

**Monroe Public Schools  
Request for Proposal  
School Food Service Operation Management  
July 1, 2002 – June 30, 2003**

**March 21, 2002**

**Administration Building  
1275 North Macomb Street  
Monroe, Michigan 48162**

# GENERAL INFORMATION

## A. INTENT

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Monroe Public Schools, herein after referred to as the School Food Authority (SFA). The bidder or Food Service Management Company will be referred to as the FSMC and the contract will be between the FSMC and the SFA.

## B. PROCUREMENT METHOD

The contract awarded will be a cost reimbursable contract.

For a cost reimbursable contract the bid must be submitted in two parts: a guaranteed price per meal/meal equivalent and a presentation (either verbal or written). The guaranteed price per meal must be weighted as 51% of the evaluation criteria while the presentation may be weighted as 49%. Evaluation criteria and method are shown on Bid Point Calculator and Evaluation Criteria.

## C. BID SUBMISSION AND AWARD

1. Sealed bids/proposals are to be submitted to Mrs. Shawn Biddle, Accounting Supervisor, Monroe Public Schools, 1275 N. Macomb St., Monroe, MI 48162. Bids/proposals will not be accepted after 2:00 p.m. E.S.T. on Tuesday, May 7, 2002. Bid/proposal is to be submitted in a sealed envelope marked "Food Service Management Bid." Bidders are to supply one original and two copies of their bid/proposal.
2. The SFA reserves the right to reject any or all bids, if deemed to be in the best interest of the SFA.
3. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
4. Awards shall be made to the qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
6. If additional information is required, please contact Mrs. Shawn Biddle, Accounting Supervisor, at Monroe Public Schools, 1275 N. Macomb St., Monroe, MI 48162 or phone at 734-384-4564, fax at 734-457-0930 or email at [biddle@monroe.k12.mi.us](mailto:biddle@monroe.k12.mi.us)

**D. INCURRED COSTS**

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

**E. CONTRACT TERMS**

This contract shall be for a period of one year beginning on or about July 1, 2002 and ending June 30, 2003 with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.

**F. PRE-BID MEETING**

Interested bidders must attend to review the specifications, to clarify any questions and for a walk-through of the facilities with school officials on Friday, March 22, 2002 at 9:00 a.m. E.S.T. at the Administration Building, 1275 N. Macomb St. Attendance is required.

**G. LATE BIDS**

Any bid received after the exact time specified for receipt will not be opened or considered.

**H. BONDING REQUIREMENT**

Bid Guarantee: Bidder shall submit with his/her bid, a bid guarantee in the amount of five percent (5%) of the total bid price, which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashiers check or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids; and (b) to the successful bidder upon execution of such further contractual documents (i.e. insurance coverage) and bonds as may be required by the bid.

**I. GIFTS FROM FSMC**

The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**J. SELECTION OF MANAGER**

The SFA reserves the right to interview and approve the on-site food service manager.

**K. EMPLOYEES**

The current food service employees are FSMC employees who are unionized under UAW. It is the district's intent that the successful bidder will give the current FSMC's union employees the first opportunity to interview according to the union negotiated contract. Each FSMC must provide a detailed staffing chart. Please include in your staffing plan the number of employees (including all supervisory personnel) per school location, hours to be worked, hourly wage to be paid, and the cost of all benefits to be offered per employee.

Current FSMC employees will be interviewed by the successful FSMC.

**L. MEAL EQUIVALENTS**

For the purpose of making the meal count computation, the number of lunches/breakfasts served to children shall be determined by actual count. The FSMC and SFA shall determine meal equivalents by dividing the net a la carte and catering revenue by the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus donated foods. This equivalent factor will be used for the optional years of contract renewal (maximum of 4). The revenue shall include catering sales, adult meals and a la carte sales to students and adults **less sales tax**. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

**M. PAYMENT AND FEES**

The following definitions are provided to clarify cost included in the **administrative cost bid**:

Centralized company administrative cost, profit, data processing, generalized marketing, training of management in company specific areas, and legal fees.

The following definitions are provided to clarify **allowable direct costs**:

**Food** is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered and a la carte meals as specified under terms and conditions this includes the cost of commodity handling and warehousing charges.

**Labor** is defined as and limited to on-site employees responsible for the management, preparation, service, and clean-up of meals.

