



# Breakthrough Public Schools

Village Preparatory School, Village Preparatory School Woodland Hills, Village Preparatory School Willard, Citizens Academy Southeast, Citizens Leadership Academy East

## Food Service Management Company Request for Proposal and Contract

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### OUR SCHOOLS

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**E Prep & Village Prep Cliffs**  
1417 E 36th Street

**E Prep & Village Prep Woodland Hills**  
9201 Crane Avenue

**E Prep & Village Prep Willard**  
9401 Willard Avenue

**Citizens Academy Glenville &  
Citizens Leadership Academy Glenville**  
12523 Woodside Avenue

**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
15700 Lotus Drive

# Table of Contents

<b>General Information</b> .....	3
<b>Standard Terms and Conditions</b> .....	9
I. Scope and Purpose .....	9
II. Designation of Program Expenses .....	13
III. Signature Authority .....	16
IV . Free and Reduced Price Meals Policy . .....	16
V. Donated foods .....	16
VI. Food Safety .....	18
VII. Meals .....	18
VIII. Books and Records .....	20
IX. Employees.....	21
X. Monitoring.....	22
XI. Menus.....	23
XII. Use of Facilities, Inventory, Equipment, and Storage .....	23
XIII. Purchases.....	24
XIV. Sanitation.....	25
XV. Licenses, Fees, and Taxes.....	25
XVI. Emergency Closing.....	26
XVII. Terms, Nonperformance, and Termination .....	26
XVIII. Confidentiality,Trade Secrets, and Proprietary Information .....	27
XIX. Insurance .....	28
XX. Certifications and assurances .....	29
XXI. Non-Discrimination.....	32
XXII. Miscellaneous.....	32
 <b>Agreement Page</b> ....	 35
 <b>List of Contract Attachments</b> .....	 36
Attachment 1: SFA Site/Building Listing - General Data and Price Schedule .....	37
Attachment 2: SFA Site/Building Listing - Services to be Provided .....	39
Attachment 3: Site Average Daily Participation Worksheets.....	40
Attachment 4: District Calendar .....	42
Attachment 5: Minimum Food Specifications .....	43
Attachment 6: Program Menus .....	44
Attachment 7: Labor Worksheet-FSMC .....	46
Attachment 8: Fringe Benefit Cost Worksheet- FSMC .....	48
Attachment 9: Projected Operations – Revenue .....	50
Attachment 10: Projected Operations – Expenses .....	51
Attachment 11: Certification of Independent Price Determination and Non-Collusion.....	52
Attachment 12: Certification Regarding Lobbying .....	53
Attachment 13: Disclosure of Lobbying Activities .....	54
Attachment 14: Unallowable SFA-FSMC Contract Document Provisions .....	57

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## General Information

**A. Definitions.** For purposes of this contract, the following definitions apply:

Applicable credits shall have the meaning established in 2 CFR 200 and USDA implementing regulations 2 CFR 400 and 415.

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with a SFA.

Cost reimbursable contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.

Fixed fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract. The fixed fee can be expressed either as a fixed amount or as a cost per meal.

Food service management company [FSMC] means a commercial enterprise, nonprofit organization, or public institution that is, or may be, contracted with by a recipient agency to manage any aspect of a recipient agency's food service, in accordance with 7 CFR 210, 225, or 226.

OON means the Ohio Department of Education and Workforce, Office of Nutrition

OON Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

School food authority [SFA] means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.

**B. Intent.** This solicitation is for the purpose of entering into a contract for the operation of a food service program for Breakthrough Public Schools (Village Preparatory School, Village Preparatory School Woodland Hills, Village Preparatory School Willard, Citizens Academy Southeast, Citizens Leadership Academy East), hereinafter referred to as School Food Authority (SFA). The proposer will be referred to as Food Service Management Company (FSMC), and the contract will be between FSMC and SFA. The services to be provided by the FSMC shall include such services which are necessary and reasonably inferable to be required or useful in providing the services, even if such services are not explicitly specified in this RFP.

**C. Procurement method.** Procurement shall be executed through submission of sealed proposals.

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**D. Pre-proposal conference.** A meeting with interested proposers to review the specifications; to clarify any questions; and for a walk-through of the facilities with school officials will be held as follows. Attendance is optional.

School	Address	Date	Time
Village Preparatory School (Cliffs) - 011291	1417 E 36th St Cleveland, OH 44114	02/11/2025	11:30 AM
Village Preparatory School Woodland Hills - 013034	9201 Crane Ave Cleveland, OH 44105	02/11/2025	8:30 AM
Village Preparatory School Willard - 015722	9401 Willard Ave Cleveland, OH 44102	02/11/2025	7:30 AM
Citizens Academy Southeast - 015261	15700 Lotus Dr Cleveland, OH 44128	02/11/2025	9:30 AM
Citizens Leadership Academy East - 016843	12523 Woodside Ave Cleveland, OH 44108	02/11/2025	10:30 AM

1. **Questions for pre-proposal conference.** Submit questions regarding the RFP in writing by 12 Noon EST on January 31, 2025 to Matt Sattler, Chief Operating Officer via E-mail at MSattler@breakthroughschools.org SFA will acknowledge receipt of questions no later than 3:30 pm EST on February 6, 2025.
  - a. Questions submitted prior to the Pre-Proposal Conference will be answered at a virtual Pre-Proposal Conference on February 18, 2025 at 9:30 AM
  - b. Questions from the floor at the Pre-Proposal Conference must also be presented in writing.
2. **Written communication** will override any verbal communication that takes place during the process between any FSMC and SFA.

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**E. Proposal submission and award.**

1. Proposals are to be submitted by 12:00 pm (noon) EST on March 14, 2025 to:

Name of Agency: Breakthrough Public Schools  
Mailing Address: 3615 Superior Ave. Suite 4403A  
Physical Address: 3615 Superior Ave. Suite 4403A  
City/State/Zip: Cleveland, OH 44114  
Attention: Matt Sattler, Chief Operating Officer  
2025 Food Service Management Company RFP

Proposals will not be accepted after this time. Proposal is to be submitted in an envelope marked **Food Service Management Proposal Attention: Matt Sattler, or emailed as an attachment with the subject of the email "Food Service Management Proposal" to Matt Sattler at MSattler@breakthroughschools.org**. SFA reserves the right to retain all proposals for a period of at least sixty (60) days.

2. Evaluation of proposals is expected to begin on March 17, 2025 and be completed by March 31, 2025. Negotiations with selected FSMC will begin following evaluation. The projected award date for the contract is April 8, 2025. These dates are subject to change based upon the number and nature of received proposals, OON approval process, and any unforeseen factors.
3. SFA reserves the right to waive minor irregularities or informalities in the proposal process and to reject any or all proposals if deemed to be in the best interest of SFA.
4. To be considered, each proposer must submit a complete response to this solicitation using the forms provided/in the requested format. There may be no material modification to the contract language.
5. Award shall only be made to a responsible proposer whose proposal is responsive to this solicitation. A responsible proposer is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. The SFA is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the SFA is unable to negotiate a satisfactory contract with the selected firm, the SFA may terminate negotiations with that firm and enter into negotiations with other firms submitting a proposal.
6. Proposers 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 proposer's own risk, and the proposer cannot secure relief on the plea of error. SFA is not liable for any cost incurred by the proposer prior to the signing of a contract by all parties. Paying FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.
7. If additional information is required, please contact Matt Sattler at MSattler@breakthroughschools.org

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**F. Late proposals.** Any proposal received after the exact time specified for receipt in Section E will not be considered.

**G. Award criteria.** Proposals will be evaluated by a committee against the following criteria. Each area of the award criteria must be addressed in detail in the proposal.

Weight		Criteria
40	points	Cost
30	points	Compliance & Desired Criteria
30	points	References <ul style="list-style-type: none"> <li>● Demonstrated ability of the FSMC to promote, generate interest, and to maximize participation in a school food service program);</li> <li>● Qualifications of on-site manager (as demonstrated by technical training, education, experience, and references);</li> <li>● Location, availability and accessibility of personnel to support the services, including demonstrated ability to provide substitute personnel to fill vacancies due to absence</li> </ul>
<b>100</b>	<b>points</b>	<b>TOTAL</b>

All bidders must provide answers to the following questions, typed on 8 1/2 x 11 inch paper, in the order below. Attachments to the questionnaire answers should reference the question number.

Please note that all awards are based on funding availability and the assumption that all schools listed will be utilized during the fiscal year.

