Chicken Nuggets Brown Rice  California Blend  Sliced Apples	Salisbury Steak WG Dinner Roll Whipped Potatoes  Diced Peaches	Kalua Pork Sandwich Smiley Fries  Orange Wedges	Beef Stew Brown Rice  Fresh Fruit

All meals include 1% unflavored milk.

All grains are whole grain-rich

\*provides a half ounce of Whole Grain per serving.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER

**EXHIBIT C**  
**FOOD SERVICE BUDGET – FIXED-MEAL RATE**  
**KAMAILE ACADEMY**

**School Year                      2023 -2024**

1. FSMC will invoice monthly, payment terms are net 30 monthly.
2. The fee charged will cover all operational and administrative costs with no additional charges to the SFA.
3. The bid rate per meal must be calculated as if no USDA – donated commodities were available.

Revenues SY 2023-2024 through February 29, 2024 submitted to Hawaii Child Nutrition Programs:

Cash Sales:

Student Meal Sales	0.00
Adult Sales & 2nd meal	0.00
Catering Sales	0.00
Total Cash	0.00

State and Federal Reimbursement/Funding

NSLP	472,507.92
SBP	207,398.09

Commodities

Commodities Value	0.00
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SFA Employee responsible for submission of this budget data:

Name:             Dale Abe  
Telephone:        (808) 983-3835, x102

## EXHIBIT D

### FSMC Bid Proposal Response

1. FSMC Name:  
FSMC Contact Name:  
Telephone:  
Email:
2. Describe how the FSMC will assist the SFA in meeting the Offer vs. Serve requirements (packaging methods, etc.)
3. Describe how the process or model that the FSMC will use to eliminate waste in the Food Service Program.
4. Describe the process or model that the FSMC will use to increase student participation in the Food Service Program.
5. Describe any additional services or products the FSMC is offering.

Chart 1: Kamaile Academy Projected Enrollment for SY 2024-2025:  
985 students (including 50 PK students)

Chart 2: FSMC Personnel: (example)

- Food Service Director/Manager
- Cook III
- Cold Food Prep Helper
- Food Service Worker

Chart 3: Breakfast: 6:45 a.m. - 7:40a.m  
Wiki Breakfast: 9:00 a.m. - 9:30 a.m.  
Number of Breakfasts approximately 350 breakfasts/ day  
Lunch: Number of Lunches approximately 750 /day  
Time(s) 10:45 a.m .- 12:45 p.m.

Chart 5: SY 2023-2024  
Breakfast Price for Adult Meal: \$4.00  
Lunch Price for Adult Meal: \$5.40

Chart 6: Chart of Reimbursement Claims for Current and Prior School Years:

	<b>SY 22-23</b>	<b>SY 23-24 thru Feb 2024</b>
<b>SBP - Breakfast</b>		
No. of Breakfast Served	75,498.00	58,753.00
Reimbursement Rate	3.09	3.53
Sub Total	<u>233,288.82</u>	<u>207,398.09</u>
<b>NSLP - Lunch</b>		
No. of Lunch Served	122,773.00	83,778.00
Reimbursement Rate	5.10	5.64
Sub Total	<u>626,142.30</u>	<u>472,507.92</u>
<b>SFSP Breakfast</b>		
No. of Breakfast Served	77.00	0.00
Reimbursement Rate	3.05	
Sub Total	<u>234.47</u>	<u>0.00</u>
<b>SFSP Lunch</b>		
No. of Lunch Served	145.00	0.00
Reimbursement Rate	5.35	
Sub Total	<u>775.03</u>	<u>0.00</u>
<b>SSO Breakfast</b>		
No. of Breakfast Served	438.00	144.00
Reimbursement Rate	3.09	3.53
Sub Total	<u>1,353.42</u>	<u>508.32</u>
<b>SSO Lunch</b>		
No. of Breakfast Served	366.00	97.00
Reimbursement Rate	5.10	5.64
Sub Total	<u>1,866.60</u>	<u>547.08</u>
<b>After School Snack Program</b>		
No. of Snacks Served	12,232.00	12,454.00
Reimbursement Rate	1.26	1.52
Sub Total	<u>15,412.32</u>	<u>18,930.08</u>
<b>FFVP</b>	<u>67,735.73</u>	<u>30,425.64</u>
<b>Grand Total</b>	<u><u>946,808.68</u></u>	<u><u>730,317.13</u></u>

