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NOTICE OF REQUEST FOR PROPOSALS

The Kennewick School District (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:

Ms. Martea Finney, Purchasing Manager
Kennewick School District
622 N Kellogg
Kennewick, WA 99336-4922
509-222-5074

All proposals must be received no later than **3:00 p.m.** on **January 4, 2010** 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 mandatory pre-bid conference will be held on **November 23, 2009 – 1:00 PM** at the Kennewick School District Administration Building, 524 S Auburn St, Kennewick, WA 99336. Each FSMC is limited to a maximum of two representatives. Attendance at the pre-bid conference is mandatory if you wish to submit a proposal. The purpose of this conference is to answer questions related to our food service program. An on site visitation of selected District schools will begin after the conference. The District may request an on site contractor presentation by invitation.

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.

Note: Bidders must provide to the purchasing manager three (3) copies of bid proposal.

Mr. Vic Roberts
Business Manager

Publish Date: **Tuesday, November 10, 2009**
Tuesday, November 17, 2009

INSTRUCTIONS TO CONTRACTORS

1.0 NOTICE TO CONTRACTORS

- 1.1 Proposals are invited by the Board of Directors of the Kennewick School District for providing school lunch, breakfast, and vocational instruction program according to detailed District specifications. Proposals will be received by the Kennewick School District until **3:00 p.m.** on **January 4, 2010**. 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 food service management company (hereafter referred to as Contractor) shall become fully informed as to the specifications and requirements of this contract. The failure or omission of the Contractor to receive or examine any form, instrument, and addendum or acquaint himself with conditions existing, shall in no way relieve the Contractor from obligations with respect to his proposal. The Kennewick School District (hereafter referred to as District) will in no case be responsible for any loss for any unanticipated costs, which may be suffered by the Contractor as a result of the 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 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 of any portion of any proposal submitted which in its 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 Contractors are required to use the enclosed proposal forms and supply all information in the format requested by the District. Alternatives may be submitted along with the proposal; however, any alternatives should be fully described therein.
- 2.2 The proposals must be submitted in a sealed envelope addressed to the Kennewick School District and designated as "Food Service Proposals". The name and address of the Contractor and Food Service Proposal must appear on the outside of the envelope. Please submit one (1) original and two (2) copies for your proposal. Any erasures, interlineations or other corrections in the bid must be initialed by the person(s) signing the bid. The bid must be signed in the name of the vendor and bear the title and signature in longhand of the person duly authorized to sign the bid. Any bid received after the scheduled closing time for the receipt of bids will be returned unopened.

2.3 Interpretation of Proposal Documents and Addenda.

If any 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:

Ms. Martea Finney, Purchasing Manager
Kennewick School District
622 N Kellogg
Kennewick, WA 99336-4922
509-222-5074

All such requests must be received no later than 3:00 P.M., **December 11, 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 interpretations, 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 Contractors or persons interested in bidding who have provided the District purchasing business office 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 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, Benton County).

5.0 HOLD HARMLESS AGREEMENT

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 Contractor accepts liability caused by Contractor negligence for claims assessed as a result of federal/state reviews/audits, corresponding with the District's period of liability. The 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 CONTRACTORS, GENERAL REQUIREMENTS, SPECIFICATIONS, AND PROPOSAL SUBMITTALS are part of all contracts and purchase orders issued as a result of this proposal. It is understood by each Contractor that tender of this proposal carries with it the implied agreement to all the terms and conditions contained herein.

7.0 LEGAL RELATIONS:

Indemnifications. To the fullest extent permitted by law, the contractor shall indemnify and hold the Owner, it's officers, agents, officials, employees and volunteers harmless from any and all claims, damages, losses, suits and expenses, including, but not limited to, attorney fees, arising out of or in connection with the performance of the contract , to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of employees and volunteers, the contractors liability hereunder shall be only to the of the contractors negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractors waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract. The duty to indemnify shall cover all costs of defense.