**A. GENERAL QUESTIONS**

1. Provide the full name and address of your organization
2. Contact person for information concerning this offer: name, title, phone, email address.
3. What form of business is your organization (e.g. proprietorship, partnership, and corporation) and is your organization local only, statewide or nationwide?
4. How long has your organization provided food services?
5. List all the names under which this company has operated in the last ten years in the State of Ohio.
6. How many employees work for your organization in the greater Cleveland area?
7. Describe your organization’s requirements for food handler employment and training.
8. Does your organization hold contracts with other organizations for food service that might result in delay of delivery if they weren’t able to provide the necessary services?
9. What is your largest account? Please provide the number of locations and total students served.

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10. How many students did you serve LUNCH, in the state of Ohio, on an average day during the 24-25 school year?
11. Provide copies of certificates and licenses required by the State of Ohio, City of Cleveland, and any other governing body having jurisdiction over food preparation and service.
12. Do you currently have any investigations pending by or on behalf of a government entity or other licensing entity?
13. Have you had investigations by or on behalf of a government entity or other licensing entity in the past?

\*If the answer to question 12 or 13 is yes, please provide copies of relevant paperwork.

- B. COST/PRICE (40 POINTS)** Provide the cost for the food service program services. Review Attachments 7,8,10
- C. COMPLIANCE WITH DESIRED CRITERIA (30 POINTS):** Describe in detail how the Meals provided will comply with the National School Lunch Program/School Breakfast Program and the specifications included in the RFP. Please consider including information regarding commodities and the sources of food used, sample menus (Attachment 6) , sample production records, sample standardized recipes (preferably in U.S. Department of Agriculture's format), ordering schedule, menu planning systems, quality assurance processes, delivery procedures, systems in place to respond to federal and Ohio Department of Agriculture compliance audits, etc.

In addition, the Breakthrough Schools will evaluate vendors based on their ability to comply with the following desired criteria. Please answer yes or no for the statements below. Partial credit may be awarded based on comments from the bidder.

1. Vendor can provide allergy safe meals at no additional cost to accommodate most commonly diagnosed allergies (gluten, dairy, etc.).
2. Vendor utilizes recyclable paper goods (no styrofoam) to cut down on waste accumulation.
3. Vendor can provide hot breakfast up to five times per week, if requested by SFA.
4. Vendor offers an online ordering system to include reports for download (i.e. order history).
5. Menus and nutritional information are available on a public website (no login required) that the school can share with families.
6. Fresh fruits offered four (4) of five (5) days per week for lunch; juice is not an equal replacement.
7. Raw vegetables and other cold items served cold should be packed separately.
8. Vendor meals are compliant with the State of Ohio Offer vs. Serve requirements.
9. Vendor can provide hot lunch five days per week, unless a special request is made by school for cold lunch in the event of a field trip, appliance outage, etc.
10. Delivery of items will occur before 10:00 AM on the morning before the day of service. Missing products must be delivered prior to 6:30 AM on the day of service.
11. SFA and successful bidder after the contract is awarded.
12. Vendor offers volume discount for contracting with multiple schools
13. Vendor can provide marketing and compliance-related posters and signage.

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14. Vendor has ability to loan equipment, such as milk-coolers, to school as needed.

- D. **CONTRACTOR FINANCIAL STABILITY:** Breakthrough desires to partner with a vendor whose financial stability will ensure continued food service for its scholars throughout the contracted school years. To that end, please provide your most recent audited financial statements (balance sheet, income statement, statement of cash flows) along with a copy of the accompanying auditors' letter, as part of your bid response. If you can also offer guarantees of continuous service, or any other proof, please include them. If, in Breakthrough's sole judgement, a bidder does not appear financially stable for the 2024-2025 school year, that bid will be deemed ineligible.
- E. **REFERENCES (30 POINTS)** Describe in detail the type of services provided for other organizations. List at least three of these organizations, along with contact information (email addresses msu be provided)
- F. **STAFFING MATRIX (USED TO ENSURE CONSISTENCY IN BID EXPECTATIONS)** Vendor to provide anticipated staffing matrix (number of employees per location, number of hours per employee per week) in order to accommodate the anticipated numbers of meals
- G. **PROOF OF INSURANCE** Please attach proof of insurance.

**H. Awarded contract.**

- 1. **OON Review.** 7 CFR 210.19 requires OON to review each contract between any SFA and FSMC annually to ensure compliance with program regulations. Regulations require OON's approval of each contract and renewal year amendment before the contract is executed. OON is not a party to any contractual relationship between any SFA and FSMC. OON is not obligated, liable, or responsible for any action or inaction taken by any SFA or FSMC based on this contract. OON's review of the contract is limited to assuring compliance with federal and state procurement requirements. OON does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

All costs resulting from contracts that do not meet the requirements of 7 CFR 210 are unallowable nonprofit school food service account expenses. When SFA fails to incorporate OON required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

**2. Prohibited Items.**

- a. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.

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- b. FSMCs may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving a FSMC. This prohibition would be effective in any situation where SFA conducts its own procurement or where FSMC procures products on behalf of SFA (reference FNS Instruction 1998-SP-25).
3. **Execution.** After the complete RFP/contract is approved by OON, the contract must be signed by all local parties. Changes or amendments are not valid unless approved in writing by OON prior to execution.

## Standard Terms and Conditions

### I. Scope and Purpose

**A. Duration of Contract.** This contract shall be for a period of up to three (3) years, beginning on August 1, 2025, and ending on July 31, 2028, with one (1) renewal of one (1) year each with mutual agreement between SFA and FSMC. SFA reserves the right to accelerate the commencement of the contract to July 1, 2025 and end the contract on June 30, 2028

**B. Independent contractor.** FSMC shall be an independent contractor and not an employee of SFA. The employees of FSMC are not employees of SFA. FSMC also acknowledges and understands that to the extent that applicable law requires that employee and/or employer contributions be paid into a state retirement system (e.g. the School Employees Retirement System) based on the services rendered under the agreement and the compensation paid to FSMC's employees or other service providers, FSMC shall: (i) cooperate with the SFA and the applicable retirement system to enroll the employees providing service as members in the retirement system and to otherwise comply with all applicable requirements of the law; and (ii) promptly and timely remit payment to the SFA for all employee and employer contributions, charges and surcharges along with such necessary reports and information as may be necessary or required by the SFA so that the SFA in turn may timely process and remit such payments to the retirement system. FSMC shall indemnify and hold SFA harmless from any liability, costs and damages, including but not limited to, any interest on any contributions, penalties and other costs, resulting from the FSMC's failure to comply with the requirements of this Article.

**C. Permanent agreement.** FSMC shall operate in conformance with SFA's Permanent Agreement/Policy Statement with OON.

**D. Scope of operations.** Only the programs checked below will be included in the awarded contract. The programs checked below shall be the same as those listed in Attachment 2. If a program is added later, the appropriate procurement procedures must be followed.

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- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> A la carte Sales    |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)       | <input type="checkbox"/> Adult Meals         |
| <input type="checkbox"/> After School Care Snack Program (ASCSP)         | <input type="checkbox"/> Catering            |
| <input type="checkbox"/> Summer Food Service Program (SFSP)              | <input type="checkbox"/> Contract Meals      |
| <input type="checkbox"/> Special Milk Program (SMP)                      | <input type="checkbox"/> Vending/Concessions |

FSMC shall have the exclusive right to operate the above program(s) at the sites specified by SFA in Attachment 2 except where the SFA has an exclusive agreement with a beverage and/or vending company.

**E. Program beneficiaries.** The food service provided shall be operated and maintained as a benefit to SFA's students, faculty, and staff.

**F. Nonprofit food service account.** All income accruing as a result of payments by children and adults, federal reimbursements, and all other sources (including, but not limited to, donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans) shall be deposited daily in SFA's nonprofit food service account. Any profit or guaranteed return shall remain in SFA's nonprofit food service account. SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

**G. Nature of contract.** 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 as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.

**H. Responsibility for the program.** 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 OON and USDA regarding each of the CNPs covered by this contract. This shall not be construed as releasing the FSMC for its failure to perform its services as are required under the agreement with the SFA.

**I. Establishing prices.** N/A; Sites are Community Eligibility Provision (CEP).

**J. Additional services.** FSMC shall cooperate with the SFA in the analysis and evaluation of the establishment of a centralized kitchen, within the SFA's existing facilities or at a yet to be determined location. SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after SFA's regularly scheduled lunch or breakfast periods, provided such service is not prohibited by federal program regulations. Any additional food service that is a material change to the contract and/or involves a total cost of \$150,000 or more must be approved by OON and be competitively procured.

**K. Nutrition education.** FSMC shall cooperate with SFA in promoting nutrition education and coordinating SFA's food service with classroom instruction.

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**L. Regulatory compliance.** FSMC shall comply with the rules, regulations, policies, and instructions of OON and USDA and any additions or amendments thereto, including 7 CFR 210, 220, 225, 245, and 250, as well as 2 CFR 200, 400, and 415 as applicable.