Chart 7: Kamaile Academy DRAFT School Calendar for 2024-2025

Kamaile Academy Public Charter School DRAFT - NOT OFFICIAL										
2024-2025 OFFICIAL SCHOOL CALENDAR										
Teachers' Work Year - 1st Semester: July 30, 2024 - January 6, 2025; 2nd Semester: January 7, 2025 - June 2, 2025										
Students' Work Year - 1st Semester: August 5, 2024 - December 20, 2024; 2nd Semester: January 7, 2025 - May 30, 2025										
Week	Student Days	Teacher Days	Su	M	T	W	Th	F	Sa	
	0	0								
			21	22	23	24	25	26	27	1st SEMESTER - 89 Student Days (Ends December 20)
1	0	4	28	29	30	31	1	2	3	July 22-24 New Teacher Induction
2	5	9	4	5	6	7	8	9	10	July 25-29 Staff ELT PD (pending site-based)
3	9	13	11	12	13	14	15	16	17	July 30: Teachers' First Day
4	14	18	18	19	20	21	22	23	24	July 30 - August 2: Teacher Work Days (no student days)
5	19	23	25	26	27	28	29	30	31	August 5: Students' First Day
6	23	27	1	2	3	4	5	6	7	August 16: Statehood Day
7	28	32	8	9	10	11	12	13	14	September 2: Labor Day
8	33	37	15	16	17	18	19	20	21	
9	38	42	22	23	24	25	26	27	28	
10	43	47	29	30	1	2	3	4	5	
11			6	7	8	9	10	11	12	October 7-11: Fall Break***
12	48	52	13	14	15	16	17	18	19	
13	53	57	20	21	22	23	24	25	26	
14	58	62	27	28	29	30	31	1	2	
15	62	66	3	4	5	6	7	8	9	November 5: Election Day
16	66	70	10	11	12	13	14	15	16	November 11: Veterans' Day
17	69	73	17	18	19	20	21	22	23	November 28: Thanksgiving
18	74	78	24	25	26	27	28	29	30	November 29: School Holiday
19	79	83	1	2	3	4	5	6	7	
20	84	88	8	9	10	11	12	13	14	
21	89	93	15	16	17	18	19	20	21	December 23-January 6: Winter Break***/****
22			22	23	24	25	26	27	28	2nd SEMESTER - 93 Student Days (Ends May 30)
23			29	30	31	1	2	3	4	December 25: Christmas
24	93	98	5	6	7	8	9	10	11	January 1: New Year's Day
25	98	103	12	13	14	15	16	17	18	January 6: Teacher Workday (no students)*
26	102	107	19	20	21	22	23	24	25	January 20: Dr. Martin Luther King Jr Day
27	107	112	26	27	28	29	30	31	1	
28	112	117	2	3	4	5	6	7	8	February 10-14: Institute Day
29	116	122	9	10	11	12	13	14	15	(One day with no students during the week.)
30	120	126	16	17	18	19	20	21	22	Date for each island TBD.)
31	125	131	23	24	25	26	27	28	1	February 17: Presidents' Day
32	130	136	2	3	4	5	6	7	8	
33	135	141	9	10	11	12	13	14	15	
34			16	17	18	19	20	21	22	March 17 - 21: Spring Break***
35	139	143	23	24	25	26	27	28	29	March 26: Kuhio Day
36	144	150	30	31	1	2	3	4	5	
37	149	153	6	7	8	9	10	11	12	
38	153	159	13	14	15	16	17	18	19	April 18: Good Friday
39	158	164	20	21	22	23	24	25	26	
40	163	169	27	28	29	30	1	2	3	
41	168	174	4	5	6	7	8	9	10	
42	173	179	11	12	13	14	15	16	17	
43	178	184	18	19	20	21	22	23	24	May 26: Memorial Day
44	182	188	25	26	27	28	29	30	31	May 30: Last Day for Students & Second Semester Ends**
45	182	189	1	2	3	4	5	6	7	June 2: Last Day for Teachers
	-2*		8	9	10	11	12	13	14	
	180	189**								

