

Request for Proposal (RFP)/Fixed-Price Contract

School Food Authority (SFA) Consulting Services American Classical Academy Rutherford

Section 1: Instructions to Bidders

This document contains a Request for Proposals for providing FSMC/SFA consulting services for American Classical Academy Rutherford participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. The United States Department of Agriculture's School Nutrition Programs that American Classical Academy Rutherford participates in are the National School Lunch Program, Fresh Fruits and Vegetables and the School Breakfast Program.

- 1.1 Notice is hereby given that American Classical Academy Rutherford, hereinafter referred to as the School Food Authority (SFA), intends to enter into a contract for the operation of FSMC/ SFA consulting services.

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

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

The offeror to this RFP will be referenced as the FSMC/SFA Consultant, and any contract that may arise from the RFP will be between the FSMC/SFA Consultant and the SFA.

The SFA strongly encourages Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete for this RFP.

- 1.2 Pre-bid meeting

A meeting with interested offerors to review the specifications and to clarify any questions will be held on September 17, 2024 at 3:30 pm via zoom. The link is (<https://us04web.zoom.us/j/72906204641?pwd=NwGNw83DvWaBAi4OALyPaP2Hea5Lgv.1>).

- 1.3 Bid submission date – All proposals must be received on or before October 2, 2024 at 2:00 pm. Proposals will not be accepted after this time. Submit proposals electronically to pschwenk@rutherfordclassical.org.

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

Contracts entered based on submitted proposals are revocable if contrary to law.

- 1.4 Questions — Submit all questions in writing to Phill Schwenk at pschwenk@rutherfordclassical.org by September 20, 2024 at 12:00 pm.
- 1.5 If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the SFA issues any changes to this Request for Proposals (RFP), acknowledgement of receipt of such changes should be made to the SFA in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the bid as non-responsive.
- 1.6 The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.
- 1.7 To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP and the Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If an offeror modifies, revises, or changes the RFP and/or contract in any manner, the SFA may reject the offer as non-responsive.
- 1.8 Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. The offeror

shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract.

- 1.9 Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.
- 1.10 No proposal may be altered, amended or withdrawn after the specified time for opening proposals.
- 1.11 Potential Vendors shall submit a cover letter, which provides an overview of the offer and qualifications. Include the name, title, phone number and email address of the contact person that can answer direct questions concerning the proposal.
- 1.12 Bids shall be submitted on the forms provided with these specifications. Bids shall be submitted electronically to pschwenk@rutherfordclassical.org on or before October 2, 2024 at 2:00pm. All certifications contained herein must be signed and submitted with the bid.
- 1.13 Bids submitted after the date and time specified will not be considered. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 1.14 The SFA reserves the right to reject any or all bids when there are sound documented reasons to do so, or if the FSMC/SFA Consultant does not submit all required bid documents.
- 1.15 The SFA will not give any relief for errors or omissions to this document.
- 1.16 The SFA will not allow deviations or exceptions from the specifications and conditions of this document.
- 1.17 The submission of the bid indicates that the bidder is informed of the specifications and conditions contained herein.
- 1.18 The SFA will not allow bid withdrawal or any changes after submission of the bid.
- 1.19 Once opened, no bid modification will be allowed without written approval from the SFA.

- 1.20 The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractor nor potential contractors in connection with this bid.
- 1.21 The SFA reserves the right to investigate each bidder's ability to fulfill the terms of this bid.
- 1.22 All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the submission date of October 2, 2024. Award of the contract shall be made to the responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the contract.
- 1.23 If a prospective FSMC/SFA Consultant does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Phill Schwenk at pschwenk@rutherfordclassical.org no later than 5 days after the published award. The hearing official will disclose the dispute to the Tennessee Department of Education, Office of School Nutrition. The steps for dispute resolution are as follows:
1. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.
 2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
 3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
 4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
- 1.24 No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.
- 1.25 All completed bids and supporting documentation submitted shall be the property of the SFA.
- 1.26 Until such time as a contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the SFA. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the contract

has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, state, or federal authority having jurisdiction.

1.27 Timeline

- September 5, 2024 bid available to public
- September 17, 2024 @ 3:30 pm, pre-bidders meeting
- September 20, 2024 @ 12:00 pm, questions due
- September 24, 2024 @ 3:30 pm, SFA responses to questions
- October 2, 2024 @ 2:00 pm, bid submissions due
- October 3, 2024, SFA Scores bids
- October 10, 2024, contract award
- October 14, 2024, awarded Vendor begins service

1.28 Proposal Evaluation Plan

(40) points Cost & Financial Proposal

(30) points Specialized Experience in Child Nutrition Program Consulting and Performance History (Identifies and demonstrates FSMC/SFA Consultant's ability to provide services as stated in the RFP/Contract) Provide 3 letters from current clients with a similar scope of work. Include the contract dates, scope of work, and assessment of performance history

(30) points Organization (Provide company background, Organization Structure, Resumes of team members who will be working with American Classical Academy Rutherford. Resumes should include all Child Nutrition Experience. Provide a list of current clients that organization is a FSMC/SFA Consultant for)

100 points TOTAL

CONTRACT
Between American Classical Academy Rutherford
AND
[CONTRACTOR NAME]

This Contract, by and between American Classical Academy Rutherford hereinafter referred to as the “SFA” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “FSMC/SFA Consultant,” is for the provision of SFA Consulting services, as further defined in the “SCOPE OF SERVICES.”