**M. Allowable costs.**

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA. When submitting costs to SFA for payment, FSMC must either:
  - a. Identify the amount of the cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account); or
  - b. Exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment. With this option, records management processes must be established that maintain the visibility and transparency of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
2. FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and OMB cost circulars.
3. SFA must receive the full value of all USDA Foods, i.e, credits or reductions of FSMC costs. Specific requirements for donated foods are discussed further in section V of this document.
4. FSMC must individually identify the amount and nature of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment. SFA will require FSMC to report this information monthly. FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
5. FSMC must maintain documentation of costs, discounts, rebates, and other applicable credits, and must furnish such documentation upon request to SFA, OON, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of FSMC's actual net allowable costs.
7. Any pecuniary obligation on SFA is subject to the appropriation of sufficient funds for that purpose by SFA's Board of Education and the certification by SFA's fiscal officer that those funds are available or in the process of collection. Under no circumstance will the SFA be liable to the FSMC for indemnity and/or the payment of liquidated damages.

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**N. Food service staff.** FSMC shall provide necessary staff to manage the food service operations as proposed and supervise all employees. Below is the proposed staffing model. Changes can be made upon mutual agreement between the FSMC and SFA.

Site	Food Service Staff
All Sites	Site Manager (1) Substitute / Floater (1) Driver (2) Dietician (1) Marketing Manager (1)
Village Preparatory School (Cliffs)	Full- Time Food Service Workers (2) Part-Time Food Service Workers (1)
Village Preparatory School Woodland Hills	Full- Time Food Service Workers (2) Part-Time Food Service Workers (1)
Village Preparatory School Willard	Full- Time Food Service Workers (2) Part-Time Food Service Workers (1)
Citizens Academy Southeast	Full- Time Food Service Workers (2) Part-Time Food Service Workers (1)
Citizens Leadership Academy East	Full-Time Food Service Workers (2)

**O. Special dietary needs.**

1. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students’ Individual Educational Plans (IEPs) or 504 Plans. A licensed physician’s statement must accompany any school meal accommodation requirements for students with disabilities.
2. Students with conditions not meeting the definition of disability but who are unable to consume regular meals because of medical or other special dietary needs will also be accommodated (or not accommodated) per the district decision. 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 USDA. Such a statement shall be signed by a medical doctor or a recognized medical authority.
3. There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.

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**P. Dates of operation.** SFA will make the final determination of the opening and closing dates of all sites, if applicable.

**Q. Gifts from FSMC.** SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.

**R. Payment terms.** FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. SFA shall make payments within sixty 60 business days of the invoice date. The SFA may make such exceptions to the invoice as the SFA reasonably deems necessary or appropriate under the circumstances then existing. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

**S. Changes/amendments.** Once approved by OON, any further changes or amendments to this contract must be approved by OON prior to execution.

**T. Escalator provision.** For any renewal of an agreement, the compensation to the FSMC (i.e. management and/or administrative fees) shall be agreed upon with mutual written consent between the FSMC and the SFA, provided that any increase in compensation shall not exceed the lower amount of consumer price index for urban and wage earners in the metropolitan Cleveland, Ohio area as of the end of December of the previous calendar year as determined by the United States Department of Labor, or 2%.

**U. Sustainability.** The SFA is interested in implementing sustainable and "green" practices in the food service operation, particularly practices that reduce food waste and energy costs, including but not limited to composting and recycling.

## II. Designation of Program Expenses

**A.** FSMC guarantees to SFA that FSMC shall be responsible for the expenses as checked under Column I. FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. FSMC shall factor these expenses into the fees that will be billed to SFA. SFA shall pay directly for the expenses as checked under Column II. Any expenses that will be not applicable to the contract shall be marked with N/A.

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9201 Crane Avenue

**E Prep & Village Prep Willard**  
9401 Willard Avenue

**Citizens Academy Glenville &  
Citizens Leadership Academy Glenville**  
12523 Woodside Avenue

**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
15700 Lotus Drive

Description	Column I (FSMC)	Column II (SFA)
<b>Labor / Benefits:</b>		
Managers and/or Supervisors	x	
Full and Part-time Workers	x	
Monitors		N/A
<b>Food:</b>		
USDA Foods		
Handling and Processing Charges	x	
Direct Diversion Charges	x	
Commercial Distribution Charges	x	
Other Foods	x	
<b>Other Expenses:</b>		
Accounting		
Bank Charges	x	
Data Processing	x	
Recordkeeping	x	
Processing and Payment of Invoices	x	
<b>Equipment - Major</b>		
Original Purchase		x
Routine Maintenance	x	
Major Repairs [over \$5,000]		x
Replacement		x
Cleaning/Janitorial Supplies		x
<b>Insurance</b>		
Liability Insurance	x	
Insurance on Supplies/Inventory	x	
Laundry and Linen	x	

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Office Materials	x	
Paper/Disposable Supplies	x	
Pest Control		x
Postage	x	
Printing	x	
Product Testing	x	
Promotional Materials	x	
Taxes and License		x
Telephone		
Local		x
Long Distance		x
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or point of sale system)		x
Training	x	
Transportation of meals	x	
Trash Removal to Outside Dumpsters		
From Kitchen: food waste generated in the kitchen by the FSMC and from items returned from other parts of the building to the kitchen area	x	
From School Premises: food waste generated from students		x
Travel		
Required	x	
Requested	x	
Utilities		x
Vehicles		x

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### III. Signature Authority

A. SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, programs indicated in Section I.D, and the monthly claim for reimbursement. (7 CFR §210.9(a) and (b) and 7 CFR 210.16(a)(5))

### IV. Free and Reduced Price Meals Policy

A. **Eligibility roster.** SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. SFA is ultimately responsible for assuring the accuracy of this roster. FSMC shall be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection. SFA maintains final authority and FSMC assistance is limited to helping the SFA comply with their obligations under 7 CFR 245. This does not apply so long as we are a Community Eligibility Provision SFA.

B. **Point of service count.** FSMC shall conduct an accurate point-of-service count using the counting system submitted by SFA and approved by OON in the annual contract between SFA and OON as required under USDA regulations. Any counting system must eliminate the potential for overt identification of free and reduced price eligible students. (7 CFR 245.8)

C. **Eligibility application.** SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals; Direct Certification; and determination of eligibility for free or reduced price meals. FSMC may act as an agent for SFA related to these responsibilities. This does not apply so long as we are a Community Eligibility Provision SFA.

D. **Eligibility hearings.** SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals. This does not apply so long as we are a Community Eligibility Provision SFA.

E. **Verification of eligibility.** SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. FSMC may not act as an agent for SFA related to verification of applications. This does not apply so long as we are a Community Eligibility Provision SFA.

### V. Donated Foods

A. **Use for SFA's benefit.** Any donated foods received by SFA and made available to FSMC must accrue solely to the benefit of SFA's CNPs, and shall be fully utilized therein. Donated foods shall be considered received when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form

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#### OUR SCHOOLS

---

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1417 E 36th Street

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or in processed end products. FSMC shall have records available to substantiate that the full value of all donated foods is used solely for the benefit of SFA.

**B. Title.** SFA shall retain title to all donated foods and the selected FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR 210, 220, 225, 226, and 250 as applicable.

**C. Acceptance of foods.** FSMC shall accept and use donated foods in as large quantities as may be efficiently utilized in SFA's nonprofit food service, subject to approval of SFA. SFA shall consult with FSMC in the selection of donated foods; however, the final determination as to the acceptance of donated foods must be made by SFA

**D. Storage and inventory.** FSMC will comply with all storage and inventory requirements for donated foods. FSMC will ensure that its system of inventory management will not result in SFA being charged for donated foods.

**E. Specific use requirements.** FSMC will use all donated ground beef, and all processed end products, without substitution, in SFA's food service. FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in SFA's food service.

**F. Recordkeeping.** FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of donated foods in accordance with 7 CFR 250.54(b). Failure by FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of donated foods.

**G. Negligence.** FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

**H. Processing contracts.** FSMC is prohibited from entering into any processing contracts utilizing donated foods on behalf of SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected 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.

**I. Discounts, rebates, refunds.** SFA must receive all discounts or rebates for donated food purchases made on its behalf. All refunds received from processors must be retained in the nonprofit food service account.

**J. Credit for food value.** FSMC must credit SFA for the value of all donated foods received for use in SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The donated foods will be credited using entitlement value. Credits will be reported on the monthly invoice from FSMC.

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## OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
1417 E 36th Street

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15700 Lotus Drive

**K. Reconciliation.** Year-end reconciliation shall be conducted by SFA to ensure and verify correct and proper credit has been received for the full value of all donated foods used by FSMC during the fiscal year. SFA reserves the right to conduct donated foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250. If any adjustments are necessary, SFA is responsible for assuring such adjustments are made. FSMC shall be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection.