\*Teacher workday between semesters: Jan. 6 \*\*Commencement exercises: No sooner than May 23, 2025  
 \*\*\*For 10-month teachers - Intercession: Oct. 7-11; Recesses: Dec. 23-Jan. 3 and March 17-21  
 \*\*\*\*For 12-month teachers - Paid break days include the day after Thanksgiving: Nov. 29, and Winter Break: Dec. 23-Jan. 3  
 Educational Officer & Teacher Institute Days: February 10-14 (one day per island)  
 \*\*Instructional days shall be converted to a non-student day for school planning and collaboration.  
 \*\*The work year for teachers consists of 193 days. Teachers report to campus for 189 days and 4 additional days, converted to 27 hours, shall be scheduled contiguous to the teacher's work day. 21 hours are used for job-embedded professional development and 6 hours for training, planning and assessment, or teacher evaluation meetings.

Approved October 21, 2024

STATE HOLIDAYS: 2024-2025 SCHOOL YEAR

Statehood Day:	August 16, 2024
Labor Day:	September 2, 2024
Election Day:	November 5, 2024
Veterans' Day:	November 11, 2024
Thanksgiving Day:	November 28, 2024
Christmas Day:	December 25, 2024
New Year's Day:	January 1, 2025
Dr. Martin Luther King Jr. Day:	January 20, 2025
Presidents' Day:	February 17, 2025
Prince Jonah Kūhio Kalaninʻōle Day:	March 26, 2025
Good Friday:	April 18, 2025
Memorial Day:	May 26, 2025

## EXHIBIT E

### FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”) and Hawaii school nutrition policies and guidelines. Official US Grade Standards for all meal components are downloadable from <https://www.ams.usda.gov/grades-standards>.

- All USDA-donated commodities 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:

- In accordance with 87 FR 6984, February 7, 2022, for school year 2023-2024, for grades K-12, at least 80 percent of all grains offered over the course of a week must be whole grain-rich. The remaining 20% or less of grains, if any, must be enriched and measured in ounce equivalents using weights and/or volumes found in Exhibit A of the *Food Buying Guide for Child Nutrition Programs* (<https://foodbuyingguide.fns.usda.gov/>). A whole grain-rich product contains 50% or more whole grains by weight, with any remaining grains being enriched. For whole grain-rich requirements beyond school year 2023-2024, refer to 7 CFR 210.10 and 7 CFR 220.8.

Foods that meet the whole grain-rich criteria for the school meal programs contain 100% whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain.

Preschoolers must be offered whole grain-rich foods at least once per day.

- 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 Food Service 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 ability to melt; 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 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.
- At least two fluid milk types must be offered for the NSLP and SBP. For SY 2023-2024, schools may offer fat-free (unflavored or flavored) and low fat (1%) milk (unflavored or flavored) as part of the reimbursable meal for children in grades K-12. If schools offer flavored milk, unflavored milk must also be available at each meal service. Preschool students must be offered only unflavored milk (unless they are served *with* K-12 students). Operators of the National School Lunch Program and School Breakfast Program may offer flavored, lowfat milk (1 percent fat) for students in grades K through 12 and for sale as a competitive beverage. 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. For milk type requirements beyond school year 2023-2024, refer to 7 CFR 210.10 and 7 CFR 220.8.
- Buy American: All foods must be a product of Hawaii/USA per 7 CFR 210.21(d). Applicability to Hawaii: Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in

Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part. Applicability to Hawaii: see SP 38-2017 for additional guidance.