The FSMC / SFA Consultant is A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The FSMC/SFA Consultant’s address is:

[ADDRESS]

Section 1: Scope and Purpose

- 1.1 During the term of this Contract, FSMC/SFA Consultant shall support the SFA’s Food Service Program in conformance with SFA’s agreement with the Department of Education.
- 1.2 The FSMC/SFA Consultant shall be an independent contractor and not an employee of the SFA. The employees of the FSMC/SFA Consultant shall be considered solely employees of the FSMC/SFA Consultant and shall not be considered employees or agents of the SFA in any fashion.
- 1.3 The SFA shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program and the United States Department of Agriculture regarding School Nutrition Programs.
- 1.4 SFA will adhere to the procurement standards specified in 7 CFR 210.21 when contracting with the FSMC/SFA Consultant.
- 1.5 The SFA remains responsible for:
 - **Preparation of Solicitation and Contract Documents**—The SFA must prepare all solicitation documents, evaluation, and scoring criteria for contract award and obtain State agency approval of the contract prior to

contract execution. This includes having the State agency annually review the contract (including all supporting documentation) per 7 CFR 210.19(a)(5)

- **SFA Program Oversight**—the SFA remains responsible for Program operations and cannot, therefore, relinquish control of the Program to the FSMC/SFA Consultant
- **SFA Monitoring**—The SFA designated representative will monitor the food service operation through periodic on-site visits in all schools operating the Programs, per 7 CFR 210.16(a)(3), including USDA Foods in accordance with 7 CFR 250.51(d). SFA will utilize the state monitoring forms.
- **Control the Quality, Extent and Nature of Food Service**—The SFA must retain control of the quality, extent, and general nature of the food service and the prices to be charged to the children for meals
- **Signature Authority**—The SFA must retain signature authority on the agreement between the SFA and the State agency to participate in the Programs operated, **including the SFA's free and reduced price policy statement and the Claim for Reimbursement.**
- **Free and Reduced-Price Meal Process**—The SFA must maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR 245. Such responsibilities include conducting hearings related to such determinations and verification of applications for free and reduced-price meals.

Section 2: FSMC/SFA Consultant Responsibilities

- 2.1 An employee of the FSMC/SFA Consultant will perform for the SFA various aspects of the application, certification, and verification process of eligibility for school meals programs. FSMC/SFA Consultant will review and process lunch applications and conduct Direct Certification Match.
- 2.2 FSMC/SFA Consultant will assist SFA with gathering all documents required for state reporting, including but not limited to, providing, edit checks from Point of Sale (POS) system for SFA to prepare reimbursement claims, and keeping copies of health inspections
- 2.3 FSMC/SFA Consultant will assist in managing SFA's POS system and Application Processing System. This includes managing the data imports from SFA's Student Information System to the POS System, provide technical support to SFA and FSMC staff, and provide training on the POS system and Application Processing System.
- 2.4 FSMC/SFA Consultant will assist with the verification process through running the sample size and creating the letters and responses to households.

- 2.5 FSMC/SFA Consultant will provide comprehensive audit support for Procurement and Administrative Reviews, including preparation prior to audit, on-site during the audits and follow up support as needed
- 2.6 FSMC/SFA Consultant will work with FSMC and SFA to help resolve any operational issues that may occur. FSMC/SFA Consultant will work directly with FSMC to provide any support or guidance that may be needed to ensure program is operating efficiently.
- 2.7 FSMC/SFA Consultant will ensure SFA's wellness policy is updated and coordinate meetings with wellness committee as needed
- 2.8 The selected firm will provide consultative services to assist the SFA with management of various aspects of the food service procurement process including preparing the RFP documents, setting up advertisements for public notification, scheduling any pre-bidders meeting, facility walk-throughs, vendor presentations and public openings.
- 2.9 FSMC/SFA Consultant will oversee any renewals with existing food service management company
- 2.10 FSMC/SFA Consultant will review FSMC monthly invoices to ensure accuracy to the claim
- 2.11 FSMC/SFA Consultant will schedule check in meetings with FSMC and SFA as needed to discuss any operation needs of the food service program
- 2.12 FSMC/SFA Consultant will monitor the food service program to ensure compliance of the child nutrition program
- 2.13 FSMC/SFA Consultant will complete the paid lunch equity tool on a yearly basis.
- 2.14 FSMC/SFA Consultant will provide additional support as needed including but not limited to, resolving kitchen equipment repairs, health permitting or fire marshal permitting.
- 2.15 FSMC/SFA Consultant will be required to meet the USDA professional standards requirements and provide documentation on a yearly basis.
- 2.16 FSMC/SFA Consultant will provide training to SFA to meet annual Professional Standards requirements. Trainings will be conducted virtually.