8.0 COMPLIANCE WITH LAWS REGARDING LABOR:

a) The contractor shall be responsible to comply with all applicable laws regarding labor.

B) The contractor shall not employ on school grounds any person convicted of sex offenses as listed in RCW 28A.400.330. In accordance with RCW 28A.400.330, the contractor shall prohibit any employee of contractor or subcontractor from working at a public school who has contact with children at the school during the course of his or her employment who has pled guilty to or has been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36, sexual exploitation of a child under Chapter 9A.68 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under RCW 9A.64.030 or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the owner to immediately terminate the contract.

c) The contractor shall comply with all state laws and regulations which are in effect pertaining to non-discrimination and equal employment opportunity.

GENERAL REQUIREMENTS

1.0 SCOPE

- 1.1 Currently, the Kennewick School District participates in the National School Lunch Program (NSLP), School Breakfast program (SBP), Simplified Summer Food Program (SSFP), and After School Snack Program. It is the intent of the Kennewick School District No.17 hereafter referred to as the District, to seek proposals from qualified food service management companies for the intent of selecting a company to manage the District's food service program. The District wishes to enter into a contract with the successful offeror, hereafter referred to as the Contractor, to provide a food service program and Culinary Arts instruction program for the District for a period of one year with up to four one year renewals (7CFR 210.16(d)), beginning, **September 1, 2010**. The purpose of this document is to obtain proposals from prospective Contractors and to obtain as complete data as possible from which the Contractor will be selected. Contractor will be selected from the prospective 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 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 promote safe work environment and work practices by 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 **September 1, 2010** or date of award, whichever is later, and end on **August 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 may not extend beyond **August 31, 2015**. 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 agreement.
- 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 agreement (7 CFR 210.16(d)). Further, the Contractor shall provide written notice to the District, 60 days prior to the annual renewal date, of its intent to renew the contract. (7 CFR 3016.36(i)(2) and 7 CFR 3019.48(b))

- 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

Noncompliance 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 Contractor for any work undertaken. The Contractor shall be liable for any damages incurred by the District due to noncompliance (7 CFR 3016.36(i)(1) and 7 CFR 3019.48(a)).

4.0 CONTRACTOR QUALIFICATION

- 4.1 At the time of proposal opening, the successful bidder must be an established and qualified food service management company (Contractor) with personnel and business structure in place to perform all requirements in the event of award. Each 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 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 Contractor must be licensed to conduct business in the state of Washington.
- 4.3 Contractor must have successful prior experience providing similar contracted food service activities with school districts of similar volume and enrollment.
- 4.4 Contractor is encouraged to attend a mandatory **pre-bid conference** to be held at the following location and time:

Date: November 23, 2009

Time: 1:00 P.M.

**Location: Kennewick School District
524 S Auburn St
Kennewick, WA 99336**

This pre-bid conference will include **a tour of three school sites** 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 company 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 CONTRACTOR

More than one proposal from a Contractor under the same or different names will not be considered. Reasonable grounds for believing that any 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 Contractors and no participant in such collusion will be considered in future bids for specified services.

6.0 ASSIGNMENT

The successful 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 bidder 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 (**a letter of surety**). 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 Contractor shall, within ten (10) days from the date of receiving from the District the contract prepared and ready for execution 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 no so furnished within ten (10) days, the District may, at its option, determine that the Contractor has abandoned the Contract.

8.0 CERTIFICATE OF INSURANCE

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 \$5,000,000 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 Contractor's employees.