Vendor will comply with the Buy American requirement, which dictates that SFAs participation in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21,220.16). SFA's in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities, as determined by the SFA, to meet school meal program needs per 7 CFR 210.21(d)(3).

Ho'okāko'o Schools (1443-5), the School Food Authority, participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Programs meals. 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 (at least 51%) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21 (d).

- Geographical preference options, if applicable, in 7 CFR 210.21(g) are encouraged to be used in all bids to encourage Buying Hawaiian. g) Geographic preference. (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied; (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

See "Procuring Local Foods for Child Nutrition Programs" at <https://fns-prod.azureedge.us/sites/default/files/resource-files/June22F2SProcurementGuide508.pdf> for additional guidance.

- Shelf-stable, dried, and semi-dried meat, poultry, and seafood, such as beef jerky or summer sausage, are creditable as meat in the Child Nutrition Programs (CNPs). Crediting principles specified in SP 21-2019 must be followed: [https://fns-prod.azureedge.us/sites/default/files/resource-files/SP21\\_CACFP08\\_SFSP07-2019os.pdf](https://fns-prod.azureedge.us/sites/default/files/resource-files/SP21_CACFP08_SFSP07-2019os.pdf)

## EXHIBIT F

### Certificate of Independent Price Determination

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

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Name of Food Service Management Company      Name of School Food Authority

- A. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3.
  2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1. through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

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

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Signature of Food Service Management Company's Authorized Representative      Title  
Date

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

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Signature of School Food Authority's Authorized Representative      Title      Date

**NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT**

## EXHIBIT G

### Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

*In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.*

*FSMC shall comply with:*

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) *All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.*

(C) *Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

*(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*

*(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

*(F) Rights to Inventions Made Under a 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.*

*(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

*(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.*

*(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid 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.*

## EXHIBIT H

### SCHEDULE OF FSMC EMPLOYEES

#### Food Service Director/Manager

##### Typical Knowledge and Skills:

Knowledgeable and experienced in running a school food service program in accordance with federal and state laws to include such areas as overseeing day-to-day operations, planning menus, procuring food, ensuring food safety, keeping and maintaining records and completing required reports.

##### Typical Requirements:

- Education or Equivalent Experience: See “Standards for New School Nutrition Program Directors” <https://www.gpo.gov/fdsys/pkg/FR-2015-03-02/pdf/2015-04234.pdf>, Student Enrollment of 2,499 or less.
- Supervisor/Managerial Experience: Yes
- Function Specific Experience: 5-10 years of related work experience
- Certification Requirements: Sanitation

#### Cook III

##### Typical Knowledge and Skills:

Involved with the more complex requirements of the position. Applies some advanced cooking skills. May adapt procedures, processes, tools, equipment and techniques to meet the requirements of the position. Extensive working knowledge of food preparation. Requires complete knowledge of all kitchen equipment.

##### Typical Requirements:

- Education or Equivalent Experience: High School diploma or GED or equivalent experience
- Supervisor/Managerial Experience: None
- Function Specific Experience: 3 – 4 years of related work experience
- Certification Requirements: None

#### Cold Food Prep Helper

##### Typical Knowledge and Skills:

Applies basic skills and may develop advanced skills using tools and equipment appropriate for the position. Ability to effectively communicate and receive information in a manner easily understood by fellow employees.

##### Typical Requirements:

- Education or Equivalent Experience:
- Supervisor/Managerial Experience: None
- Function Specific Experience: No previous experience required
- Certification Requirements: None

## **Food Service Worker**

### Typical Knowledge and Skills:

Works under direct supervision and follows standard procedures and written instructions to accomplish assigned tasks.

