

Cost Reimbursable FSMC Contract Signature Page

Initial each statement and sign the contract.

1. SFA did not solicit or accept recommendations or allow FSMC to develop specifications, requirements, scoring criteria, statements of work, contract terms and conditions or other documents for use in the RFP to procure an FSMC.

SFA *JD*

FSMC *PW*

2. SFA and FSMC have read and fully understand and will comply with the contents of this RFP/Contract.

SFA *JD*

FSMC *PW*

3. State Agency developed Cost Reimbursable RFP was not altered and information was provided in all areas indicated.

SFA *JD*

FSMC *PW*

4. Paying the FSMC from Child Nutrition Program Funds is prohibited until the contract is signed by both parties and notification of final approval is received from the State Agency.

SFA *JD*

FSMC *PW*

5. The contract is not in effect until the date of final approval by the State Agency.

SFA *JD*

FSMC *PW*

6. The contract was awarded to the responsible proposer whose proposal is the most advantageous to the program with price and other factors considered. Only the SFA's approved scoring criteria was used in evaluating the proposals.

SFA *JD*

7. SFA and FSMC have reviewed the guarantee conditions and assumptions.

SFA *JD*

FSMC *PW*

8. SFA is responsible for monitoring the food service operation and cannot delegate this responsibility to the FSMC. This includes, but is not limited to: On-Site Reviews, FSMC contract monitoring, SFA review of the Edit Check Worksheet for reimbursement submissions, review of monthly invoicing, approval of Free and Reduced meal applications, and verification.

SFA *JD*

FSMC *PW*

9. SFA and FSMC shall follow all Federal and State Procurement regulations.

SFA *JD*

FSMC *PW*

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10. FSMC **cannot** be a vendor or purchase equipment for the SFA unless the supply or service is properly procured.

SFA *[Signature]*

FSMC *PW*

The RFP (Form 17CR), FSMC Proposal, Response and Projected Operating Statement (Form 23CR), and all documents completed by the FSMC are attached hereto and incorporated into this Agreement. This agreement shall be in effect for one year starting **July 01, 2021** through **June 30, 2022** and may be renewed by mutual agreement for up to four (4) additional one year period(s).

The Parties have expressed their mutual agreement, and in consideration thereof, the undersigned, as the duly-authorized representative of their respective agencies, hereby make the above certifications and execute this Agreement.

School Board President:

Printed Name: Debra Williams

Signature: *[Signature]*

Title: WBOE President

Date: 07-08-21

School Food Authority Business Administrator/Administrator:

Printed Name: Kelvin L. Smith

Signature: *[Signature]*

Title: Asst. Super/Bus/Board Secy

Food Service Management Company Representative:

Printed Name: Paul Whitcomb

Signature: *Paul Whitcomb*

Title: President & CEO

Date: 07-09-21