**L. Review of records.** The distributing agency, sub-distributing agency, SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of donated foods;

**M. Contingency for extension or renewal.** Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

## VI. Food Safety

**A. Inspection requirements.** SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by FSMC preparing or serving meals at any SFA facility.

**B. Outside facility requirements.** FSMC shall maintain state and/or local health certifications for any facility outside SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

## VII. Meals

### A. Orders & Deliveries.

1. SFA will place an initial order of meals by Noon on Tuesdays of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week. FSMC will provide a meal ordering platform for SFA to utilize to submit meal orders following the described cadence. The meal ordering platform will allow the SFA to enter separate quantities for each item.
2. SFA reserves the right to increase or decrease the daily number of meals ordered 72 hours prior to 10:00 AM on the set delivery date.
3. Delivery of items must occur before 10:00 AM on the morning before the day of service. Missing products must be delivered prior to 6:30 AM on the day of service.

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### OUR SCHOOLS

---

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1417 E 36th Street

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4. Accurate and completed delivery slips must accompany all deliveries.
5. The FSMC shall provide one (1) meal per delivery location for temperature testing purposes at no additional cost to the SFA.
6. Meals will be delivered in unitized forms.
7. Delivered meals shall include milk.
8. Meals shall include condiments, plastic sporks/napkins/straws packs, and trays.
9. Meals are to be delivered, unloaded, and placed in the designated refrigerators, coolers, storage spaces, etc. by the vendor's personnel at each of the locations.

**B. SFA responsibility.** SFA shall retain control of the quality, extent, and general nature of the food service. FSMC shall be responsible for advising and assisting the SFA in order to ensure that the SFA complies with the requirements of this subsection.

**C. Free, reduced, and paid.** FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I.D.

**D. Meal pattern.** FSMC shall provide meals that satisfy the meal pattern requirements for the programs identified in Section I Scope & Purpose, d. The Meal Pattern requirements are included in 7 CFR § 210 and 7 CFR § 220. This includes a la carte items as provided by 7 CFR 210.11. If FSMC offers à la carte items, FSMC shall also offer free, reduced price and paid reimbursable lunches to all eligible children (7 CFR 210.16(a)).

**E. Participation.** FSMC shall promote efforts to increase participation in the child nutrition programs.

**F. Scope of services.** FSMC shall provide the specified types of service in the schools/sites listed in Attachment 2, which is a part of this contract.

**G. Authorized sales.** N/A

**H. Meals not meeting requirements.** No payment will be made to FSMC for meals that are spoiled or unwholesome at the time of delivery; do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or do not otherwise meet the requirements of this contract.

**I. Adult meals.** N/A

**J.** The FSMC shall endeavor to purchase a minimum of fifty percent (50%) of unprocessed agricultural products (except USDA Foods) from food produced in the Greater Cleveland Area. For purposes of this Request for Proposals, the "Greater Cleveland Area" means the following Ohio Counties: Cuyahoga,

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## OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
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Geauga, Lake, Lorain and Medina. So long as the SFA remains a member of SWEPC, the FSMC will utilize commodities to the fullest extent"

K. A minimum of fifty percent (50%) of all cooking must be done from scratch meaning that basic ingredients are used that have not been processed. Food that has been previously frozen, including vegetables and fruits that have been cut and then frozen, and meat that has been previously butchered into various cuts, then frozen and shipped, are allowable.

## VIII. Books and Records

**A. Reporting to SFA.** FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by SFA no later than the tenth calendar day succeeding the month in which services were rendered. The FSMC shall prepare on behalf of and for approval by the SFA all reports as are required to be submitted by the SFA to the applicable government authorities, and the reports shall be prepared by the FSMC in compliance with the requirements of the government authorities. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. SFA shall perform edit checks on the participation records provided by FSMC prior to the preparation and submission of the claim for reimbursement.

**B. Allowable expenses.** FSMC shall maintain on-site records 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. Year-end statement.** FSMC shall provide SFA with a year-end statement no later than August 15th of each year.

**D. Review of records.** Books and records of FSMC pertaining to the contract shall be made 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 or for such additional period of time as may be necessary to resolve issues raised by audit or litigation. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives or 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. (7 CFR 210.9(b)(17) and 2 CFR 200.333)

**E. Federally required records.** FSMC shall not remove federally required records from SFA premises upon contract termination.

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### OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
1417 E 36th Street

**E Prep & Village Prep Woodland Hills**  
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## IX. Employees

**A. Designation of employer.** Attachment 7 (“Labor Worksheet, FSMC Employees”) designates those employees subject to employment by FSMC.

**B. Staffing plan.** FSMC shall provide SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment 7. Specific locations and assignments will be provided to SFA two full calendar weeks prior to the commencement of operation.

**C. Site Manager.** SFA shall have final approval regarding the hiring of FSMC’s site manager. Any site manager proposed by FSMC must meet the minimum hiring qualifications for School Nutrition Program Directors set forth in the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.

### D. Professional standards.

1. FSMC shall ensure that all FSMC employees and all SFA hourly employees complete continuing education training as required under the USDA Final Rule: Professional Standards for School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010.
2. FSMC shall determine annual continuing education requirements for all FSMC employees and all SFA hourly employees.
3. FSMC shall maintain records documenting completion of continuing education training for all FSMC employees and all SFA hourly employees.
4. Any SFA management employee responsible for the overall administration of the program shall complete and document their own required continuing education training.

**E. Wage and hour requirements.** 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 the site manager. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.

**F. Workers’ compensation.** FSMC shall provide Workers’ Compensation coverage for all its employees.

**G. SFA policies.** 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.

**H. Staffing patterns.** Staffing patterns shall be mutually agreed upon.

**I. Facilities.** SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.

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### OUR SCHOOLS

---

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**J. Removal of employees.** SFA may request, in writing, the removal of any employee of FSMC 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 without disruption of service.

**K. Emergency procedures.** All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.

**L. Background check.** FSMC shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of the employees of the FSMC or of any subcontractors that will perform work or services or otherwise be present at the school facilities site, and shall disclose results to SFA. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at the FSMC's sole cost and expense. No person shall be employed by the FSMC or any subcontractors who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. The FSMC shall remove (and shall cause its subcontractors to remove) any person from the school facilities (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the SFA for any reason, including without limitation, interference or delay, and (ii) excuse the FSMC and the FSMC's subcontractors from meeting its obligations. Without limiting any other remedy the SFA may have for failure of the FSMC to comply with these provisions, the SFA may suspend the processing of invoices until the FSMC complies.

## X. Monitoring

**A. SFA observation.** SFA shall monitor the food service operation of FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations (7 CFR 210.16). Further, if there is more than one school site, there is an additional requirement that SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

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

**C. SFSP sites.** If applicable, SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

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### OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
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9201 Crane Avenue

**E Prep & Village Prep Willard**  
9401 Willard Avenue

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## XI. Menus

**A. Advisory group.** SFA shall establish and FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. (7 CFR 210.16(a)(8))

**B. Menu development.** FSMC shall develop menus for all programs. SFA will review and approve menus prior to finalizing and releasing them.

**C. Menu cycle.** FSMC must comply with the agreed-upon menus included in the proposal document for the first 21 days of program operation. Any changes made by FSMC after the initial menu cycle may be made only with the approval of SFA. SFA shall approve the menus no later than two weeks prior to service (7 CFR 210.16(b)(1)). FSMC must also comply with the Minimum Food Specifications in Attachment 5 for all programs.

## XII. Use of Facilities, Inventory, Equipment, and Storage

**A. Use of space.** SFA will make available, without cost or charge to FSMC, area(s) of the premises agreeable to both parties in which FSMC shall render its services.

**B. Beginning and ending inventory.** Prior to the start of initial operations, FSMC and SFA will take an initial inventory of all usable food, supplies, and USDA Foods on the premises. FSMC will utilize such inventory at a value determined by invoice. On termination of the Contract, FSMC and SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to FSMCs Cost of Business and if lesser, the difference shall be subtracted from FSMCs Cost of Business.

**C. Supplies and equipment.** FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by SFA. SFA will replace expendable equipment and replace, repair, or maintain nonexpendable equipment except when damages result from the employees of FSMC.

**D. Keys / Access Cards.** FSMC shall provide SFA with one set of keys for all food service areas secured with locks. SFA shall provide keys/access cards to designated FSMC employees.

**E. Regulatory compliance.** SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations. The FSMC shall account for all SFA equipment and shall protect the equipment from theft or destruction.

**F. Equipment or utility malfunction.** SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC. The FSMC shall otherwise be responsible for any other losses that are not caused by the SFA.