9.0 OSHA AND WISHA REQUIREMENTS

The Contractor shall comply with all current applicable provisions of the Federal Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA). Section 103 and 107 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation (7 CFR 3016.36(i)(6) and 7 CFR 3019 Appendix A (4)), 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. Contractor further agrees to indemnify and hold harmless the District from all damages assessed the District as a result of Contractor's 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 the School Food Authorities (SFA's) agreement under the program (7 CFR 210.16(a)(2)) and 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 Contractor's employees, sanitation, and quality and quantity of materials supplied.
- 10.2 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), Special Milk Program (SMP), and/or the Summer Food Service Program ((7 CFR Parts 210, 215, 220, 225, 250, 3015, 3017, 3018 and OMB Circular No. A-102 Attachment O).
- 10.4 The 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 FNS, and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities. (7 CFR 3016.36(i)(13), 7 CFR 3016.36(i)(12), 7 CFR 3019 Appendix A(6))
- 10.5 The Contractor agrees to the "Buy American" provision in compliance with 7 CFR 210.21(d).
- 10.6 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 Contractor's facilities and other food service operations under its management prior to any award of this contract. The District shall monitor food service operations of the Contractor through periodic on-site visits (7 CFR 210.16(a)(3)).

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 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 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 fourteen following significant factors.

Points	Factor Number	Factor Description
20		Company food service experience with other districts similar in size, volume, and food service labor workforce.
20		Experience of proposed on site Resident Manager.
10		Purchasing Specifications & Purchasing Power
10		Marketing & Communication Plan
10		Menu and Proposed Program Nutrient Standard Menu Planning 21 day cycle elementary menu and proposed program for middle and high school.
10		Plan for managing Tri Tech Instructional Program
10		Employee staffing and training development plan
10		Safety and risk management program
10		Strategies for increased participation
10		Processes for gathering and acting on feedback from students, staff, and parents regarding district food service program.
10		Financial pro forma; proposed amount of the management fee; projected overall program financial results.
10		Accounting & Financial Controls
140		Total

- 14.3 A review of all proposals will be made by a District selection committee. 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

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, sub-distributing 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.

SPECIFICATIONS

1.0 SCOPE

To provide a School Lunch and Breakfast Program which includes but is not limited to the following: (list all that apply) National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Simplified summer Food Program (SSFP), and After School Snack Program.

- 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 company 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 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 171 elementary, 175 Middle School, and 177 High School 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 Contractors to construct the financial pro forma:

	Elementary	Middle	High
Number of lunch meals	788,139	345,275	288,684
Number of breakfast meals	288,900	82,260	70,200
Number of equivalents @ \$2.91	205,540		
Number of snacks (if applicable)	10,200		

The District currently operates and prefers to continue operating under Nutrient Standard Menu Planning. 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 School Breakfast Program requirements. If the Contractor wishes to recommend different prices from those specified, they must be so noted. The 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 four main entrée 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 six main entrée choices each day.

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

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

2.3 Other Meal Services

The 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 Contractor and the District. The 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 Contractor in non-emergency situations. In the event of emergency closure, the District shall provide the Contractor with as much advance notice of the closure as possible. *A school calendar is available to interested contractors.*

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

The 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 non-profit school food service (e.g., catered meals). The Contractor and District will agree to a method which delineates how the 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.

2.5 Tri-Tech Skills Center Program

Proposing companies must provide a management staffing plan for two positions at the Tri-Tech Skills Center Program which serves students by offering technical training and career path options.

Instructional position: This position will be the instructor for the Culinary Arts Instructional program. The individual in this position must be Washington State Career and Technical Education Teacher Certified or be eligible to obtain the certification.

Proposing companies must describe experience and plans to manage the instruction, curriculum, assessment and guidance of the Culinary Arts program. Salary for this position shall be comparable to the teacher salary schedule of an individual hired by the Kennewick School District with comparable education and years of experience. Student enrollment in the Culinary Arts program will be reviewed annually to determine if the enrollment is sufficient to continue the program on a full time basis. Recruitment and outreach are a requirement of this position.

Catering supervisor: This position is responsible of the components of the catering activities offered through the Tri-Tech Culinary Arts program. This position should be

paid a wage comparable to industry related positions. This position will work jointly with the instructor to identify catering events that will participate in. Two goals of the catering portion of the Culinary Arts program: 1) to provide viable opportunities for student participation that complements the instructional program and, 2) to operate on a breakeven or better basis where all costs associated with the catering events, including the catering supervisor, food and other related expenses are covered by the income from the catering events.

