

PROPOSAL REQUIREMENTS AND SPECIFICATIONS

FOR

FOOD SERVICES

FOR

SOUTH WHIDBEY SCHOOL DISTRICT

South Whidbey School District #206

721 Camano Avenue

Langley, Washington 98260

PROPOSAL DEADLINE: June 22, 2009 4:00pm
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NOTICE OF REQUEST FOR PROPOSALS

The South Whidbey School District #206 (District) is accepting written food service proposals from qualified food service management companies (FSMC) to provide food services according to District specifications.

Detailed specifications may be obtained from and proposals shall be filed with:

Dan Poolman, Director of Business & Operations
South Whidbey School District #206
721 Camano Avenue (PO Box 346)
Langley, WA 98260
(360) 221-6100

Sealed proposals must be received no later than 4:00 p.m. June 22, 2009. Proposals received after scheduled closing cannot be considered.

The District reserves the right to accept any proposal which it deems most favorable to the interests of the District. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the District.

A pre-bid conference will be held on June 12, 2009 at 10:30 a.m. at the address listed above. Each FSMC is limited to a maximum of two representatives. Attendance at the pre-bid conference is strongly recommended if you wish to submit a proposal. The purpose of this conference is to answer questions related to our food service program.

No bidder may withdraw or alter his proposal after the time set for opening thereof, unless award of contract is delayed for a period of more than forty-five (45) days from the date of opening.

South Whidbey School District No. 206
Island County, Washington
Published: May 30, 2009 and June 6, 2009 in the South Whidbey Record
Submitted by: Dan Poolman, Director of Business & Operations

INSTRUCTIONS TO FSMC (CONTRACTOR)

1.0 NOTICE TO FSMC (CONTRACTOR)

- 1.1 Proposals are invited by the Board of Directors of the South Whidbey School District #206 for **FOOD SERVICES FOR THE SOUTH WHIDBEY SCHOOL DISTRICT #206**. PROPOSALS WILL BE RECEIVED until 4:00 pm, Monday June 22, 2009 at the South Whidbey School District's Administrative Offices, 721 Camano Avenue, Langley, Washington 98260. It is the sole responsibility of the proposal author to see that his/her proposal is received at the designated place prior to the time set for termination of receiving proposals.
- 1.2 Before submitting their proposal, each FSMC (Contractor) shall become fully informed as to the specifications and requirements of this contract. The failure or omission of the FSMC (Contractor) to receive or examine any form, instrument, and addendum or acquaint himself with conditions existing, shall in no way relieve the FSMC (Contractor) from obligations with respect to his proposal. The District will in no case be responsible for any loss for any unanticipated costs, which may be suffered by the FSMC (Contractor) as a result of the FSMC's (Contractor's) failure to be fully informed in regard to all conditions pertaining to the completion of the contract. It being understood that the tender of a proposal carries with it the agreement to all terms and conditions referred to herein.
- 1.3 At any time prior to the scheduled closing time for receipt of proposals, any FSMC (Contractor) may withdraw his proposal. No bidder may withdraw or alter his proposal after the time set for opening thereof, unless award of contract is delayed for a period of more than forty-five (45) days from the date of opening. Any proposals received after the scheduled closing time will be returned to the bidder unopened.
- 1.4 The District reserves the right to accept any proposal which it deems most favorable to the interests of the District. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the District.

2.0 PROPOSALS

Proposals, to be entitled for consideration, must be in accordance with the following instructions:

- 2.1 FSMCs (Contractors) are required to use the enclosed proposal forms and supply all information in the format requested. Alternatives may be submitted along with the proposal; however, any alternatives should be fully described therein.

- 2.2 The proposal must be submitted in a sealed opaque envelope addressed to the Dan Poolman, Director of Business & Operations, South Whidbey School District, 721 Camano Avenue (PO Box 346), Langley, WA 98260. The name and address of the FSMC (Contractor) and Food Service Proposal must appear on the outside of the envelope. The FSMC (Contractor) must submit one (1) original and three (3) copies of the proposal.
- 2.3 The proposal must bear the title and signature in long hand of a person duly authorized to sign the proposal. If the proposal is made by a partnership or copartnership, it shall be so stated, and it shall contain the names of each partner and shall be signed in the firm name, followed by the signatures of the partners. If the proposal is made by a corporation, it shall be signed by the name of the corporation followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation.
- 2.4 Any erasures, inter-lineation or other corrections in the proposal must be initialed by the person(s) signing the proposal.
- 2.5 Interpretation of Proposal Documents and Addenda.

If any FSMC (Contractor) or interested person contemplating submitting a proposal for the proposed service is in doubt as to the true meaning of any part of the instructions and specifications, he/she may submit to the District a written request for an interpretation to:

DanPoolman, Director of Business & Operations
South Whidbey School District No. 206
PO Box 346
Langley, WA 98260

FAX (360)221-3835
EMAIL dpoolman@sw.wednet.edu

All such requests must be received no later than Friday, June 12, 2009. This means that any requests received after that date will be summarily ignored and not responded to. The person submitting the request will be responsible for its prompt delivery.

Any interpretation, correction, or other change of the specifications will be made solely at the District's option. Any interpretation, correction, or change judged by the District to be necessary, will be issued in writing and will become an addendum to the proposal specifications and procedures. The addendum will be provided, by mail or by fax, to all FSMCs (Contractors) or persons interested in bidding who have provided the District purchasing supervisor, in writing, with a mailing address and/or fax number.

The District disavows and denies responsibility for any other explanations or interpretations of the proposed documents.