**Contracted Services** is cost incurred to pay for a service provided by another company. Typical cost would be; laundry services, pest control, and periodic maintenance services. Those costs normally recognized as a part of the FSMC administrative cost cannot be separately contracted for and charged to the SFA account.

**Transportation Cost** is cost incurred in operating a food service delivery vehicle. This would include gas, oil, tune-ups and minor repairs. Cost of the purchase of a vehicle would be a capital expense.

**Non-food Expenses** are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. Products embossed with the FSMC logo are not to be considered allowable direct cost items.

**Cost of Capital Equipment** is the cost of purchasing equipment and installation of equipment exceeding \$5,000 which has had prior approval by the SFA.

Goods purchased become the property of the SFA, should not be company specific and must be used solely to benefit the SFA. Reimbursement for cost of goods will be the actual purchases as documented by invoices less all discounts and rebates taken by the company. Where rebates are not made directly to the FSMC without designation to specific FSMC accounts, the FSMC will prorate the discount and credit the SFA.

## STANDARD TERMS AND CONDITIONS

### I. SCOPE AND PURPOSE

- A. The Food Service Management Company ("FSMC") shall operate in conformance with the School Food Authority's ("SFA") Agreement with the Michigan Department of Education SM-4458 and attachments.
- B. The FSMC, as an independent contractor, shall have the exclusive right to operate the National School Lunch Program ("NSLP"), and/or School Breakfast Program ("SBP"), and/or Special Milk Program ("SMP").
- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty and staff.
- E. 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, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA food service account. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16(c) and OMB Circular A-102, Attachment O, Section 12.
- F. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture ("USDA") regarding each of the Child Nutrition Programs covered by this contract.
- G. The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk and a la carte prices. Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.
- I. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc, as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, and labor; plus a mutually agreed upon mark up and the FSMC overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.

- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- K. The FSMC shall comply with the rules and regulations of the MDE and the USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 245, and 250 and 225, if applicable; and Food and Consumer Services instruction and policy, as applicable.
- L. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular 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 substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Consumer Services, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

## II. SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement, SM-4458 and attachments, to participate in the NSLP and/or SBP and/or SMP, including but not limited to the Yearly Report SM4012 (A and/or R), Application Renewal SM 4458R, the Verification of Application Form SM4015, and letters to the MDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement, SM-4012SL.

## III. FREE AND REDUCED PRICE MEALS POLICY

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the Child Nutrition Programs and approved by the MDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under 7 CFR Part 245.8.
- C. The SFA shall be responsible for the development, distribution and collection of the parent letter and application for free and reduced price meals and/or free milk.
- D. The Public School SFA shall be responsible for requesting a direct certification list from the MDE each year for use to determine eligibility for free meals without obtaining an application from the parent/guardian.
- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 CFR 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.

- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.
- G. The SFA shall be responsible for verifying applications for free and reduced price meals as required by federal regulations.

#### IV. USDA DONATED FOOD

- A. Any USDA donated food received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's non-profit school food and shall be fully utilized therein.
- B. The SFA shall retain title to all USDA donated food.
- C. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated food on behalf of the SFA.
- D. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated food.
- E. The FSMC shall select, accept and use USDA donated food in as large quantities as may be efficiently utilized in the SFA's non-profit food service, subject to approval of the SFA.
- F. The FSMC shall account for all USDA donated food separately from purchased food. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA donated food. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of the USDA donated food.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated food is used solely for the benefit of the SFA.
- H. **This is a cost-based contract**, the FSMC must provide the district with a copy of the quarterly *Recipient Entitlement Balance Report* from MDE. The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and are to be based on the USDA commodity file prices pertinent to the time period. This information is available from the Michigan Department of Education, Commodity Distribution Unit.

#### V. HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16(c).

## **VI. MEALS**

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP and/or NSLP.
- D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
- E. The FSMC shall serve reimbursable lunches and breakfasts pursuant to the NSLP where indicated on the enclosed "*The ✓ Services below...*" form.
- F. The FSMC shall serve reimbursable milk pursuant to the SMP where indicated on the enclosed "*The ✓ Services below...*" form.
- G. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- H. The FSMC shall provide the specified types of service in the schools/sites listed in "*The ✓ Services below...*" form which is hereby in all respects made a part of this contract.
- I. The 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.
- J. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

## **VII. BOOKS AND RECORDS**

- A. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than fifteen (15) calendar days of the succeeding month in which services were rendered; participation records shall be submitted in a timely manner to facilitate claims submission no later than the tenth (10th) day of the succeeding month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly as well as performing random audits on smaller expense categories.