3.0 PERSONNEL

The Contractor shall employ a qualified Resident Manager, Assistant Resident Manager if necessary and agreed upon between the Contractor and District, and Culinary Arts Instructor(s). All other food service employees shall be employed and paid by the District. Payroll, benefits, and personnel relations shall be the responsibility of the District. Training, supervision, and performance evaluation shall be the Contractor's responsibility under guidelines established by the District. It will also be the Contractor's responsibility to maintain sufficient on-call personnel to back up regular kitchen employees.

The Contractor shall employ a qualified, Resident Food Service Manager to administer the food service operations, work in close liaison with District Administration and the District Assistant Nutrition Services Director if one is employed by the District, and supervise all employees employed therein. The District and the Contractor shall each be solely responsible for employees on their respective payrolls, including responsibility for recruitment, employment, evaluations, promotion, transfer, layoff, and termination. The Resident Food Service Manager shall direct and supervise District's employees assigned to food service operations, and direct recruitment, employment, evaluations, promotion, transfer, layoff, and termination of District employees as appropriate.

Contractor's proposed Resident Food Services Manager must have proven successful experience in educational food service operations at school districts of similar enrollment and food service volume.

The District reserves the right to accept or reject the Contractor's selection of said Resident Food Service Manager. Please include the resume and references of the proposed manager.

Desired qualifications for the Contractor provided Resident Food Service Manager include:

Ten (10) years experience working in multiple management account.

Ten (10) years experience in managing food service personnel and negotiating with food service bargaining unit.

Strong accounting and financial background.

The Resident Food Service Manager 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
- Provide leadership and direction to food service personnel; actively promote positive work environment and positive employee relations

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

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

Contractor shall work with the District to utilize students or volunteers identified by the District to work in the food service program. Students working for food services should not be detracted from their 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 Contractor and acceptable to the District. If food is prepared in a facility not located on school premises, the Contractor assures the health certification of facility. If food preparation is at a District facility, the District shall ensure health certification requirements are met. (7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2))

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, School Breakfast Programs, Summer Food Service, or Child and Adult Care Food Programs, or do not otherwise fulfill the requirements of this contract (7 CFR 210.16(c)(3)).

5.0 PURCHASE AND INVENTORIES

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 Contractor makes purchases, the prices charged the District must be reasonable and necessary.

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

District is not responsible for handling and/or warehousing of foods and supplies that are not associated with district food services operations and may recoup costs associated with such handling and warehousing.

All U.S. Department of Agriculture (USDA) commodities shall accrue to the benefit of the District and ownership shall remain with the District as required by USDA regulations (7 CFR 210.16(a)(6)).

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 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 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 small wares, serving trays, pots, pans, and utensils shall be replaced by Contractor as a District expense after consulting with the superintendent or his designee first. Expendables will continue to be the property of the District.

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

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

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 Contractor.

District will provide a suitable office area, within a District facility, for the Contractor and required staff. Suitable office furnishings and equipment shall be provided, as agreed upon by 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 agreement, on long distance calls and specialized service.

7.0 FINANCE AND ACCOUNTING

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 (7 CFR 210.16(c)(1)).

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 Contractor pertaining to the school food service operation shall be available as required by state and federal regulations for inspection and audit by either District, state, or federal auditors. The District 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 Contractor's responsibility to recommend financial arrangements of the program, including lunch prices, and any penalty 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.

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 agency shall be the responsibility of the Contractor, for review, approval and signature by the District.

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

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

	Breakfast	Lunch	Snack
Elementary	\$1.00	\$2.15	\$.75
Middle	\$1.25	\$2.40	\$.75
High School	\$1.25	\$2.40	\$.75

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 (7 CFR 210.16(a)(4)). 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 require fixed price contract/proposals 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 Child Nutrition Services Report 1800, Bulletin No. 028-08, dated June 18, 2008, and be fully described by the Contractor.