3.0 PROPOSAL COSTS

All costs, directly or indirectly related to preparation of a response to the proposal invitation or any oral presentation required to supplement and/or clarify a bid which may be required by the District shall be the sole responsibility of and shall be borne by the FSMC(s) (Contractor(s)).

4.0 LEGAL FEES

If suit or action is instituted in connection with any controversy arising out of this proposal or the contract relating thereto, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court of jurisdiction may adjudge reasonable as attorney's fees, including such attorney's fees on appeal to the Court of Appeals and/or Supreme Court. (Court of Jurisdiction - state of Washington, Island County).

5.0 HOLD HARMLESS AGREEMENT

FSMC (Contractor) shall protect, indemnify and hold the District harmless from all claims and against any damage, cost or liability for injury or death to persons or damage to or destruction of property arising out of work performed under this contract. The FSMC (Contractor) accepts liability caused by FSMC (Contractor) negligence for claims assessed as a result of federal/state reviews/audits, corresponding with the Districts period of liability. The FSMC (Contractor) accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

6.0 PROPOSALS A PART OF CONTRACT

The NOTICE OF REQUEST FOR PROPOSALS, INSTRUCTION TO FSMCs (CONTRACTORS), GENERAL REQUIREMENTS, SPECIFICATIONS, AND PROPOSAL SUBMITTALS are part of all contracts and purchase orders that are issued as a result of this proposal. It is understood by each FSMC (Contractor) that tender of this proposal carries with it the implied agreement to all the terms and conditions contained herein.

GENERAL REQUIREMENTS

SCOPE

- 1.1** Currently, the South Whidbey School District participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP). It is the intent of the South Whidbey School District #206, hereafter referred to as the District, to seek proposals from qualified food service management companies (FSMC) for the intent of selecting a FSMC (Contractor) to manage the District's food service program. The District wishes to enter into a contract with the successful FSMC (Contractor), hereafter referred to as the FSMC (Contractor), to provide a food service program for the District for a period of one year with up to four one-year renewals, beginning August 1, 2009. The purpose of this document is to obtain proposals from prospective FSMCs (Contractors) and to obtain as complete data as possible from which the FSMC (Contractor) will be selected. FSMC (Contractor) will be selected from the prospective FSMCs (Contractors) that are judged by the District to be best able to meet the criteria considered in the selection process and, therefore, judged most advantageous to the District.
- 1.2** The successful FSMC (Contractor) shall conduct the Food Service Program(s) in a manner which best fulfills the following program objectives:
- To provide an appealing and nutritionally sound program for students as economically as possible.
 - To increase the awareness of students, parents, staff and the community of the advantages of sound food services program.
 - To promote educational value and nutritional awareness wherever the food service operation can interface with the District programs.
 - To maintain reasonable, competitive prices in the program.
 - To maintain student and staff morale at a high level.
 - To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
 - To maintain a food service program that is self-supporting for direct costs.
 - To reach maximum participation and show a reasonable increase throughout the year and from year to year.
 - To maintain a stable, well-trained, and supportive food service staff.
 - To provide catering as requested for school-related events.

2.0 CONTRACT PERIOD

- 2.1** The initial contract period shall commence on August 1, 2009 or date of award, whichever is later, and end on July 31, 2010. The contract may be renewed at District option for up to four additional one-year periods as allowed by federal and state regulations. The total contract period not to extend beyond July 31, 2014. An addendum, approved by both parties, may be used to make minor modifications to this contract. Minor modifications do not substantially change the scope of the contract.
- 2.2** Either party may terminate the contract during any year by giving 60 days written notice to the other party of its intention to terminate the contract. Further, the FSMC

(Contractor) shall provide written notice to the District, 60 days prior to the annual renewal date, of its intent to renew the contract.

- 2.3 District reserves the right, by written notice or facsimile transmission, to terminate the contract immediately due to circumstances beyond the control of either party.

3.0 TERMINATION OF CONTRACT

Non-compliance with the terms of this specification and ensuing contract can result in cancellation of the contract. In the event of cancellation the District will not be obligated to compensate the FSMC (Contractor) for any work undertaken. The FSMC (Contractor) shall be liable for any damages incurred by the District due to non-compliance.

4.0 FSMC (CONTRACTOR) QUALIFICATION

- 4.1 At the time of proposal opening, the successful bidder must be an established and qualified FSMC (Contractor) with personnel and business structure in place to perform all requirements in the event of award. Each FSMC (Contractor) must submit for consideration such record of work and further evidence as may be required by the District regarding experience and ability in similar work, a statement showing financial standing, and assurance that the FSMC (Contractor) has provided or will promptly provide suitable labor and materials to satisfactorily complete the work specified. Failure to furnish such a record of work and evidence of capacity, the inclusion of any false or misleading statements therein, or the omission of any important part thereof, shall be sufficient cause for the rejection of the proposal.
- 4.2 FSMC (Contractor) must be licensed to conduct business in the state of Washington.
- 4.3 FSMC (Contractor) must have successful prior experience providing similar contracted food service activities with school districts of similar volume and enrollment.
- 4.4 FSMC (Contractor) is encouraged to attend a pre-bid conference to be held at the following location and time:

Date: June 12, 2009
Time: 10:30 am
Location: South Whidbey School District #206
721 Camano Avenue
Langley, Washington 98260

This pre-bid conference will include a tour of the kitchen(s) and facilities conducted by the District and a question and answer session to be held at the conclusion of the tour.

- 4.5 By reading this pre-qualification outline and submitting a proposal, the interested FSMC (Contractor) acknowledges that the District has no obligation to contract unless in its sole opinion it is in its best interest to do so.