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### OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
1417 E 36th Street

**E Prep & Village Prep Woodland Hills**  
9201 Crane Avenue

**E Prep & Village Prep Willard**  
9401 Willard Avenue

**Citizens Academy Glenville &  
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**G. SFA equipment.** All food preparation and serving equipment owned by SFA shall remain on the premises of SFA.

**H. FSMC equipment.** FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within 10 days of its placement on SFA premises. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.

**I. Access to facilities.** SFA shall have access, with or without notice, to all of SFA's facilities used by FSMC for the purposes of inspection and audit.

**J. Use of facilities other than for programs.** FSMC shall not use SFA's facilities to produce food, meals, or services for other organizations without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by FSMC to SFA for such facility usage.

**K. Return of equipment.** FSMC shall surrender to SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

### XIII. Purchases

**A. FSMC acting as agent.** If FSMC is procuring goods or services which are being charged to SFA under the contract, FSMC is acting as an agent for SFA and must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21). FSMC may not serve as a vendor for any procurement conducted as an agent of SFA. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to SFA.

**B. Food specifications.** Any purchase of food must meet the specification listed in Attachment 5.

**C. Equipment investment.** FSMC may purchase equipment for the food service program.

1. The equipment purchase may be up to but may not exceed \$1,000. FSMC must comply with federal procurement regulations (2 CFR Part 200, 2 CFR Part 400 and 7 CFR Part 210.21) and may not serve as a vendor for any procurement conducted on behalf of SFA. SFA shall repay at the rate specified when the equipment was purchased, which shall be charged to SFA as an operating expense of the food service program. Ownership of the investment will vest in SFA upon full payment of the purchase price to FSMC. Upon such payment, FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to SFA.
2. If the contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within thirty days after receipt by either party of any notice of termination under this Agreement, either: reimburse FSMC the unpaid portion of the investment; deliver the equipment or other items funded by the investment to FSMC; or elect to continue to pay

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#### OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
1417 E 36th Street

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9201 Crane Avenue

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**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
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FSMC at the rate specified when the equipment was purchased until the balance of the investment is repaid.

3. SFA must obtain prior approval from OON for the purchase of any equipment (as defined in 2 CFR § 200.33) unless such equipment is included on a pre-approved equipment list published by OON and such list is effective at the time.

## XIV. Sanitation

**A. Trash removal.** FSMC shall remove to the outside dumpsters, food waste generated in the kitchen by the FSMC and from items returned from other parts of the building to the kitchen area; FSMC shall remove waste generated for items not served to our students. SFA shall remove to the outside dumpsters, waste generated following our student's consuming meals. SFA shall remove waste generated by students.

**B. Cleaning of service areas.** FSMC shall clean the meal production and service areas used to provide the services detailed on Attachment 2.

**C. General care.** FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with 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.

**D. Ventilation hoods.** SFA shall clean ducts and hoods above the filter line. FSMC shall clean hood filters.

**E. Local and state requirements.** FSMC shall comply with all local and state sanitation requirements in the preparation of food.

## XV. Licenses, Fees, and Taxes

**A. Taxes.** 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 hold SFA harmless for all claims arising from payment of such taxes and fees.

**B. Licenses.** FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

**C. SFA rules.** FSMC shall comply with all SFA building rules and regulations.

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### OUR SCHOOLS

---

**E Prep & Village Prep Cliffs**  
1417 E 36th Street

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Citizens Leadership Academy Southeast**  
15700 Lotus Drive

## XVI. Emergency Closing

**A. Utility interruption.** SFA shall notify FSMC of any interruption in utility service of which it has knowledge.

**B. School closing.** SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions. FSMC is responsible for the disposal of all unusable product.

## XVII. Terms, Nonperformance, and Termination

**A. Remedies for nonperformance.** In the event of FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, SFA shall have the right to pursue all administrative, contractual, and legal remedies against FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

**B. Fiscal penalties.** FSMC shall reimburse SFA for the full amount of any fiscal penalties resulting from adjusted or disallowed claims which are attributable to FSMC's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts. In addition to any other remedies set forth herein, in the event the FSMC fails to perform its duties or provide the services required, the SFA may notify the FSMC of the services which are not being provided. If the FSMC does not provide same within five (5) days of the date of the notice (or within such lesser time period as specified by the SFA in the event of an emergency or a threat to health and safety), then the SFA may perform or provide the same and deduct the costs of performing such services from any amounts due and payable the FSMC.

**C. Force Majeure.** Neither FSMC nor 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, flood, acts of God, or for any acts not within the control of FSMC or SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

**D. Termination for cause.** In the event either party commits a material breach, including, but not limited to, violation of program regulations, the non-breaching party may terminate this agreement for cause by giving sixty 60 days written notice. If the breach is remedied prior to the proposed termination date, the agreement shall continue in effect except when the breach is a repeated breach. A repeated breach shall mean three or more breaches. After the non-breaching party has notified the breaching party of a third breach, the non-breaching party may terminate the contract without providing an opportunity to cure if the breaching party breaches for a fourth time. The four breaches are not required to be related to each other in any way. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

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**E Prep & Village Prep Woodland Hills**  
9201 Crane Avenue

**E Prep & Village Prep Willard**  
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**Citizens Academy Glenville &  
Citizens Leadership Academy Glenville**  
12523 Woodside Avenue

**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
15700 Lotus Drive

**E. Termination for convenience.** At any time, because of circumstances beyond the control of SFA as well as FSMC, SFA may terminate the contract by giving 60 days written notice to the other party.

**F. Contract authority.** SFA is the responsible authority without recourse to USDA or OON to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

G. The SFA may immediately terminate the agreement at any time upon written notice to the FSMC following a determination by an arbitrator (including a determination made by an arbitrator related to a collective bargaining agreement to which the SFA is a party) that any material provision of the agreement is contrary to law or that any material provision of the agreement may not lawfully be carried out.

## XVIII. Confidentiality, Trade Secrets, and Proprietary Information

**A. FSMC trade secrets.** The parties recognize and acknowledge that the SFA is subject to the Public Records Act, Ohio Revised Code Section 149.43. The parties also recognize and acknowledge that trade secrets are exempt from disclosure as public records under Ohio Revised Code Sections 149.43(A)(1)(v) and 1333.61(D). FSMC shall identify such documents and information that it submits to the SFA that FSMC considers confidential and exempt from disclosure.

In the event that a request for information is made to SFA pursuant to the Public Records Act concerning documents, items or other proprietary information in the possession of SFA, SFA shall promptly, but in any event within five (5) business days, provide notice of the request to FSMC. Within five (5) business days, FSMC shall notify SFA of FSMC's position regarding the release of the documents, items or other information. SFA, to the extent permitted by law, agrees to abide by the position taken by FSMC concerning the release of the requested documents, items or other information. In the event FSMC takes the position that requested documents, items or other information are not required to be released by SFA and requests SFA not to release the requested documents, items, or other information, SFA, to the extent permitted by law, shall cooperate with FSMC, if it so requests and at the sole cost and expense of FSMC, in responding to any such request or judicial proceedings brought to compel the release of the documents, items or other information and, in such an event, FSMC shall pay any monetary penalty assessed against SFA together with all attorney's fees incurred by SFA. The obligation of SFA to cooperate with FSMC under the circumstances described in this paragraph shall not diminish in any way the right of FSMC to assert independently its interest in limiting, and its right to seek relief from, the disclosure of confidential information.

If SFA becomes legally compelled by interrogatories, subpoena, civil or criminal investigative demand or similar process, including processes under state or federal rules of criminal and/or civil procedure, to make any disclosure that arguably and in good faith may be prohibited or otherwise constrained by the Public Records Act, SFA shall provide FSMC with prompt notice of such legal proceedings, so that FSMC may seek an appropriate protective order or other appropriate relief or waive compliance by SFA with the provisions

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Citizens Leadership Academy Southeast**  
15700 Lotus Drive

of this paragraph. In the absence of a protective order or other appropriate relief or receipt of such a waiver, the SFA shall be permitted to disclose that portion of the information that the SFA is legally compelled to disclose. If SFA is ordered by a court of competent jurisdiction to disclose financial and proprietary information and trade secrets, SFA may disclose such information. SFA shall not be liable, and FSMC shall hold SFA harmless, for damages resulting from disclosure of information that has been ordered by a court of competent jurisdiction to be disclosed as noted above.

During the term of the Agreement, 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's 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 the Agreement. 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 the Agreement. 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 the Agreement. 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. This provision shall survive the termination of the Agreement.

**B. Right to inventions.** Any discovery, invention, software, or programs paid for by SFA shall be the property of SFA to which OON and USDA shall have unrestricted rights including copyrights.

**C.** FSMC acknowledges that it may receive pupil information, the confidentiality of which is secured by both Ohio and federal law, in the course of performing the duties required by the Agreement. FSMC will ensure the confidentiality of all such information.