9.0 PROGRAM INFORMATION

Interested 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 Contractors.

9.1 Participation/Prices:

		LUNCHESES/DAY		
ELEM	Free	2,590	171	442,890
	Red	502	171	85,842
	Paid	1,517	171	259,407
				788,139
MIDDLE	Free	1,041	175	182,175
	Red	214	175	37,450
	Paid	718	175	125,650
				345,275
HIGH	Free	721	177	127,617
	Red	130	177	23,010
	Paid	441	177	78,057
				228,684
TOTALS	Free			752,682
	Red			146,302
	Paid			463,114
			TOTAL LUNCHESES	1,362,098

		OTHER SALES (EQUIVALENT/DAY)		
Adult	167	172	28,724	
Ala Carte	1,028	172	176,816	
				205,540

		BREAKFASTS/DAY		
ELEM	Free	1,256	180	226,080
	Red	174	180	31,320
	Paid	175	180	31,500
				288,900
MIDDLE	Free	357	180	64,260
	Red	65	180	11,700
	Paid	35	180	6,300
				82,260
HIGH	Free	297	180	53,460
	Red	45	180	8,100
	Paid	48	180	8,640
				70,200
TOTAL	Free			343,800
	Red			51,120
	Paid			46,440
				441,360

		SNACKS/DAY		
ALL	Free	102	100	10,200
	Red	-	0	-
	Paid	-	0	-
				10,200

9.2 Reimbursement Rates:

Category	Federal Lunch	Federal Breakfast	Federal Snack	State Lunch	State Breakfast
Free	2.70	1.74	.74	0.0345	0.15
Reduced-Price	2.30	1.44	0.37	0.0345	0.15
Paid	.25	.26	0.06	0.0345	N/A
USDA Commodities	.1975	N/A		N/A	N/A

The maximum price that can be charged to a student eligible for a reduced-price breakfast is \$.30. The maximum price that can be charged to a student eligible for a reduced-price lunch is \$.40. The maximum price that can be charged to a student for a reduced-price snack is \$.15.

9.3 Serving Times/Program

School Name	FTE Enroll.*	Lunch Serving Time	Breakfast Serving Time	NSLP	SBP	Method
Amistad Elementary	584	11:00A	7:55A	X	X	Satellite
Canyon View Elementary	485	11:30A	8:00A	X	X	Satellite
Cascade Elementary	599	11:30A	8:10A	X	X	Satellite
Eastgate Elementary	449	11:00A	8:00A	X	X	Satellite
Edison Elementary	499	11:15A	8:00A	X	X	Satellite
Hawthorne Elementary	580	11:00A	8:05A	X	X	Satellite
Lincoln Elementary	566	11:15A	8:10A	X	X	Satellite
Ridgeview Elementary	611	11:25A	8:10A	X	X	Satellite
Southgate Elementary	571	11:15A	8:05A	X	X	Satellite
Sunset View Elementary	583	11:35A	N/A	X		Satellite
Vista Elementary	437	11:05A	8:05A	X	X	Satellite
Washington Elementary	503	11:30A	8:00A	X	X	Satellite
Westgate Elementary	458	11:05A	8:00A	X	X	Satellite
Elementary #14 (opens 2010)	To be determined			X	X	Satellite
Desert Hills Middle	900	10:22A	7:15A	X	X	Satellite
Highlands Middle	799	10:49A	7:20A	X	X	Satellite
Horse Heaven Middle	895	10:24A	7:30A	X	X	Base
Park Middle	786	10:49A	7:10A	X	X	Satellite
Kamiakin High	1,662	11:30A	7:10A	X	X	Base
Kennewick High	1,514	11:30A	7:00A	X	X	Base
Phoenix High	63	12:00P	8:30A	X	X	Satellite
Southridge High	1,453	11:32A	7:00A	X	X	Base
Tri-Tech Skills Center	482	11:00	N/A	X		Satellite