### Typical Requirements:

- Education or Equivalent Experience:
- Supervisor/Managerial Experience: None
- Function Specific Experience: No previous experience required
- Certification Requirements: None



**EXHIBIT I**

**U. S. DEPARTMENT OF AGRICULTURE**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT I (Continued)

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

## **EXHIBIT I (Continued)**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT J**

**ANTI-COLLUSION AFFIDAVIT**

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; 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 bidder/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 contract pursuant to this bid.

\_\_\_\_\_  
Signed

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

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

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

## EXHIBIT K

### Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. 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 **[School] Independent School District** 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 **[School] Independent School District** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered 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

## EXHIBIT L

### Disclosure of Lobbying Activities

*Complete this form to disclose lobbying activities pursuant to 323 U.S.C 135*

*(See next page for public burden disclosure)*

*Approved by OMB*

<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. bid/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:          Year _____ Quarter _____          Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><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 style="text-align: center;">\$</p>	

**EXHIBIT L (Continued)**

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

**EXHIBIT L (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: _____ Date: _____</p>
<p><b><i>Federal Use Only:</i></b> <b><i>Authorized for Local Reproduction of:</i></b></p> <p>Standard Form – LLL</p>	



## EXHIBIT L (Continued)

### 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 1<sup>st</sup> 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., Invitation For Bid (IFB) number; Request For Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

## EXHIBIT L (Continued)

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

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

## EXHIBIT M

### SFA-FSMC Monitoring Form

Review Date: \_\_\_\_\_

Name of District and Site Monitored: \_\_\_\_\_

Menus and Service	Yes	Needs Improvement	N/A
Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? (Monitored during the first year of contract only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If changes were made to menus following the first 21 days of the contract, did the SFA approve them?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all menus been developed using the agreed upon menu planning system(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC only serving reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA retained control of the quality, extent, and general nature of its food service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are production records completed each day for all meals claimed for reimbursement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC following regulations concerning not selling restricted foods of minimal nutritional value in the food service areas during meal service periods (e.g., carbonated beverages, certain candies, water ices and chewing gum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Menus and Service</b> continued	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Are meals monitored after the last food or menu item is served/selected to ensure that only reimbursable meals are claimed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the foods purchased meet the quality specification standards indicated in the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>USDA Donated Foods</b>	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Does the SFA received credit for the value of USDA-donated foods, received during the school year or fiscal year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit for the value of donated foods was received through (circle all that apply):  Invoice reductions  Refunds Discounts  Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC provide clear documentation of the value received and of credit being recognized? (This includes crediting for the value of donated foods contained in processed end products.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the USDA Foods billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC contract outline the frequency by which crediting will occur and was that followed? (Crediting is to be performed at least annually.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA retain title to all USDA donated foods and ensure that all USDA donated foods are made available to the FSMC, including processed foods?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC use all donated foods, or commercially purchased foods of the same generic identity, of U.S.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

origin, and of equal or better quality than the donated foods in the SFA's food service?			
Does the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service without substitution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC have a written procurement plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC responsible for receiving donated foods on behalf of the SFA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Financial Accountability Procedures</b>	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The FSMC maintains records to support the Claims for Reimbursement, reports claim information to the SFA promptly at the end of each month, and has meal count records for meals not covered by the Claim e.g., adult meals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the food service daily income records accurately reflect the revenue received by meal type? (student meals, adult meals, a la carte, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC have a written code of conduct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA audited time reporting forms to assure only actual hours worked are billed to the SFA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are allowable costs paid from the nonprofit school food service account net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is the FSMC transparent in their identification of all rebates, discounts, and applicable credits, and the FSMC provides sufficient information to permit the SFA to identify allowable and unallowable costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all bills monitored to assure that the FSMC has not double-billed or included costs that are not allowed by the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Continued on next page.)