## **XIX. Insurance**

**A. Required coverage.** FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Ohio with an A.M. Best Rating of A or better. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.

1. Comprehensive General Liability – includes coverage for:
  - a. Premises – Operations
  - b. Products – Completed Operations

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15700 Lotus Drive



- c. Contractual Insurance
- d. Broad Form Property Damage
- e. Independent Contractors
- f. Personal and Advertising Injury
- g. Damage to electronic data
- h. Employers Liability / Ohio Stop Gap
- i. Proof of Coverage for Cyber Liability

A \$1,000,000 occurrence with a \$2,000,000 aggregate limit.

2. Automobile Liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 each accident.
3. Workers' Compensation: Statutory;
4. Employer's Liability: one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit
5. Excess Umbrella Liability: \$5M limit over all applicable insurance; Must provide SFA with a certificate of insurance naming SFA as an additional insured; Provide waiver of subrogation and primary & non-contributory for the service contract.
6. Sexual Abuse and Molestation Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate

**B. SFA as additional insured.** SFA and the SFA's officers, employees and agents shall be named as additional insureds on General Liability, Automobile, and Excess Umbrella. FSMC must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

**C. Notice to SFA.** The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

## XX. Certifications and Assurances

**A. Energy efficiency.** FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).

**B. Contract Work Hours and Safety Standards Act.** 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

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<p><b>E Prep &amp; Village Prep Woodland Hills</b> 9201 Crane Avenue</p>	<p><b>Citizens Academy Glenville &amp; Citizens Leadership Academy Glenville</b> 12523 Woodside Avenue</p>	



Department of Labor regulation, 29 CFR 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.

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

**D. Civil rights compliance.** FSMC hereby agrees that it will comply with the following civil rights laws, as amended:

1. A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title VII CFR Parts 15, 15a, and 15b;
6. The Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
7. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
8. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
9. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
10. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
11. FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs;
12. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a

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nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, FSMC agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on FSMC, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this contract are authorized to sign this assurance on behalf of FSMC.

**E. Buy American.** FSMC shall comply with the Buy American Provision (7 CFR 210.21(d)) for contracts that involve the purchase of food. USDA Regulation 7 CFR Part 250.23 and 210.21.

1. FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
2. FSMC shall seek approval of SFA before purchasing foods under an exception to the Buy American provision and maintain documentation of any such purchases that must include, at a minimum:
  - a. the non-domestic product that was purchased
  - b. the date of the purchase
  - c. the reason for the exception
  - d. any efforts made to find alternate sources or substitute domestic products
3. FSMC shall certify the percentage of U.S. content in the products supplied to SFA.
4. SFA may review vendor purchase records to ensure compliance with the Buy American provision.

**F. Independent price determination.** FSMC has signed the Certification of Independent Price Determination, Attachment 13, which was attached as an addendum to FSMC's proposal and which is incorporated herein by reference and made a part of this contract.

**G. Disbarment, suspension, ineligibility, and Voluntary Exclusion.** FSMC certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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**H. Clean Air Act and Federal Water Pollution Control Act.** FSMC shall comply with all applicable standards, orders, or requirements issued under Clean Air Act [42 U.S.C. 7401-7671q] and the Federal Water Pollution Control Acts [33 U.S.C. 1251-1387], Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

**I. Lobbying certification.** FSMC has signed the Lobbying Certification, Attachment 14, which was attached as an addendum to FSMC’s proposal and which is incorporated and made a part of this contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, (Attachment 15), or will complete and submit as required in accordance with its instructions included in Attachment 15.

**J. Copeland Act.** FSMC shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR 3).

**K. Davis-Bacon Act.** FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR 5).

**L. Other pertinent laws.** FSMC shall comply with all other pertinent state and federal laws.

## XXI. Non-Discrimination

**A.** Both SFA and FSMC agree that no child who participates in the NSLP, SBP, ASCSP, SFSP and SMP will be discriminated against on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the USDA.

## XXII. Miscellaneous

**A. Proposal specifications.** FSMC shall comply with the provisions of the proposal specifications, which are hereby made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by OON.

**B. Subcontracting prohibited.** No provision of this contract shall be assigned or subcontracted without prior written consent of SFA which consent may be withheld by the SFA in its sole discretion.

**C. Waiver of claim.** No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

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**D. Best commercial practices.** 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.

**E. Claims for adjustment.** Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

**F. Program review findings.** SFA shall be responsible for ensuring the resolution of program review and audit findings.

**G. OON Review.** This contract is subject to review and approval by OON.

**H. Indemnification.** 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 sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. This clause shall survive termination of the Agreement.

**I. Financial soundness.** SFA and FSMC shall work together to ensure a financially sound operation.

**J. Assumptions.** Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

1. SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
3. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
4. The government reimbursement rates in effect shall remain materially consistent throughout the year.
5. Meal components and quantities required for applicable CNPs remain consistent with prior years.
6. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.

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7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
8. The projected number of full feeding days is: 173.
9. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

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# Agreement

By submission of this proposal, FSMC certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and that it shall operate in accordance with all current program regulations.

Furthermore, consistent with Section I.Q of this RFP, FSMC certifies that is has not exchanged any gratuities, favors, nor anything of monetary value with SFA and that this proposal is made without prior understanding, agreement, or connection with any other offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. FSMC agrees to abide by all terms and conditions of this RFP and certifies that the person below is authorized to sign the RFP on behalf of FSMC.

FSMC NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
 FSMC ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 \_\_\_\_\_ PHONE: \_\_\_\_\_  
 \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE [of authorized representative]: \_\_\_\_\_ Date: \_\_\_\_\_

(SFA will complete section below this line)

**Awarding of the Contract: Breakthrough Public Schools - Village Preparatory School, Village Preparatory School Woodland Hills, Village Preparatory School Willard, Citizens Academy Southeast, Citizens Leadership Academy East**

In accepting this proposal and awarding this contract, SFA certifies that the SFA's officers, employees or agents have not taken any action which may have jeopardized the independence of the proposal referred to above and that SFA will operate in accordance with program regulations.

SFA by signing below is awarding the contract for this RFP to the proposer. This proposal; all sections of the proposal; all terms and conditions; and all addendums , and attachments , including any additional addendums mutually agreed to by both SFA and proposer will be incorporated into this awarded contract.

The undersigned hereby accepts proposer's services as an FSMC as specified in this proposal for the period of August 1, 2025 through July 31, 2028

\_\_\_\_\_  
 SIGNATURE [of authorized representative]: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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## List of Contract Attachments

Title	Attachment	SFA Action Required	FSMC Action Required
Site/Building Listing - General Data + Price Schedule	1	X	
Site/Building Listing - Services to Be Provided	2	X	
Site Average Daily Participation Worksheets	3	X	
District Calendar	4	X	
Minimum Food Specifications	5	X	
Program Menus	6		X
Labor WorkSheet, FSMC Employees	7		X
Fringe Benefit Cost Sheet, FSMC Employees	8		X
Projected Operations – Revenue	9	X	
Projected Operations – Expenses	10		X
Certification of Independent Price Determination and Non-Collusion	11	X	X
Certification Regarding Lobbying	12		X
Disclosure of Lobbying Activities	13		X
Unallowable SFA-FSMC Contract Document Provisions	14	X	X

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**SFA Site / Building Listing - General Data**

Site	IRN	Address	Grade Levels	Meal Type	Milk Delivery	Disposable Trays & Sporks/Napkins /Straws Packets	Breakfast	Lunch
Village Preparatory School (Cliffs)	011291	1417 E 36th St Cleveland, OH 44114	K-8	Unitized	Yes	Yes	M-F 7:35 AM - 8:00 AM	M-F 10:45 AM- 12:45 PM
Village Preparatory School Woodland Hills	013034	9201 Crane Ave Cleveland, OH 44105	K-8	Unitized	Yes	Yes	M-F 7:35 AM - 8:00 AM	M-F 10:45 AM- 12:35 PM
Village Preparatory School Willard	015722	9401 Willard Ave Cleveland, OH 44102	K-8	Unitized	Yes	Yes	M-F 7:35 AM - 8:00 AM	M-F 10:59 AM- 1:05 PM
Citizens Academy Southeast	015261	15700 Lotus Dr Cleveland, OH 44128	K-8	Unitized	Yes	Yes	M-F 7:35 AM - 8:00 AM	M-F 10:55 AM- 1:24 PM
Citizens Leadership Academy East	016843	12523 Woodside Ave Cleveland, OH 44108	K-8	Unitized	Yes	Yes	M-F 7:35 AM - 8:00 AM	M-F 10:20 AM- 12:50 PM

1 List grade groups that have access to meal service

2 Indicate if the site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

\*Lunch times are listed as an approximate window of time based on the SY 24-25 schedule; actual serving times for SY 25-26 will be provided upon implementation of the contract. Serving times for subsequent years will be determined and provided Year over year.