Notes:

NSLP = Indicates participation in the National School Lunch Program

SBP = Indicates participation in the 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

9.4 Allocation of Costs

Utility costs (heat, electricity, etc.)	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 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 Contractor should be aware of all the significant factors (see 14.0 Awards page C-8 and C-9) to be used in the evaluation process. Contractor Qualification requirements (see 4.0, page C-5) and Resident Food Service Manager qualifications (see 3.0, page D-3), and other information relative to these factors should be included in the proposal.

General Information

Name, address, telephone number, fax number, and business type of 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 company.

Experience and References

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 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.

Explain in detail Contractor's duration and extent of experience in the management of food service programs in a PK-12 educational institution environment and with meeting the meal pattern and nutrition standards required by USDA Child Nutrition Programs.

Include a list of school district food service programs comparable in size and scope to the Kennewick School 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 all school district accounts in the state of Washington, Oregon, and Idaho where 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.

Proposed Food Service Resident Manager Experience

List name and brief resume of food service director that would be assigned to the District. Address qualifications per section 3.0, page. D-3.

Purchasing Specifications/Purchasing Power/Food and Non-Food Prices

Contractor must describe ability to obtain favorable food costs on behalf of the District (page E-9). Explain the advantages and benefit to the District your company provides with regard to product supply, quality, procurement, and pricing.

Marketing and Communication Plans

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

Menu and Proposed Program

A 21-day cycle menu for breakfast and lunch that complies with state and federal regulations (7 CFR 210.16(b)(1)) and proposed program for middle and high school shall be a part of the proposal. Changes thereafter to the menu require District approval. The Contractor agrees to implement menu changes proposed by the District advisory board composed of parents, teachers, and students (7 CFR210.16(a)(8)).

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

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

Tri Tech Skill Center Instructional Program

Explain in detail Contractor's extent of experience in managing the instruction, curriculum, assessment and guidance of secondary education Instructional/Culinary Arts programs.

Proposing companies must provide a management staffing plan for two positions at the Tri-Tech Skills Center Program which serves students by offering technical training and career path options.

Instructional position: This position will be the instructor for the Culinary Arts instructional program. Proposing companies must describe experience and plans to manage the instruction, curriculum, assessment and guidance of the Culinary Arts program. Salary for this position shall be comparable to the teacher salary schedule of an individual hired by the Kennewick School District with comparable education and years of experience. Student enrollment in the Culinary Arts program will be reviewed annually to determine if the enrollment is sufficient to continue the program on a full time basis. Recruitment and outreach are a requirement of this position.

Catering supervisor: This position is responsible of the components of the catering activities offered through the Tri-Tech Culinary Arts program. This position should be paid a wage comparable to industry related positions. This position will work jointly with the instructor to identify catering events that will participate in. Two goals of the catering portion of the Culinary Arts program: 1) to provide viable opportunities for student participation that complements the instructional program and, 2) to operate on a breakeven or better basis where all costs associated with the catering events, including the catering supervisor, food and other related expenses are covered by the income from the catering events.

Employee Staffing, Training and Development Plan

Include in the proposal a suggested plan and schedule describing employee training and development programs, with as much detail as possible, that Contractor would perform during the term of the contract. Include experience in managing a similar sized employee workforce covered under a collective bargaining agreement.

Safety and Risk Management

The Contractor shall provide a detailed plan of food service program risk management, noting successes realized as a result of practices and programs implemented.

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

Program Participation

Proposal shall address strategies for increased program participation.

Processes For Gathering and Acting upon Feedback

Proposal shall address strategies for soliciting feedback from students, staff and parents.