Section 3: Pricing

- 3.1 FSMC/SFA Consultant will provide a fixed price monthly fee, which will be paid throughout the year
- 3.2 This Contract shall constitute the entire compensation due the FSMC/SFA Consultant for all goods and services provided under this Contract regardless of the difficulty, materials or equipment required.
- 3.3 The FSMC/SFA Consultant must submit invoices for payment within 45 days of the last day of each month or the final service for the school year

Section 4: Terms and Termination

- 4.1 This contract is effective for a one-year period for the period commencing October 14, 2024 through June 30, 2025, with the option to renew annually for a period not to exceed four additional years.
- 4.2 Either the SFA or FSMC/SFA Consultant can terminate this contract for cause or for convenience with a 60-day written notification. Following a 60-day written notification, the SFA can terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC/SFA Consultant.
- 4.3 Following any termination for convenience, the FSMC/SFA Consultant shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this contract, up to and including the date of termination. The SFA shall have the right to receive services from the FSMC/SFA Consultant through the effective date of the notice of termination and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 4.4 Notwithstanding any provision to the contrary in this contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this agreement are not appropriated by the Tennessee General Assembly or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this contract.

- 4.5 Notwithstanding the notice period in paragraph 4.2, the SFA may immediately terminate the contract, in whole or in part, upon notice to the FSMC/SFA Consultant if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees, or subcontractors have caused—or reasonably could cause—jeopardy to health, safety, or property; or, if the SFA determines that the FSMC/SFA Consultant lacks the financial resources to perform under the contract.
- 4.6 If the FSMC/SFA Consultant fails to perform to the SFA’s satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the SFA shall provide written notice to the FSMC/SFA Consultant requesting that the breach of noncompliance be remedied within 60 days. If the breach is not remedied by the specified period of time, the SFA may: (a) immediately terminate the contract without additional written notice; or (b) enforce the terms and conditions of the contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method it may deem expedient. Any damages incurred by the SFA as a result of any FSMC/SFA Consultant default shall be borne by the FSMC/SFA Consultant at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the SFA by the FSMC/SFA Consultant upon demand.
- 4.7 Neither the FSMC/SFA Consultant nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or any other acts which could not have been prevented by the exercise of due diligence (“act of God”). The SFA may cancel the contract without penalty if the FSMC/SFA Consultant’s performance does not resume within 30 days of the FSMC/SFA Consultant interruption of services due to an act of God.
- 4.8 The only rates and fees that may be adjusted in subsequent contract terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a contract renewal agreement, the FSMC/SFA Consultant shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent contract terms must not exceed the Consumer Price Index for Urban Consumers – U.S. City average, all items less Food and Energy annual rate for December of the current school year, as compared to the rate for December of the previous year. Percentage increases cannot be applied to any previous contract term’s total estimated or actual contract cost.
- 4.9 All amendments must be documented, reviewed, and approved by the State agency prior to execution 2 CFR 210.16(a)(10). Additionally, the State agency must review and obtain awarding agency approval for all proposed contract modification changes when the scope of a contract or the change increases the contract amount

by more than the Simplified Acquisition Threshold (Federal \$250,000). [2 CFR 200.324(b)(5)]

Section 5: General Contract Terms

- 5.1 The SFA, Tennessee Department of Education, Comptroller General, and USDA or their duly authorized representatives, may perform on-site reviews of FSMC/SFA consultant, including the review of records, to ensure compliance with the requirements of this contract and federal regulations.
- 5.2 No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- 5.3 This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the FSMC/SFA Consultant and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 5.4 Each party to this contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this contract; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract; and (c) this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 5.5 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 all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.
- 5.6 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this contract shall operate as a waiver of any other term, right, or condition.
- 5.7 Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.
- 5.8 It is further agreed between the SFA and FSMC/SFA Consultant that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.