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## Price Schedule

Site	Type of Meal	Age Group	Estimated Total Number of Meals Per Day	X (multiplied by)	Estimated Days to be Vended Per Contract	x (multiplied by)	Price Per Meal	=	Estimated Total Meal Cost
Village Preparatory School (Cliffs)	Breakfast Lunch	K-8	B: 350 L: 500	x	174	x	B: L:	=	B: L:
Village Preparatory School Woodland Hills	Breakfast Lunch	K-8	B: 350 L: 500	x	174	x	B: L:	=	B: L:
Village Preparatory School Willard	Breakfast Lunch	K-8	B: 250 L: 300	x	174	x	B: L:	=	B: L:
Citizens Academy Southeast	Breakfast Lunch	K-8	B:350 L: 500	x	174	x	B: L:	=	B: L:
Citizens Leadership Academy East	Breakfast Lunch	K-8	B: 250 L: 350	x	174	x	B: L:	=	B: L:

### OUR SCHOOLS

**E Prep & Village Prep Cliffs**  
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9401 Willard Avenue

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12523 Woodside Avenue

**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
15700 Lotus Drive

Attachment 2

**SFA Site / Building Listing - Services To Be Provided**

Site	Breakfast + Lunch					Other Programs				
	<i>Meal</i>	<i>Offer Vs. Serve</i>	<i>A La Carte Sales</i>	<i>Contract Meals</i>	<i>Adult Meals</i>	<i>ASCP</i>	<i>SFSP</i>	<i>SMP</i>	<i>Vending</i>	<i>Concessions</i>
Village Preparatory School (Cliffs)	Yes	Yes	No	No	No	No	No	No	No	No
Village Preparatory School Woodland Hills	Yes	Yes	No	No	No	No	No	No	No	No
Village Preparatory School Willard	Yes	Yes	No	No	No	No	No	No	No	No
Citizens Academy Southeast	Yes	Yes	No	No	No	No	No	No	No	No
Citizens Leadership Academy East	Yes	Yes	No	No	No	No	No	No	No	No

\*SFSP marked no, as there is no immediate plan to implement; this is a program we reserve the right to request implementation in advance, and upon agreement of both parties.

OUR SCHOOLS

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## Site Average Daily Participation Worksheets National School Lunch Program

Site	Enrollment	Average Daily Participation			Contract Meals (Meals sold to other schools)
		Free	Reduced	Paid	
	<i>*Approximate Based on SY 24-25*</i>				
Village Preparatory School (Cliffs)	700	500	0	0	N/A
Village Preparatory School Woodland Hills	650	500	0	0	N/A
Village Preparatory School Willard	500	300	0	0	N/A
Citizens Academy Southeast	700	500	0	0	N/A
Citizens Leadership Academy East	500	350	0	0	N/A

\*All Sites are CEP (Community Eligibility Provision)

\*At this time enrollment is projected to be similar to that of SY 24-25

### OUR SCHOOLS

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## Site Average Daily Participation Worksheets National School Breakfast Program

Site	Enrollment	Average Daily Participation			Contract Meals (Meals sold to other schools)
		Free	Reduced	Paid	
	<i>*Approximate Based on SY 24-25*</i>				
Village Preparatory School (Cliffs)	700	350	0	0	N/A
Village Preparatory School Woodland Hills	650	350	0	0	N/A
Village Preparatory School Willard	500	250	0	0	N/A
Citizens Academy Southeast	700	350	0	0	N/A
Citizens Leadership Academy East	500	250	0	0	N/A

\*All Sites are CEP (Community Eligibility Provision)

\*At this time enrollment is projected to be similar to that of SY 24-25

### OUR SCHOOLS

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Attachment 4  
{Sample SY 24-25}

Network Calendar

July 2024

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1-5 Schools Closed
- 8-12 New Leader Intensive
- 15-19 All Leader Intensive
- 22-26 All Leader School Year Prep
- 29-31 New Teacher Summer Institute

August 2024

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1-2 New Teacher Summer Institute
- 5 BPS All-Staff PD Day
- 6-13 All Teacher Summer Institute
- 7 Network Professional Learning Day
- 14 First Day of School

September 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 Schools Closed - Labor Day
- 9 Professional Day - No Scholars

October 2024

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 14-18 Fall Break

November 2024

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 1 End of Trimester 1
- 5 No School - Voting Day
- 11 Professional Day - No Scholars
- 27-29 No School - Thanksgiving Break

December 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 23-27 No School - Winter Break
- 30-31 No School - Winter Break

January 2025

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 1-3 No School - Winter Break
- 6 Professional Day - No Scholars
- 20 No School - MLK Day

February 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

- 17 No School - President's Day
- 21 End of Trimester 2
- 28 Professional Day - No Scholars

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 14 Professional Day - No Scholars
- 17-21 No School - Spring Break

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 18 Spring Holiday
- 21-25 ELA OST
- 28-30 Math OST

May 2025

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1-2 Math OST
- 5-9 Science OST
- 26 No School - Memorial Day
- 30 Last Day of School

June 2025

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 Professional Day - No Scholars
- 19 Juneteenth
- 23-27 Schools Closed
- 30 Schools Closed

SCHOOL CLOSED/FRONT OFFICES CLOSED

PROFESSIONAL DEVELOPMENT (PD), NO SCHOLARS

START/END DATES

STATEWIDE TESTING



## Minimum Food Specifications

Meat/Seafood – All meat and poultry products must be government-inspected.

- Beef, lamb, and veal: USDA Choice or better.
- Pork: N/A
- Poultry: USDA Grade A

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs: US Grade A or better
- Frozen eggs: USDA – inspected
- Milk: pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables: U.S. Grade A
- Canned fruits and vegetables: U.S. Grade A (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables: U.S. Grade A

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

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### OUR SCHOOLS

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15700 Lotus Drive

**Program Menus**  
Sample Lunch Menu

The FSMC shall submit a sample 21 day lunch menu. This menu must be used for the first 21 days of the contract period. Menus are to meet SBP and NSLP Meal Pattern requirements for the meals to be vended under this contract.




Online Menus & Nutrition Info. →



**LUNCH MENU**

**SEPTEMBER 2024**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6 <b>WINTER BREAK NO SCHOOL</b>	7 SLOPPY JOE ON WGR BUN BAKED BEANS 100% FRUIT JUICE CHOICE OF MILK	8 WGR CHEESE PIZZA BABY CARROTS W/RANCH APPLESAUCE CUP CHOICE OF MILK	9 CHEESE & BEAN BURRITO STEAMED CORN PEACH CUP CHOICE OF MILK	10 CHICKEN NUGGETS W/WGR BREAD SLICE BROCCOLI 100% APPLE JUICE CHOICE OF MILK
13 PANCAKES W/TURKEY SAUS. OVEN ROASTED POTATOES FRESH APPLE CHOICE OF MILK	14 CHICKEN ALFREDO PASTA BAKE STEAMED BROCCOLI 100% FRUIT JUICE CHOICE OF MILK	15 WGR CHEESE PIZZA BABY CARROTS W/RANCH APPLESAUCE CUP CHOICE OF MILK	16 SWEET & SOUR CHICKEN OVER VEGGIE FRIED RICE GREEN BEANS 100% APPLE JUICE CHOICE OF MILK	17 CHEESEBURGER ON WGR BUN BAKED BEANS PEACH CUP CHOICE OF MILK
20 <b>NO SCHOOL</b> 	21 GRILLED CHICKEN ON WGR BUN OVEN ROASTED POTATOES 100% FRUIT JUICE CHOICE OF MILK	22 WGR CHEESE PIZZA BABY CARROTS W/RANCH APPLESAUCE CUP CHOICE OF MILK	23 CHICKEN CORNDOG BAKED BEANS PEACH CUP CHOICE OF MILK	24 ORANGE CHICKEN OVER VEGGIE FRIED RICE STEAMED BROCCOLI 100% APPLE JUICE CHOICE OF MILK
27 LASAGNA ROLL UP GREEN BEANS FRESH APPLE CHOICE OF MILK	28 CHICKEN TENDERS BAKED BEANS 100% FRUIT JUICE CHOICE OF MILK	29 WGR CHEESE PIZZA BABY CARROTS W/R ANCH APPLESAUCE CUP CHOICE OF MILK	30 CHICKEN & WAFFLES OVEN ROASTED POTATOES 100% APPLE JUICE CHOICE OF MILK	31 GRILLED CHEESE STEAMED BROCCOLI PEACH CUP CHOICE OF MILK

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**Program Menus**  
Sample Breakfast Menu

The FSMC shall submit a sample 21 day *cold* breakfast menu. This menu must be used for the first 21 days of the contract period. Menus are to meet SBP and NSLP Meal Pattern requirements for the meals to be vended under this contract.