5.0 DISQUALIFICATION OF FSMC (CONTRACTOR)

More than one proposal from a FSMC (Contractor) under the same or different names will not be considered. Reasonable grounds for believing that any FSMC (Contractor) has vested interest in more than one bid will cause the rejection of all bids in which such is the case. The prohibition against the submission of more than one bid shall be interpreted to include bids from all forms of ownership and affiliation including, but not limited to, parent, and subsidiary corporations whether wholly owned or majority interest, joint ventures and partnerships having common partners and individuals presenting separate bids. Any or all bids will be rejected if there is reason to believe that collusion exists among FSMCs (Contractors) and no participant in such collusion will be considered in future bids for specified services.

6.0 ASSIGNMENT

No part of this award may be sub-contracted without the prior approval of the District. The successful FSMC (Contractor) shall not assign any portion of the contract nor may a right in regard thereto be conferred on any third person by any other means without prior written consent of the District. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

7.0 PERFORMANCE BOND

- 7.1 The interested FSMC (Contractor) must be willing to provide a performance bond in the full amount of the one-year contract should the contract be awarded. A statement from an acceptable bonding or surety company must be included with the submittal data. Acceptable bonding company will have a Best's rating of "A" or better and must be licensed to conduct business in the state of Washington.
- 7.2 The FSMC (Contractor) shall, within ten (10) calendar days after receipt of the prepared contract and before commencing the work hereunder, furnish a corporate performance bond as described in 7.1 above. The contract shall not be binding until such bond is so furnished and approved by the District, and, if not so furnished within ten (10) days, the District may, at its option, determine that the FSMC (Contractor) has abandoned the Contract.

8.0 CERTIFICATE OF INSURANCE

FSMC (Contractor) shall maintain, as a direct cost of operation, the following minimum insurance coverage while performing services hereunder. The policy(s) will provide for at least thirty (30) days written notice of cancellation or material alteration of coverage to be given to the District. The

District shall receive, on the effective date of the Contract, a certificate(s) of insurance verifying the coverage and naming the District as co-insured.

- 8.1 Comprehensive General Liability with Bodily Injury and Property Damage limit of \$2,000,000 per occurrence/aggregate. This will include coverage for all premises, Contractual Liability, Personal Injury Liability, and Products/Completed Operation Liability.
- 8.2 Worker's Compensation insurance to cover the FSMC (Contractor's) employees.

9.0 OSHA AND WISHA REQUIREMENTS

FSMC (Contractor) agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued thereunder and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. FSMC (Contractor) further agrees to indemnify and hold harmless the District from all damages assessed the District as a result of FSMCs (Contractors) failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

10.0 STATE AND FEDERAL REGULATIONS

- 10.1 All services offered under this proposal shall be in accordance with all applicable local, state and federal laws and regulations regarding but not limited to equal opportunity employment, prevailing wages, overtime compensation, licensing and training of FSMCs (Contractors) employees, sanitation, and quality and quantity of materials supplied.
- 10.2 FSMCs (Contractors) must sign and comply with the terms of the attached affirmative action contract requirements. Failure to sign this contract shall be cause for rejecting proposals.
- 10.3 The proposal and contract offered must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018 and OMB Circular No. A-102, Attachment O).
- 10.4 The FSMC (Contractor) must comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Energy Policy and Conservation Act, Executive Order 11738 and EPA regulations. Violations will be reported by Federal Nutrition Services (FNS), and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities.
- 10.5 The FSMC (Contractor) agrees to the "Buy American" provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.

- 10.6 If the District's food service operations were previously performed by classified school employees, the FSMC (Contractor) agrees that health benefits will be similar to those provided for school employees who would otherwise perform the work. (Per RCW 28A.400.285).
- 10.7 The District shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.

11.0 SITE INSPECTION

The District reserves the right to inspect the FSMC's (Contractor's) facilities and other food service operations under its management prior to any award of this contract.

12.0 CONCURRENT OPERATIONS

Because other activities of the District will be proceeding at the same time as the work covered by this contract, the FSMC (Contractor) shall cooperate with the District's representative to ensure that all contract work progresses in a manner which does not conflict with the operation of the school.

It is specifically understood that the District may, without interfering with normal food service, use the dining, production, and service areas from time to time for such purposes as student testing and community functions as may be required. Appropriate set-up and clean-up for non-food service use shall be the responsibility of the District

13.0 TAXES

Taxes, whether state or federal SHALL NOT be included in the proposal.

- 13.1 The District is exempt from federal excise taxes.
- 13.2 Washington State sales tax, when applicable, should be added as a separate item on invoices only, not to be included in the proposal.

14.0 AWARDS

- 14.1 The District reserves the right to reject any or all proposals and/or call for new proposals. Any award will be made on the basis of the District's subjective evaluation of the proposals against the stated evaluative criteria/factors, and to the FSMC (Contractor) whose proposal is judged by the District to be most advantageous to the District. Award will be made by the District on the basis of the proposal which, in the District's sole and absolute judgment, will best serve the interests of the District.

- 14.2 The District will evaluate each proposal based upon the ten following significant factors.

Rating System	Factor Number	Factor Description
50	1	Financial pro forma; Proposed amount of the management fee; Projected overall program financial results.
40	2	21 day cycle elementary menu and proposed program for middle and high school.
30	3	FSMC (Contractor) experience, ability, responsibility and work record in management of school food service programs.
20	4	References of present and prior school food service contracts in the state of Washington.
15	5	Nutritional marketing, communication plan, and menu planning option (see Specifications at section 2.0 Meal Services).
15	6	Employee training and development plan.
10	7	Purchasing specification and purchasing power.
10	8	Support for clean preparation areas and safe food.
5	9	FSMC's (Contractor's) accounting and reporting system.
5	10	FSMC's (Contractor's) proposed on-site supervisor.