- D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
- E. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- F. If audit findings regarding the FSMC's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
- F. The FSMC shall not remove state or federal required records from SFA premises upon contract termination.

### VIII. EMPLOYEES

- A. The SFA shall have final approval authority regarding the hiring of the FSMC's site manager.
- B. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, with the exception of the site manager. The FSMC shall also be responsible for the hiring and termination of non- management staff who are employees of the FSMC.
- C. The FSMC shall provide Workers' Compensation coverage for its employees.
- D. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- E. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- F. Staffing patterns, with the exception of the site manager, shall be mutually agreed upon.
- G. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- H. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
- I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner, which is detrimental to the well-being of the students.

- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.

#### **IX. MONITORING**

- A. The 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.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the Auditor General, the USDA, the MDE, and the SFA upon request for the purpose of auditing, examination and review.

#### **X. USE OF ADVISORY GROUP/MENUS**

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board comprised of students, teachers, and parents to assist in menu planning.
- B. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for NSLP, and/or SBP, included in the request for bid/proposal. Any changes made by the FSMC after the first twenty-one (21) day menu for the NSLP and/or SBP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

#### **XI. USE OF FACILITIES, INVENTORY, EQUIPMENT & STORAGE**

- A. The SFA will make available without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The 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.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA, including but not limited to, silverware, trays, chinaware, glassware, kitchen utensils. This will be performed at the beginning of the contract and at the beginning of the school year if the renewal option is utilized.
- D. The 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 the SFA.

- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage practices, inventory and control of USDA donated foods in conformance with the SFA's agreement with the Michigan Department of Education.
- G. The SFA shall provide the FSMC with local telephone service.
- H. The SFA shall furnish and install any equipment an/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- I. The 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 the FSMC.
- J. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- K. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- L. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- M. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- N. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- O. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment & commodities owned by the SFA.
- P. The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings in good repair and condition.
- Q. The FSMC shall surrender to the SFA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.

## **XII. PURCHASES**

- A. The FSMC shall purchase all food and non- food commodities at the lowest price possible consistent with maintaining quality standards.
- B. The SFA shall receive any discounts or rebates for purchases made on their behalf.
- C. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

## **XIII. SANITATION**

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the *Cost Responsibility Detail Sheet*.
- D. The 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 the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

## **XIV. LICENSES, FEES & TAXES**

- A. The 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; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

## **XV. NON-DISCRIMINATION**

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

**XVI. EMERGENCY CLOSING**

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

**XVII. TERM & TERMINATION**

- A. This contract shall become effective on July 1, 2002 and terminate on June 30, 2003 with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.
- B. The SFA or the FSMC may terminate the contract for cause by giving a sixty (60) day written notice.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

**XVIII. NON-PERFORMANCE BY FSMC**

- A. In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay the SFA the full amount of any meal over claims, which are attributable to the FSMC's negligence, including those over claims based on review or audit findings, which occurred during the effective dates of original and renewal contracts.

**XIX. CERTIFICATIONS**

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.

- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.
- F. The FSMC **has signed** the Certification of Independent Price Determination, which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- G. The FSMC **has signed** the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- H. The FSMC **has signed** the Certification Regarding Clean Water and Air which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- I. The FSMC **has signed** the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.

## XX. MISCELLANEOUS

- A. This contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Michigan.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract**.
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This response to the RFP and any riders, addenda or appendices thereto constitutes the entire contract between the SFA and the FSMC.
- F. 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 (eg. food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- G. 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 contract and bid specifications.
- H. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- I. This contract is subject to review and approval by the Michigan Department of Education, Food and Nutrition unit.

# AGREEMENT PAGE

This bidder certified that he/she shall operate in accordance with all applicable State and Federal regulations.

The bidder certified that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein

This Agreement 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 Agreement to be signed by their duly authorized representative the day and year.

**ATTEST:**

**SCHOOL FOOD AUTHORITY:**

**MONROE PUBLIC SCHOOLS**

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**ATTEST:**

**FOOD SERVICE MANAGEMENT COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date