- 5.9 The FSMC/SFA Consultant is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 5.10 The Tennessee Department of Education and the USDA are not parties to this contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC/SFA Consultant. The SFA has full responsibility for ensuring the terms of the contract are fulfilled.
- 5.11 To the fullest extent permitted by law, the FSMC/SFA Consultant agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers, and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees arising or resulting from, occasioned by, or in connection with: (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the FSMC/SFA Consultant, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (ii) failure by the FSMC/SFA Consultant or its subcontractors to comply with any laws applicable to the performance of the services; (iii) any breach of this contract, including, without limitation, any representation or warranty provided by the FSMC/SFA Consultant herein; (iv) any employment actions of any nature or kind, including but not limited to workers compensation or labor action brought by the FSMC/SFA Consultant's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 5.12 In order for the SFA to respond timely and appropriately to the requirements of the Tennessee Freedom of Information Act (FOIA), the FSMC must review all documents required to be provided under this contract and the exemptions for release under FOIA and, if exemptions are allowed, provide the SFA a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as "redacted," and the FSMC shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the state of Tennessee public access counselor before a denial to a FOIA request can be made. The SFA will abide by the decisions of the public access counselor.
- 5.13 Each party, including its agents and subcontractors, to this contract may have or gain access to confidential and proprietary data or information of the other party

including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," etc.), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, etc.), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided (confidential information). No confidential information collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the term of the contract or thereafter. The recipient must return any and all confidential information used in the course of the performance of the contract, in whatever form it is maintained, promptly upon termination of the contract, or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction, if destruction is permitted by the disclosing party. Confidential information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing party's confidential information.

- 5.14 The FSMC/SFA Consultant will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student education records as defined in FERPA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the FSMC/SFA Consultant will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the FSMC/SFA Consultant's possession shall be returned to the SFA when no longer needed for the purposes for which they were provided or, at the SFA's written request, they shall be permanently destroyed and the FSMC/SFA Consultant shall provide written confirmation to the SFA upon the destruction of student records.
- 5.15 The SFA and FSMC will keep all original documents. The FSMC/SFA Consultant will only have copies of documents.
- 5.16 Upon expiration or termination of the contract, the FSMC/SFA Consultant shall surrender all records as noted above relating to the initial contract and all subsequent renewal terms, if applicable, to the SFA within 30 days of the contract expiration or termination. SFA can request access to all records at any time should the need arise.

- 5.17 The SFA shall retain all records relating to the initial contract and all subsequent contract renewal terms for a period of three years, beginning from the date the final contract renewal term has expired, the receipt of final payment under the contract is recorded, or after the SFA submits the final "Monthly Claim for Reimbursement" for the final fiscal year of the contract, whichever occurs last.
- 5.18 FSMC/SFA Consultant will return all records at renewal time from the previous year.
- 5.19 "Cost-plus- a- percentage of cost and cost-plus-a percentage of income contracts are prohibited. [2 CFR 200.323(d)]"
- 5.20 The Selected FSMC/SFA Consultant shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires the selected FSMC/SFA Consultant and SFA to do the following with contracting:
- a. The Selected FSMC/SFA Consultant and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
 - 7) The Selected FSMC/SFA Consultant and SFA agree to comply.
- 5.21 If this contract is in excess of \$100,000, the SFA and FSMC/SFA consultant shall comply with all applicable standards, orders, and regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.);
- “Certificate Regarding Lobbying” pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018);
- “Bid-Rigging Certification” pursuant to Section 33E-3 or Section 33E-4 of the Tennessee Criminal code, contained in Chapter 38 of the Tennessee Revised Statutes;
- “Certificate of Independent Price Determination;”
- “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” pursuant to Executive Orders 12549 and 12689 (7 CFR 3017 Subpart C); and
- “Disclosure of Lobbying Activities” pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

5.22 The FSMC/SFA Consultant certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- The Department of Labor regulations (29 C.F.R. Part 5);
- Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708) (for contracts in excess of \$2,500);
- Rights to Inventions Made Under a Contract or Agreement (Appendix II to 2 CFR 200/7 CFR 3019.48);
- Davis Bacon Act (for construction contracts in excess of \$2,000) (Appendix II to 2 CFR 200/7 CFR 3019.48); and
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II to 2 CFR Part 200 (j) (for contracts worth \$100,000 or more).

Exhibit A: Site Data Form—FSMC/SFA Consultant Contract

Site Name, Address, and Phone Number	Contact Person	Current Enrollment	Breakfast		Lunch	
			Annual Number of Serving Days	Average Daily Participation	Annual Number of Serving Days	Average Daily Participation
American Classical Academy Rutherford	Phillip Schwenk	220	TBD	TBD	TBD	TBD

Exhibit B: Eligibility Data and Projected Enrollments

Site Name	October 2024-2025 Eligibility Data		Projected Enrollments				
	Free	Reduced price	2024-25	2025-26	2026-27	2027-28	2028-29
American Classical Academy Rutherford	TBD	TBD	350	375	400	425	450

American Classical Academy Rutherford will increase a grade level each year until the school grows from a K-5 school to K-9th grade school by the 2028-2029 school year.

Proposer Name

Exhibit to Contract: By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d etseq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 etseq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.
- x. 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 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.

Proposer Signature and Date

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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, or 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;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st 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 "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