Financial Pro Forma

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. Contractor must use information provided in the specifications and pro forma to prepare the Pro Forma. The 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-8 and E-9). The basis for computing meal equivalency shall comply with OSPI Child Nutrition Services Report 1800, Bulletin No. 08-09, **dated March 31, 2009**

Contractor's Administrative and Management Fees

If the Contractor is proposing an administrative charge, on a per meal or basis, the per meal charge must be detailed on this form (page E-10). The following Contractor proposals are not allowable per federal regulation (7 CFR 210.16(c) and 7 CFR 3016.36(f)(4): cost plus a percentage of cost and cost plus a percentage of income.

Accounting and Financial Controls

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. Cash management controls.
6. Provide monthly and/or quarterly financial reports that would be used to manage district food service budget with explanations regarding the significance of the format and layout.

Performance Bond

Performance Bond must be submitted per instructions, page C-6, item 7.0.

Contract Offered

The successful Contractor shall enter into a contract with the District that embodies specifications provided herein. The contract will be drafted by the District. The contractor also understands that the contents of the successful proposal may become part of the subsequent Contract Agreement between the District and Contractor. Contractor and proposed incentive base payments and/or inflation adjustments to meal prices are subject to district approval. Failure of 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 Contractor.

PART 2

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

General Information

This information consists of general descriptive information and serves as the signature page for the proposal. Also included is the acknowledgement of receipt of addenda. This form is required only if addenda are issued (pages E-6 and E-7).

Affirmative Action Contract Compliance Statement

Contractors who desire to provide the District with supplies and/or professional services must comply with affirmative action requirements (page E-11), civil rights compliance, and Equal Employment Opportunity, as applicable to the District.

U.S. Department of Agriculture—Certification (contracts exceeding \$25,000)

It shall be the 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 E12 and E-13).

Certification of Independent Price Determination

The 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 offeror 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

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).**

ADDENDA (TO BE COMPLETED ONLY IF ADDENDA IS RECEIVED)

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

Name

Address

_____ Phone

City/State/Zip

By: Authorized Signature

_____ Date

Title

FINANCIAL PRO FORMA

Resources:		<u>Dollars</u>	<u>CPM*</u>
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: NSLP Wages: \$1,400,000 Benefits: \$875,000			
Includes cooks, cashiers, breakfast supervisors and warehouse transportation			
	Hourly Wages	_____	_____
	Hourly Taxes and Benefits	_____	_____
	Hourly Other (Cost include one (1) FTE for equipment service & repair)	_____	_____
	Total Labor Costs	_____	_____
Non-Food Expenses:			
	Mileage (<i>in-district</i>)	_____	_____
	Non-Food Supplies (<i>paper/janitorial, etc.</i>)	_____	_____
	Equipment Repairs/Replacement	_____	_____
	Indirect Costs of \$100,000		
	Total Non-Food Costs	_____	_____
Contract Services:			
	FSMC's (Contractor's) Supervisory Cost	_____	_____
	FSMC's (Contractor's) Management Fee	_____	_____
	FSMC's (Contractor's) General & 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.*

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 1 0. 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. 'Be 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.

Form AD- 1 048 (1/92)

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 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

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:
\$ _____

10a. Name and Address of Lobbying Entity:
(if individual, last name, first name, middle)

(Attach Continuation Sheet(s))

10b. Individuals Performing Services (including address if different from No. 10,a.) (last name, first name, middle)

SF-LLL-A, if necessary

11. Amount of Payment (check all that apply):

\$ _____
_____ Actual _____ Planned

12. Form of Payment (check all that apply):

- _____ a. cash
_____ b. in-kind; specify:

Nature _____
Actual _____

13. Type of payment (check all that apply):

- _____ a. retainer
_____ b. one-time fee
_____ c. commission
_____ d. contingent fee
_____ e. deferred
_____ f. other;

specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Are Continuation Sheet(s) SF-LLL-A Attached:

Yes _____ (Number _____) No _____

16. 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: _____

Date: _____

Federal Use Only: Authorized for Local Reproduction Standard Form --LLL

**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.