- 14.3 A review of all proposals will be made by District administration. This may include interviews and site visits. An administrative recommendation regarding award of Contract will be made to the school board. Final decision regarding award of Contract will be made by the school board.

15.0 Management of Donated Foods – Fixed-Price Contracts

Required contract provisions in fixed-price contracts: In accordance with 7 CFR 250.53, the following provisions relating to the use of donated foods must be included, as applicable, in a recipient agency's fixed-price contract with a food service management company. Such provisions must also be included in procurement documents. The required provisions are:

- 15.1 A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency'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 Sec. 250.51(a);
- 15.2 The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;
- 15.3 The method of determining the donated food values to be used in crediting, in accordance with Sec. 250.51(c), or the actual donated food values;

- 15.4 Any activities relating to donated foods that the food service management company will be responsible for, in accordance with Sec. 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250;
- 15.5 A statement that the food service management company will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service;
- 15.6 A statement that the food service management company 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 the recipient agency's food service;
- 15.7 Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;
- 15.8 Assurance that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
- 15.9 Assurance that the food service management company will comply with the storage and inventory requirements for donated foods;
- 15.10 A statement that the distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;
- 15.11 A statement that the food service management company will maintain records to document its compliance with requirements relating to donated foods, in accordance with Sec. 250.54(b); and
- 15.12 A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

16.0 Management of Donated Foods - Cost-Reimbursable Contracts.

Required contract provisions in cost-reimbursable contracts. A cost-reimbursable contract must include the same provisions as those required for a fixed-price contract. Such provisions must also be included in procurement documents. However, a cost-reimbursable contract must also contain a statement that the food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.

SPECIFICATIONS

1.0 SCOPE

To provide a School Lunch and Breakfast Program that includes, but is not limited to, the following:

- Provide management necessary to operate a quality food service program.
- Prepare specifications for food, supplies, and equipment.
- Direct the purchase and storage of raw food and supplies.
- Plan menus.
- Manage the preparation, delivery, and service of food.
- Participate in nutrition education programs.
- Supervise food service preparation and serving staff.
- Manage personnel development and training.
- Provide adequate insurance coverage as specified.
- Conduct field audits to check selected daily records and controls.
- Provide periodic visits by responsible FSMC (Contractor) executives.
- Prepare weekly or monthly reports on operations.
- Supply information for the preparation of state, federal, and school district fiscal and management reports and other special reports as required.
- Administer operation in accordance with District policy and standard practice.

2.0 MEAL SERVICES

The FSMC (Contractor) will provide reimbursable meals each day schools are in session. "Reimbursable meals" are defined as those lunches and breakfasts or snacks that qualify for USDA reimbursement. Proposals should be based on 180 serving days for lunch and 180 serving days for breakfast for all levels. The following estimated meal counts and equivalents budget shall be used by all FSMCs (Contractors) to construct the financial pro forma:

• Number of Lunch Meals	345,649
• Number of Breakfast Meals	39,201
• Number of Equivalents @ \$2.81	81,219

The District currently operates and prefers to continue operating under the Nutrient Standard menu planning option. It is the desire of the District that the following meal options be available. Method of service and portion sizes shall be recommended by bidder subject to the approval of the District, but as a minimum, shall meet USDA National School Lunch and Breakfast Program requirements. If the FSMC (Contractor) wishes to recommend different prices from those specified, they must be so noted. The FSMC (Contractor) may not alter the prices without prior approval of the Board of Directors of the District.

2.1 Elementary Schools

At a minimum, the program must include 2 main entree choices each day. Students also must be presented with daily choices of fresh fruit/canned fruit, fresh/frozen vegetables, and a variety of milk.

2.2 Secondary Schools

At a minimum, the program must include 4 main entree choices each day. Currently, several varieties of the following formats are offered daily:

Salad Bar
Pizza
Hot Sandwiches
Cold Sandwiches

In addition a traditional school lunch hot entree is to be offered daily. Students must also be presented with a variety of fresh fruits, vegetables, and milk.

The FSMC (Contractor) (may)/(will) also provide ala carte items each day school is in session at all secondary schools. Ala carte is defined as those items that may be priced on an individual item basis in the District's food service areas but (may)/(do) constitute a part of program meals.

2.3 Other Meal Services

The FSMC (Contractor) shall provide meal service at special functions at schools during the year as requested by the District. The prices and items to be served will be negotiated between the FSMC (Contractor) and the District. The FSMC (Contractor) shall not double bill the District for labor costs used to prepare program and special function meals.

2.4 Other Meal Program Information

The District reserves the right to cancel or shorten any school day. A twenty-four (24) hour notice will be given to the FSMC (Contractor) in non-emergency situations. In the event of emergency closure, the District shall provide the FSMC (Contractor) with as much advance notice of the closure as possible.

The District reserves the right to add or delete locations of food service as conditions change.

The FSMC (Contractor) shall properly utilize USDA commodity foods, letters of credit or monetary payments in lieu of commodities to which the District is entitled. USDA foods are not to be used for special functions conducted outside the nonprofit school food service (e.g., catered meals). The FSMC (Contractor) and District will agree to a method which delineates how the FSMC (Contractor) will pass the value of USDA donated foods to the District.