<b>Sanitation and Safety Procedures</b>	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Are facilities and equipment adequately maintained for safety and sanitation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do employees practice safe food-handling procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are State health licenses maintained as required by the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA assure that all State and local regulations are being met by the FSMC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Contractual Requirements</b>	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA has procedures in place to monitor the FSMC's contract compliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is documentation of monitoring is maintained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the FSMC staffing plan been approved by the SFA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have staffing plan been followed per the Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If "no," list what was delegated:			
FSMC's food service operations are monitored by the SFA through periodic on-site visits to ensure that the food service is in conformance with program regulations and that program review and audit findings are resolved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is documentation of monitoring maintained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all responsibilities of the sponsor and the FSMC been implemented as defined by the terms of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, explain.			

<b>Procurement Requirements</b>	<b>Yes</b>	<b>Needs Improvement</b>	<b>N/A</b>
Did the SFA follow the appropriate procurement procedures when awarding the FSMC contract including preparing all contract documents? (These documents include, but are not limited to, bid specifications, the RFP, the contract, and any contract amendments.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were there an adequate number of qualified RFP responses to permit reasonable competition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was the RFP publicized and any reasonable requests by other sources to compete were honored to the maximum extent practicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was the FSMC awarded the contract based on the SFA-provided mechanisms for technical evaluation of the proposals ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was the contract awarded to the responsible offeror whose proposal was the most advantageous to the SFA with price and other factors considered (with price as the primary factor)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>List Corrective Actions taken for all “Needs Improvement” items.</b>	<b>Date of Implementation</b>

Other Comments:

Signature of FSMC Representative:	Title:	Date:
Signature of SFA Official:	Title:	Date:



## EXHIBIT N

### Request for Proposal (RFP) - School Year

#### **For SFA use only**

***This checklist is for use with the State agency RFP template.***

***Do not submit this checklist to the FSMC.***

Make sure you have entered your specific information in the proper areas of the RFP template. The grayed areas should be completed by the SFA prior to submitting the RFP for State Agency (SA) approval. The RFP must be submitted to the SA for approval at least four weeks before you plan to release the RFP and publish it for responses. Make sure you allow adequate time to complete the advertising, review and award of your RFP in order to submit your proposed awarded contract to the SA at least one month prior to the proposed start date of the contract. All contracts require SA approval prior to execution. [7 CFR 210.16]

#### **Specifications must contain the following:**

- Type of Procurement Method (Competitive Sealed Bid or Competitive Proposal)
- Date of the Pre-Bid Meeting (if applicable)
- Date and Time that bids will no longer be accepted
- Contact Information
- Completed Evaluation and Scoring Criteria for contract award ('Price' being highest criteria)
- Contract Terms (dates of contract)
- Additional Information (if applicable)

- Check the boxes beside all the programs that will operate with this contract
- SFA position responsible for verifying free and reduced household applications
- Required FSMC activities for purchasing and inventory of USDA Foods
- Crediting process for commodities
- SFA position responsible for monitoring inventory, storage and record retention requirements for USDA Foods
- Projected number of full feeding days & school calendar
- Ownership of the Employees (employees retained by SFA or FSMC)
- SFA position responsible for monitoring the FSMC operations through on-site visits
- Party responsible for procuring goods and services under the proposed contract
- Insurance Requirements must be detailed - Comprehensive General Liability, Workman's Compensation, and Vehicle Insurance (SFSP, if applicable)
- Proposed beginning and end dates for SFSP and/or SSO (if applicable)
- Exhibits A-O (part of the RFP template)

## EXHIBIT O – Non-Program Revenue Tool



<b>Nonprogram Revenue Calculator</b>		
Enter the cost for reimbursable meal, cost of nonprogram food and total revenue		
<a href="#">Cost for Reimbursable Meal Food</a>		
<a href="#">Cost of Nonprogram Food</a>		
<a href="#">Total Food Costs</a>	\$	-
<a href="#">Total Nonprogram Food Revenue</a>		
<a href="#">Total Revenue</a>		
Minimum portion of revenue from nonprogram funds		0%
Minimum Revenue Required from the Sale of Nonprogram Foods	\$	-
Additional Revenue Needed to Comply	\$	-

\* Click on the hyperlink to view a definition of the term.