Online Menus & Nutrition Info. →



**BREAKFAST MENU**

**JANUARY 2025**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6 <b>WINTER BREAK NO SCHOOL</b>	7 BANANA MUFFIN APPLE JUICE CUP CHOICE OF MILK	8 CEREAL GRAHAM CRACKERS PEACHES & JUICE CUP CHOICE OF MILK	9 APPLE CINNAMON BAR PEARS JUICE CUP CHOICE MILK	10 POWDERED DONUT APPLESAUCE JUICE CUP CHOICE OF MILK
13 CINNAMON BUN MIXED FRUIT CUP JUICE CUP CHOICE OF MILK	14 CHOCOLATE MUFFIN PEARS JUICE CUP CHOICE OF MILK	15 DONUT APPLESAUCE JUICE CUP CHOICE OF MILK	16 BANANA CHOC. BAR CRAISINS JUICE CUP CHOICE OF MILK	17 CEREAL GRAHAM CRACKERS PEACHES & JUICE CUP CHOICE OF MILK
20 <b>NO SCHOOL</b> 	21 BANANA MUFFIN APPLE JUICE CUP CHOICE OF MILK	22 CEREAL GRAHAM CRACKERS PEACHES & JUICE CUP CHOICE OF MILK	23 APPLE CINNAMON BAR PEARS JUICE CUP CHOICE MILK	24 POWDERED DONUT APPLESAUCE JUICE CUP CHOICE OF MILK
27 CINNAMON BUN MIXED FRUIT CUP JUICE CUP CHOICE OF MILK	28 CHOCOLATE MUFFIN PEARS JUICE CUP CHOICE OF MILK	29 DONUT APPLESAUCE JUICE CUP CHOICE OF MILK	30 BANANA CHOC. BAR CRAISINS JUICE CUP CHOICE OF MILK	31 CEREAL GRAHAM CRACKERS PEACHES & JUICE CUP CHOICE OF MILK

OUR SCHOOLS

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**Labor Worksheet - FSMC**  
(To be completed by the FSMC for FSMC Employees)

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

Site	Job Title	Hourly Rate	Daily Hours	Number of Days Paid	Total Annual Wage	Unemployment Compensation
All	Site Manager					
All	Substitute / Floater					
Village Preparatory School (Cliffs)	Food Service Worker (Full Time)					
Village Preparatory School (Cliffs)	Food Service Worker (Full Time)					
Village Preparatory School (Cliffs)	Food Service Worker (Part Time)					
Village Preparatory School Woodland Hills	Food Service Worker (Full Time)					
Village Preparatory School Woodland Hills	Food Service Worker (Full Time)					
Village Preparatory School Woodland Hills	Food Service Worker (Part Time)					
Village Preparatory School Willard	Food Service Worker (Full Time)					
Village Preparatory School Willard	Food Service Worker (Full Time)					
Village Preparatory School Willard	Food Service Worker (Part Time)					

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15700 Lotus Drive

Citizens Academy Southeast	Food Service Worker (Full Time)					
Citizens Academy Southeast	Food Service Worker (Full Time)					
Citizens Academy Southeast	Food Service Worker (Part Time)					
Citizens Leadership Academy East	Food Service Worker (Full Time)					
Citizens Leadership Academy East	Food Service Worker (Full Time)					
All	Driver					
All	Driver					
N/A	Dietician					
N/A	Marketing Manager					
Total Labor						
Retirement						
Substitute Pay						

OUR SCHOOLS

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**Fringe Benefit Cost Worksheet - FSMC**  
(To be completed by the FSMC for FSMC Employees)

Employee Name	Hospitalization (Medical) \$	Dental \$	Vision \$	Longevity or Annuity	Unemployment Compensation
Site Manager					
Substitute / Floater					
Food Service Worker (FT)					
Food Service Worker (FT)					
Food Service Worker (PT)					
Food Service Worker (FT)					
Food Service Worker (FT)					
Food Service Worker (PT)					
Food Service Worker (FT)					
Food Service Worker (FT)					
Food Service Worker (PT)					
Food Service Worker (FT)					
Food Service Worker (FT)					
Food Service Worker (PT)					
Food Service Worker (FT)					
Food Service Worker (FT)					
Food Service Worker (PT)					
Food Service Worker (FT)					
Food Service Worker (FT)					
Driver					
Driver					
Dietician					
Marketing Manager					

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Include Paid Time Off (PTO), Holiday pay and Sick pay

If Workers' Compensation cost is charged to food service, what is the percentage? \_\_\_\_\_ %

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

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OUR SCHOOLS

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## Projected Operations – Revenue

SFA should provide documentation.

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### OUR SCHOOLS

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## Projected Operations – Expenses

FSMC should provide documentation.

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### OUR SCHOOLS

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## Certification of Independent Price Determination and Non-Collusion

**Bidder:**

- A. By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition or to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
  3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition;
  4. The bid of this organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- B. Each person signing this contract on behalf of the bidder certifies that: (INDICATE WHICH IS APPLICABLE)
- He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (A)(1) through (A)(4) above.
  - He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/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)(4) above and as their agent does hereby to certify; and he/she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(4) above.
- C. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$150,000 in anticipated program payments or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act ([42 U.S.C. 7401-7671a](#)) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) and is listed by EPA, or is not otherwise exempt.
1. Any facility to be utilized in the performance of this contract (check one) \_\_\_ has \_\_\_ has not been listed on the Environmental Protection Agency List of Violating Facilities.
  2. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, US Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.
  3. He/she will include substantially this certification in every non-exempt subcontract.
- D. To the best of my knowledge, this vending organization, its affiliates, subsidiaries, officers, 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:

\_\_\_\_\_  
Signature of Authorized Representative, Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## Certification Regarding Lobbying

Applicable to Grants, Subgrants, 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, or an employee of a Member of Congress in connection with 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, 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 subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Name / Address of Organization

---

Name/Title of Submitting Official

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Signature

---

Date

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### OUR SCHOOLS

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**Disclosure of Lobbying Activities**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**  
**TO 31 U.S.C. 1352**  
**(SEE PAGE 8 FOR PUBLIC DISCLOSURE)**

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number: (if known)</b>	<b>9. Award Amount: (if known)</b>	
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment: (check all that apply)</b> \$ _____  Actual <input type="checkbox"/> Planned <input type="checkbox"/>	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
<b>12. Form of payment: (check all that apply)</b> <input type="checkbox"/> A. Cash                                      Nature _____ <input type="checkbox"/> B. In-kind (specify)                      Value _____	<b>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)</b>	
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____	
Federal Use Only	Authorized for Local Reproduction	



## Instructions for Completion of Disclosure Lobbying Activities Form

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 in 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 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 (OMB) 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 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 subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Subawards 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 the agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation to Bid (ITB) 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 Item 5.

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**E Prep & Village Prep Woodland Hills**  
9201 Crane Avenue

**E Prep & Village Prep Willard**  
9401 Willard Avenue

**Citizens Academy Glenville &  
Citizens Leadership Academy Glenville**  
12523 Woodside Avenue

**Citizens Academy Southeast &  
Citizens Leadership Academy Southeast**  
15700 Lotus Drive

**Attachment 13**  
**[3 of 3 pages]**

- 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 name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  11. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
  13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
  14. Check whether Continuation Sheets are enclosed.
  15. 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 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 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.

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## Unallowable SFA-FSMC Contract Document Provisions

The following indicate problem areas that have been identified in some SFA-FSMC contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Mark an (X) in each block that indicates no such provisions are in your document(s), unless specified below.

	1. NO Cost Plus a Percentage of Cost/Income - cost plus a percentage of cost/income to FSMC,
	2. NO Duplicate Fees - fee structures that permit a FSMC to bill management fees and charge the
	3. NO Purchasing Restrictions - if SFA does the purchasing, clauses that limit the selection of
	4. NO Improper Acceleration Clause - provisions (multi-year) that require full payment (e.g. program equipment purchases) if the contract is not renegotiated.
	5. NO Interest Payments - interest payments to the contractor, however represented, including interest payments for equipment purchases.
	6. NO Contingent Guaranteed Return - "guaranteed return" provisions unless the "return" remains )in the nonprofit food service account. "Returns" cannot be contingent upon multi-year contract duration.
	7. NO Delegation of SFA Responsibilities - FSMC responsibility for any of the functions that must be retained by SFA (signature authority on the Permanent Agreement and claims, etc.)
	8. NO Automatic Renewal - provisions which automatically renew the contract.
	9. NO Subcontracted Processing - contract document language that permits FSMC to subcontract USDA Foods for further processing.

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

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____

I, the undersigned, hereby confirm that the above language is not included in the contract documents with the named FSMC.

SFA reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

FSMC reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

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