Meals may be prepared on-site or off-site. The quality of food as served shall be of such condition as to be pleasing, appealing, appetizing, palatable, and of such color, texture, size, shape, and temperature as is appropriate to the food items served.

3.0 PERSONNEL

The FSMC (Contractor) shall employ a qualified manager to administer the food service operations and supervise all employees employed therein. All non-management food service employees, including the manager of the central kitchen, shall be employees of the District. The District and the FSMC (Contractor) shall each be solely responsible for employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff and termination. The FSMC's (Contractor's) management shall direct and supervise District's employees assigned to food service operations, and inform and advise the District regarding the recruitment, employment, promotion, transfer, layoff and termination of District employees as appropriate. Each party shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security and unemployment taxes and workers' compensation costs. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying party's failure to fulfill its responsibilities under this section.

FSMC (Contractor) shall employ a resident food service director to operate the school food service program and work in close liaison with the District. FSMC's (Contractor's) proposed director must be experienced in educational food service operations. FSMC's (Contractor's) director must be available within the South Whidbey District or attending to District business at least 40 hours per week, on average, when school is in session.

The District reserves the right to accept or reject the FSMC's (Contractor's) selection of said director.

The director's responsibilities will include, but shall not be limited to, providing the following:

- Normal operating responsibilities.
- Short-range budget and financial planning.
- Long-range budget and financial planning.
- Weekly and/or monthly reports and financial data.
- Collaborating routinely with building principals on food service operations.

FSMC (Contractor) will include in the proposal a suggested plan and schedule describing employee training with as much detail as possible, which FSMC (Contractor) would perform during the term of the contract.

It shall be the FSMC's (Contractor's) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

FSMC (Contractor) shall work with the District to utilize students or volunteers identified by the District to work in the food service program. Food services should not distract student workers from the educational process.

4.0 FOOD PREPARATION AND TRANSPORTATION

Meals shall be prepared and/or delivered in accordance with all applicable health and sanitary regulations and prepared at the locations presently used or such other kitchen service arrangements as are proposed by FSMC (Contractor) and acceptable to the District. If food is prepared in a facility not located on school premises, the FSMC (Contractor) assures the health certification of facility. If food preparation is at a District facility the District shall ensure health certification requirements are met.

The cost of transporting prepared meals from agreed upon preparation locations to all other schools must be considered as a direct operating cost.

The District will not pay for meals that are spoiled at the time of delivery, do not meet the detailed specifications for each food and menu item specified for the National School Lunch and Breakfast Programs, Summer Food Service Program, and Child and Adult Care Food Program, or do not otherwise fulfill the requirements of this contract.

5.0 PURCHASE AND INVENTORIES

FSMC (Contractor) and District shall jointly conduct an inventory count of all foods and supplies owned by the District and presently located at various kitchens and schools prior to initiation of the program. Inventories will continue to be the property of the District. Disposition and/or acquisition of capital equipment must be approved in advance by the District.

Procurement of supplies and equipment will comply with all state and federal laws applicable to bidding and purchasing. The District reserves the right to bid and award the purchase of food and supplies. In cost reimbursable contracts, if the FSMC (Contractor) makes purchases, the prices charged the District must be reasonable and necessary.

FSMC (Contractor) shall fully disclose all discounts, rebates, allowances, and incentives received by the FSMC (Contractor) from its suppliers. If the FSMC (Contractor) receives a discount, rebate, allowance, or incentive from any supplier, the FSMC (Contractor) must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. All discounts, rebates, allowances, and incentives must be returned to the District during a mutually agreed upon timeframe that is beneficial to the School District.

All discounts, rebates, allowances, and incentives must be listed as a credit under food cost in the financial pro forma section of the proposal.

FSMC (Contractor) shall assume full control, protection, replenishment, storage, and issue of all foods and supplies contained in District's inventory. FSMC (Contractor) shall have use of current storage areas for inventory storage as deemed appropriate by the District.

All USDA commodities shall accrue to the benefit of the District and ownership shall remain with the District as required by USDA regulations.

Any silence, absence, or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.

6.0 FACILITIES AND EQUIPMENT

District is responsible for providing existing facilities and equipment for the food service operation. Existing refrigerator/freezer storage at schools shall be provided by the District for use by the FSMC (Contractor).

District shall be responsible for the repair and maintenance of all facilities and equipment in the food preparation, storage, and delivery.

District will provide inventory storage space currently assigned to food service at each kitchen and school. Additional needs may be accommodated if District facilities allow.

In the event FSMC's (Contractor's) proposal calls for additional equipment or building modifications, this should be indicated in a plan included in the proposal along with costs, detailed descriptions, and locations. The District would be responsible for the purchase, delivery, and installation of said equipment.

Expendables including smallwares, serving trays, pots, pans, and utensils shall be replaced by FSMC (Contractor) as a District expense. Expendables will continue to be the property of the District.

FSMC (Contractor) shall not use District facilities for other than District approved business.

Ownership of all non-expendable supplies and capital equipment shall remain with the District. However, FSMC (Contractor) must take such measures as may be reasonably required by the District for the protection against loss by pilferage or destruction.

FSMC (Contractor) will be responsible for supervising cleaning and sanitation of all kitchen areas, food and supply storage areas, delivery equipment, and service line equipment including preparation equipment. District will be responsible for sweeping, mopping, waxing, and other required cleaning of dining room, snack bar, and kitchen areas. The schedule necessary to accomplish this will be coordinated with each building principal.

District reserves the right to use school food service preparation areas at times other than when facilities are in use by the FSMC (Contractor).

