

PROPOSAL REQUIREMENTS AND SPECIFICATIONS

FOR

Food Service Management Services

Lakeland Joint School District #272



15506 N Washington St.
Rathdrum, ID 83858
208-687-0431
brian.wallace@lakeland272.org

PROPOSAL DEADLINE: 2:00 PM, April 16, 2019

INDEX OF BID DOCUMENTS

TITLE	SECTION	PAGE(S)
Notice Of Request for Proposals	Section A	A-1
Instructions to FSMC (Contractor)	Section B	B-1 to B-3
General Requirements	Section C	C-1 to C-6
Specifications	Section D	D-1 to D-8
Proposal Submittals	Section E	E-1 to E-14

TIMELINE OF RFP PROCESS

• Board Meeting – RFP Approval	Tuesday	March 12, 2019
• Release of RFP	Wednesday	March 13, 2019
• First Public Notice	Monday	March 18, 2019
• Second Public Notice	Monday	March 25, 2019
• Pre-Bid Conference	Tuesday	March 26, 2019
• Respondent Question Submission Deadline	Thursday	March 28, 2019
• LEA Provides Answers	Monday	April 6, 2019
• Deadline for Submission of Sealed Proposal	Tuesday	2:00pm on Apr 16, 2019
• Proposals Opened	Thursday	2:00pm on Apr 16, 2019
• Proposals Evaluated	Tuesday	April 18, 2019
• Board Meeting – Proposal Approval	Tuesday	April 23, 2019
• Anticipated Contract Award Date	Friday	April 26, 2019

The District will make every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at www.sd272.org.

NOTICE OF REQUEST FOR PROPOSALS

The Lakeland Joint School District #272 (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:

Brian Wallace, Chief Financial & Operations Officer
Lakeland Joint School District #272
15506 N Washington St.
Rathdrum, ID 83858
208-687-0431
brian.wallace@lakeland272.org

The District's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, School Breakfast Program, After School Snack Program, Fresh Fruit and Vegetable Program, Summer Program, and Supper Program to accommodate special diets where medically necessary, improve the nutritional quality of meals and maintain a financially viable food service program.

The District shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Part 200.319 (a)(1 - 7). The District must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable Idaho state, and federal statutes and regulations.

To respond to this RFP, interested Respondents must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The District will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

Sealed proposals must be received no later than 2:00 PM, Thursday April 16, 2019. 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 at 10:00AM, March 26, 2019. 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.

INSTRUCTIONS TO FSMC (CONTRACTOR)

1.0 NOTICE TO FSMC (CONTRACTOR)

- 1.1 Proposals are invited by the Board of Trustees of the Lakeland Joint School District #272 for **FOOD SERVICES**. PROPOSALS WILL BE RECEIVED until 2:00 PM, Tuesday April 16, 2019 at 15506 N Washington St., Rathdrum, ID 83858. 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:

Brian Wallace, Chief Financial & Operations Officer
Lakeland Joint School District #272
15506 N Washington St.
Rathdrum, ID 83858

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 (2) 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 co-partnership, 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:

Brian Wallace, Chief Financial & Operations Officer
Lakeland Joint School District #272
15506 N Washington St.
Rathdrum, ID 83858

All such requests must be received no later than 5:00 PM, Thursday March 28, 2019. 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 representative, 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 Idaho, Kootenai 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 District participates in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the Child and Adult Care Food Program (CACFP). It is the intent of 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, including a Summer Food Service Program and Fresh Fruit and Vegetable Program at selected locations. 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 July 1, 2019. 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 July 1, 2019 or date of award, whichever is later, and end on June 30, 2020. 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 June 30, 2024. 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 Idaho.

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: March 26, 2019
Time: 10:00 AM
Location: District Office
15506 N Washington, St.
Rathdrum, ID 83858

This pre-bid conference will include a tour of the central kitchen and selected school 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 Idaho.
- 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 IDAHO STATE REQUIREMENTS

FSMC (Contractor) agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), 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), the Fresh Fruit and Vegetable Program, and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 211, 215, 220, 225, 226, 235, 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 The District shall delegate approval and signatory responsibility for free and reduced-price meals and free milk to the FSMC's (Contractor's) employee in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, 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 Idaho 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.

Maximum Points	Factor Number	Factor Description
45	1	Financial pro forma; Proposed amount of the management fee; Projected overall program financial results.
30	2	FSMC (Contractor) experience, ability, responsibility and work record in management of school food service programs.
25	3	21 day cycle elementary menu and proposed program for middle and high school.
25	4	FSMC's (Contractor's) proposed on-site supervisor.
20	6	Nutritional marketing, communication plan, and menu planning option (see Specifications at section 2.0 Meal Services).
20	7	Employee training and development plan.
15	8	Purchasing specification and purchasing power.
10	9	References of present and prior school food service contracts.
10	10	FSMC's (Contractor's) accounting and reporting system.

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, 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.

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 National School Lunch Program (NSLP), a School Breakfast Program (SBP); a Fresh Fruit and Vegetable Program (FFVP); a Summer Food Service Program (SFSP); a Supper Program - Child and Adult Care Food Program (CACFP); during the duration of the contract 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.

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, and CACFP 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 1 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 5 main entree choices each day. Currently, several varieties of the following formats are offered daily:

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 food service employees will be employed by the FSMA (Contractor) who shall be solely responsible for employees on their payrolls, including responsibility for recruitment, employment, promotion, transfer, Professional Standards tracking, layoff and termination. 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 and is USDA Professional Standards qualified.