District will provide a suitable office area, within a District facility, for the FSMC (Contractor) and required staff. Suitable office furnishings and equipment shall be provided, as agreed upon by FSMC (Contractor) and District, as well as adequate maintenance of equipment and custodianship of premises. Sufficient telephone service will be provided by District with limitations, as established by contract, on long distance calls and specialized service.

7.0 FINANCE AND ACCOUNTING

FSMC (Contractor) will maintain a data information base from which the District will be provided weekly, monthly, quarterly, and annual reports in such detail as may be reasonably expected to manage the program.

FSMC's (Contractor's) records, both costs and revenues, shall be made available for internal audit by District at any time, and annual audit upon reasonable notification.

Books and records of the FSMC (Contractor) pertaining to the school food service operation must be maintained on District premises and shall be available as required by state and federal regulations for inspection and audit by either District, state, or federal auditors. The school food service operation books and records shall be retained for three years plus the current year or until any unresolved audits are closed per 7 CFR 210.23(c).

It will be the FSMC's (Contractor's) responsibility to recommend financial adjustments to the program, including lunch prices, and penalties for noncompliance.

Release of any financial information pertaining to the school food service program will not be allowed except as arranged through and approved by the District.

FSMC (Contractor) shall provide information for the preparation of state, federal, and District fiscal and management reports and other special reports as required by government regulations or District requirements. Preparation of school lunch claims for reimbursement from the state or agency shall be the responsibility of the FSMC (Contractor), for review, approval, and signature by the District.

As required by NSLP, SBP, SFSP, and CACFP regulation, the District must retain signature authority for all aspects of the food service program.

FSMC (Contractor) shall utilize the following current meal prices for their financial projection:

	Breakfast	Lunch
- Elementary	\$1.25	\$2.25
- Middle	\$1.50	\$2.75
- High School	\$1.50	\$2.75

FSMC (Contractor) will not alter the prices without approval of the District's Board of Directors. The District shall retain control of the quality, extent, and general nature of its food service, and prices to be charged.

State sales taxes and federal excise tax are not to be included in any item of this bid, for purposes of comparison. The District is exempt from Federal Excise Taxes.

8.0 TYPE OF CONTRACT

The District will consider contracts in any form or combination of forms that comply with the federal and state regulations regarding school lunch, breakfast, summer food, and child care programs. The basis for computing meal equivalency shall comply with OSPI Bulletin No. 032-08 Report 1800 and be fully described by the FSMC (Contractor).

9.0 PROGRAM INFORMATION

Interested FSMCs (Contractors) are required to utilize the participation levels, meal prices, federal reimbursements, and state reimbursements as detailed in Program Information that enables the District to compare proposals from the various FSMCs (Contractors).

9.1 Participation/Prices:

Participation Categories	Lunch Price/Meal	Daily Lunch Count	Breakfast Price/Meal	Daily Breakfast Count
Free: Student	N/A	144	N/A	
Reduced:K-3	N/A	Incl. in Total	N/A	Incl. in Total
Reduced: Student	\$.40	56	N/A	19
Paid: Student, Elementary	\$2.25	Incl. in HS	\$1.25	Incl. in HS
Paid: Student, Middle	\$2.75	Incl. in HS	\$1.50	Incl. in HS
Paid: Student, High	\$2.75	291	\$1.50	57
Adult	\$3.75	9	\$2.25	2
Ala Carte	N/A	Varies	N/A	N/A

Participation Categories	Daily Lunch Serving Days	Daily Breakfast Serving Days
Serving Days: Elementary	180	180
Serving Days: Middle	180	180
Serving Days: High	180	180

9.2 NSLP and SBP Reimbursement Rates:

Category	Federal Lunch	Federal Breakfast	Federal Snack	State Lunch	State Breakfast
Free	\$2.57	\$1.40	N/A	\$.0345	\$.15
Reduced	\$2.17	\$1.10	N/A	\$.0345	\$.15
Paid	\$.24	\$.25	N/A	\$.0345	N/A
USDA Commodities *	\$.2075	N/A	N/A	N/A	N/A

* Per average daily participation for lunch.

9.3 Serving Times/Program

NSLP/SBP Location	FTE Enroll.	Lunch Srv Time	Brkfst. Time	Config	NSLP	SBP	Method*
South Whidbey High	596	10:45-11:15	7:15-7:30	9-12	Yes	Yes	Base
Bayview School	71	11:40-12:15	8:15-8:40	9-12	Yes	Yes	Satellite
Langley Middle 1 st Lunch	142	10:35-11:10	7:30-7:45	6	Yes	Yes	Base
Langley Middle 2 nd Lunch	278	11:30-12:05	7:30-7:45	7-8	Yes	Yes	Base
SW Elementary 2 lunch period	651	11:25-12:25	8:40-8:55	k-5	Yes	Yes	Base
WIA @ Elementary	80	11:25-11:55	8:40-8:55	k-12	Yes	Yes	Base

Notes:

ADP = Average Daily Participation

NSLP = Indicates participation in the National School Lunch Program

SBP = Indicates participation in the National School Breakfast Program

* Indicates method of service:

Base	base kitchen - preparing food for self and other schools
Satellite	receiving food prepared from a base kitchen

9.6 Allocation of Costs

Utility costs (<i>heat, electricity, etc.</i>)	No charge
Delivery Costs of prepared foods from base kitchen to schools, including fuel and vehicle costs	Charged to program

The District has sheet pan transport boxes and uses thermal containers for hot food transport.

PROPOSAL SUBMITTALS

PART I

The following minimum information must be supplied by the FSMC (Contractor) as a part of the proposal. It may be submitted in any written format, but each section must be properly labeled with the section headings given here. The FSMC (Contractor) should be aware of all the significant factors (see 14.0 Awards, page C-5) to be used in the evaluation process and FSMC (Contractor) Qualification requirements (see 4.0, page C-2) and information relative to these factors should be included in the proposal.

General Information

Name, address, telephone number, fax number, and business type of FSMC (Contractor).
If a Corporation:

- When incorporated.
- What state incorporated in.
- Date licensed to do business in the state of Washington.
- Names of principal officers (President, Vice President, Secretary, Treasurer).

If a partnership, include names of all partners and whether general or limited partners.

The last two annual reports or statements of net worth are to be included with the proposal. If not accompanied by the report of a certified public accountant, the reports must be signed by an officer of the FSMC (Contractor).

Experience and References

Explain in detail FSMC's (Contractor's) duration and extent of experience in the management of food service programs in an educational institution environment and with nutrition measurement using the USDA compliance system of Nutrient Standard Menu Planning that will be utilized during this contract.

Include a list of school district food service programs comparable in size and scope to the District, presently operated, together with the address of each school district, the beginning year of operation, and name and title of district administrator who has been designated liaison officer with food service.

List any school district account in the state of Washington where FSMC's (Contractor's) services have not been renewed or have been discontinued or terminated during the last three years; the reason why they were discontinued or terminated; and whether you are now serving them again.

Accounting and Financial

Describe complete accounting procedures for Internal accounting programs:

1. Inventory controls.
2. Accounting controls.
3. Method of recording, checking, and reporting sales and meals.
4. Internal audit.
5. Internal control of cash management.
6. Identify proposed accounting periods.
7. All regular accounting forms used with detailed explanations of their significance.

Proposal Bond must be submitted per General Requirements, page C-3, item 7.0.

Employee Experience, Training

List name and brief resume of food service director that would be assigned to the District. Provide, as part of the proposal, a description and names of the levels and roles of supervision maintained at district, regional, and/or national headquarters.

Include in the proposal a suggested plan and schedule describing employee training and development programs, with as much detail as possible, that FSMC (Contractor) would perform during the term of the contract.

FSMC (Contractor) shall provide, as part of the proposal, a description and names of other support personnel available to the District at no additional cost.

Contract Offered

The successful FSMC (Contractor) shall enter into a contract with the District that embodies these specifications. FSMC (Contractor) also understands that the contents of the successful proposal will become part of the subsequent Contract between the District and FSMC (Contractor). Failure of FSMC (Contractor) to accept this obligation may result in the cancellation of any award. Any damages accruing to the District as a result of cancellation may be recovered from the FSMC (Contractor).

Safety and Risk Management

The FSMC (Contractor) shall provide a detailed plan of food service program risk management.

The FSMC (Contractor) shall provide a detailed plan of Hazard Analysis Critical Control Point (HACCP) practices.

Food Service Program and Offerings

The FSMC (Contractor) shall provide information regarding nutrition marketing plans, general marketing plans, and communication plans.

A 21-day cycle menu for breakfast and lunch which complies with state and federal regulations shall be a part of the proposal. Changes thereafter to the menu require District approval. The FSMC (Contractor) agrees to implement menu changes proposed by the District advisory board composed of parents, teachers, and students.

FSMC (Contractor) shall include in the proposal a schedule of suggested prices for ala carte foods. Schedule shall include a representative list of ala carte food items. The District shall have final authority in the setting of the price of meals and ala carte food items.

The FSMC (Contractor) shall include with the proposal a sample catering menu with price list.

PART 2

The following required information must be submitted on the forms appended to this section. The description of each form and page number is detailed here.

General Information

This information consists of general descriptive information and serves as the signature page for the proposal. Also included is the acknowledgment of receipt of addenda. This form is required only if addenda are issued (pages E-5 and E-6).

Financial Pro Forma

FSMC (Contractor) will provide as part of this proposal a projected operating budget plan for the first year of operation. Only revenues from meal fees (lunch fees, etc.), state and federal funds, and commodities shall be available to support costs. FSMC (Contractor) must use information provided in the specifications to prepare the Pro Forma. The FSMC (Contractor) must detail in its proposal the proposed fee structure for all meal and meal equivalents. The fee structure shall detail the per meal charge for all meal and meal equivalents. Details describing the basis for computing meal equivalents should be attached to this form (page E-7 and E-8). The basis for computing meal equivalency shall comply with OSPI Child Nutrition Services Bulletin No. 032-08 (Report 1800), dated May 2, 2008.

Food and Non-Food Prices

FSMC (Contractor) must describe ability to obtain favorable food costs on behalf of the District (page E-9).

FSMC's (Contractor's) Administrative and Management Fees

If the FSMC (Contractor) is proposing an administrative charge, either on a per meal or period cost reimbursement basis, the structure and basis for this per meal or period charge must be detailed on this form (page E-10). The following FSMC (Contractor) proposals are not allowable per federal regulation (7 CFR 210.16(c)): cost plus a percentage of cost and cost plus a percentage of income.

Affirmative Action Contract Compliance Statement

FSMCs (Contractors) who desire to provide the District with supplies, and/or professional services must comply with the affirmative action contract requirements (page E-11), Civil Rights Compliance, and Executive Order 11246 – Equal Employment Opportunity, as applicable to the District.

U.S. Department of Agriculture – Certification (contracts exceeding \$100,000)

It shall be the FSMC's (Contractor's) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In order for the District to evaluate past performance in this area, please complete and submit with your proposal the USDA "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (pages E-12 and E-13).

Certification of Independent Price Determination

The FSMC (Contractor) certifies that the prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC (contractor) or with any competitor. Please complete the attached certification regarding certification of independent price determination and submit it with your proposal (pages E-14 and E-15).

Certification Regarding Lobbying (contracts exceeding \$100,000)

The FSMC (Contractor) may not influence or attempt 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 any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Please complete the attached certification regarding lobbying and submit it with your proposal (pages E-16 through E-19).

GENERAL INFORMATION

BUSINESS STYLE OF FSMC (CONTRACTOR)

The party who submits this proposal and to whom the contract may be awarded is, and notice of acceptance should be mailed or delivered to:

NAME:

Legal name of person, firm or corporation submitting proposal

Corporation () Individual () Partnership ()

State of Washington, UBI Number

ADDRESS:

Street Address

City, State and Zip Code

PHONE NUMBER:

FAX NUMBER:

SIGNATURE:

Authorized Signature

Name Printed or Typed

Date

Title

PROPOSED SECURITY:

Enclosed is

Proposal Bond No. _____

Amount \$ _____

Certified Check No. _____

Amount \$ _____

(Personal and FSMC (Contractor) checks are not accepted)

ADDENDA (TO BE COMPLETED ONLY IF ADDENDA ARE RECEIVED)

Receipt of addenda number(s) _____ is hereby acknowledged.

Name

Address

City/State/Zip

Phone

By: Authorized Signature

Title

Date

FINANCIAL PRO FORMA

Resources:

	Dollars	CPM*
Local Sales	_____	_____
Reimbursements:		
State	_____	_____
Federal	_____	_____
Commodities: USDA Commodity Value	_____	_____
Total Resources	_____	_____

Requirements:

Food Costs:		
Food Costs (include value of worker meals)	_____	_____
USDA Commodity Value	_____	_____
Commodity Freight/Storage Costs	_____	_____
Total Food Costs	_____	_____
Labor Costs:		
Hourly Wages	_____	_____
Hourly Taxes and Benefits	_____	_____
Hourly Other (explain)	_____	_____
Total Labor Costs	_____	_____
Non-Food Expenses:		
Office	_____	_____
Mileage (<i>in-district</i>)	_____	_____
Insurance/Bonding Expenses	_____	_____
Non-Food Supplies (<i>paper/janitorial, etc.</i>)	_____	_____
Equipment Repairs/Replacement	_____	_____
Satellite Transportation Cost	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Total Non-Food Costs	_____	_____
Contract Services:		
FSMC's (Contractor's) Supervisory Cost	_____	_____
FSMC's (Contractor's) Management Fee	_____	_____
FSMC's (Contractor's) General and Administrative	_____	_____
Total Contract Services	_____	_____
Total Requirements	_____	_____
Net Gain/(Loss) to District	_____	_____

* CPM = Cost Per Meal, include: Program Lunches, Breakfasts, Snacks, and Equivalent Meals in calculations.

Describe basis for computing meal equivalents. The basis for computing meal equivalency shall comply with OSPI, Child Nutrition Services Bulletin No. 008-09 (Report 1800), dated March 31, 2009.

FSMC (CONTRACTOR): FOOD AND NON-FOOD PRICES

Describe below how the FSMC (Contractor) will achieve the lowest possible prices for District purchases. Include example prices and comparisons. Attach additional sheets if necessary.

[illegible]

FSMC'S (CONTRACTOR'S) ADMINISTRATIVE AND MANAGEMENT FEES

GENERAL and ADMINISTRATIVE CHARGES:

Please detail the amount and basis for any general and administrative fees and/or costs which will be charged to the District during the (contract period) _____ contract:

Year 1 _____
Basis _____

Please detail the amount of general and administrative costs which are projected if the contract is renewed in:

Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

MANAGEMENT FEE:

Please detail the amount of the management fee which will be charged on the Pro Forma meals. Please also explain the amount and basis for any incentive fees, and the extent to which they will change if the contract is renewed.

	Meals/Sales	Fee Meals
Lunch:	_____	_____
Breakfast:	_____	_____
Equivalent:	_____	_____

Management per Meal Fee
on _____ Fee Meals: _____

Please detail the management per meal fee that will be charged if the contract is renewed in:

Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

FSMCs (Contractors) who desire to provide the _____ School District with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

- 1) Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 2) The FSMC (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The FSMC (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 3) The FSMC (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the FSMC (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 4) The FSMC (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the FSMCs (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from _____ School District No. ___, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

SIGNATURE

DATE

FIRM NAME

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-5.10. Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ FOLLOWING INSTRUCTIONS)

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

Organization Name

Names and Titles of Authorized Representatives

Signatures

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side with 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower 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 Transaction," 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 the certification is erroneous. A participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters onto 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.

Prototype Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (contractor) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this offer, the FSMC (Contractor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with the procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC (Contractor) or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the FSMC (Contractor) and will not knowingly be disclosed by the FSMC (contractor) prior to opening in case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC (contractor) or to an competitor; and
- (3) No attempt has been made or will be made by the FSMC (Contractor) to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each Person signing this offer on behalf of the FSMC (Contractor) certifies that:

- (1) He or she is the person in the FSMC's (Contractor's) organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or
- (2) He or she is not the person in the FSMC's (Contractor's) organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.

To the best of my knowledge, the FSMC, 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 Food Service Management
Company's Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: Accepting a bidder's offer does not constitute award of the contract.

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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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.
- (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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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

E-17

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ **Page** _____ **of** _____

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. Use SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or 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, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets.

The certifying official shall sign and date the form; print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.