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. The FSMC (Contractor) assures the health certification of all facilities used for food preparation.

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.

The District shall ensure that the FSMC (Contractor) fully discloses all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company 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 School District during a mutually agreed upon timeframe that is beneficial to the School District.

School Food Authorities (SFAs) may also opt to use the language found in 7 CFR Part 210.21(f)(i):

Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

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 small wares, 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) 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 such regulations and be fully described by the FSMC (Contractor).

9.0 PROGRAM INFORMATION

Interested Contractors are required to utilize the participation levels, meal prices, Federal reimbursements and the District's payroll summary as detailed in "Program Information" that enables the District to compare proposals from the various Contractors.

Participation/Prices:

Participation Categories	Breakfast Price /Meal	ADP Breakfast Count	Lunch Price /Meal	ADP Lunch Count	ADP Supper Count	ADP Breakfast Summer Count	ADP Lunch Summer Count
Free: Student		310		863	65	65	150
Reduced-Price: Student	\$0.30	59	\$0.40	238			
Paid: Student, Elementary	\$1.50	63	\$2.70	423			
Paid: Student, Junior	\$1.75	13	\$3.10	111			
Paid: Student, High	\$1.75	15	\$3.10	102			
Adult	\$2.25	5	\$4.00	8			
A la Carte	\$1.00	0	\$1.00	784			
Catering		0	\$1.00	146			
Earned: Free Student		0		10			
Earned: Reduced Student		0		2			
Earned: Paid Student		0		10			

Serving Days:

Participation Categories	NSLP/SBP Total Days
Serving Days: Elementary	171
Serving Days: Middle/Junior	171
Serving Days: High	171

Note: Add Four Days; Training, Registration, Kitchen Start-up.

Reimbursement Rates:

Category	Federal Lunch	Federal Breakfast	Severe Need Breakfast
Free	\$3.39	\$1.79	\$2.14
Reduced-Price	\$2.99	\$1.49	\$1.84
Paid	\$.39	\$.31	\$.31
USDA Commodities	\$.2325 Per Meal		
CACFP Supper	\$3.31 Free, .235 CIL		

Contractor Payroll Summary:

Category	
Average Hourly Rate of Pay	\$12.32
Labor Hours per Day	200.90
Summer Hours per Day	19.25
Application Help: (3.75 hours Per day for 5 days)	18.75

Serving Times/Program:

School Name	FTE Enroll	Lunch Srv Time	Brkfst Srv Time	Config	NSLP	SBP	Supper	Summer	FFVP	Method*
Athol	394	11:20 -12:50	8:00-8:30	K-6	Yes	Yes	Yes	No	No	Partial
Betty Kiefer	462	11:00- 12:50	8:30- 9:00	K-6	Yes	Yes	Yes	No	No	Partial
Garwood	376	11:20- 12:40	8:00-8:30	K-6	Yes	Yes	No	No	No	Partial
John Brown	354	11:00- 12:35	8:00-8:30	K-6	Yes	Yes	Yes	No	Yes	Partial
Twin Lakes	341	11:20:12:40	8:05-8:30	K-6	Yes	Yes	No	No	No	Partial
Spirit Lake	343	11:15- 12:55	8:10-8:26	K-6	Yes	Yes	Yes	No	Yes	Partial
MTV Alternative	98	11:05-11:30	8:00-8:20	9-12	Yes	Yes	No	No	No	Base
Timberlake Junior High	287	11:33 - 11:58	7:35-7:55	7-8	Yes	Yes	No	No	No	Partial
Timberlake High	574	11:05-11:35 12:10-12:40	7:35-7:55	9-12	Yes	Yes	No	Yes	No	Partial
Lakeland High	850	11:00-11:30 12:05-12.35	7:30-7:50	9-12	Yes	Yes	No	No	No	Partial
Lakeland Junior High	400	11:25-11:55 12:25-12:55	7:30-8:00	7-8	Yes	Yes	No	Yes	No	Partial

Notes:

NSLP = Indicates participation in the National School Lunch Program

SBP = Indicates participation in the School Breakfast Program

Snack = Indicates participation in the Afterschool Snack Program

* Indicates method of service:

- Base Base Kitchen—preparing food for self and other schools.
- Satellite Receiving food prepared from the base kitchen.
- Partial Heat & Serve items prepared on site. Production foods prepared at Base Kitchen and finished/assembled at site.
- Site Meals prepared on site.

Estimated Allocation of Costs:

Direct Utility costs (heat, electricity, etc.)	Debit to program	\$35,000.00
Idaho Sales Tax: Ala carte, adult meals and non-district catering	Reduction in Revenue	6%
Direct Maintenance Costs paid by the district and charged to the food service program	Debit to program	\$16,250.00
Direct copier usage costs and office supplies paid by District and charged to the food service program	Debit to program	\$5,000.00
Kitchen permits and second required inspections paid by District and charged to the food service program	Debit to program	\$2,475.00
Delivery costs of prepared foods from base kitchen to schools, including fuel and vehicle costs	Debit to program	\$6,500.00
Heartland/NutriKids annual support; POS	Debit to program	\$5,300.00
Small Ware Replacement	Debit to program	\$5,000.00

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-4) 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.
- State incorporated in.
- Date licensed to do business in the state of Idaho.
- Names of principal officers (President, Vice President, Secretary, Treasurer).

If a partnership, please 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.

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 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 and how it complies with USDA Professional Standards.

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. The contract will be drafted by the successful FSMC (Contractor), a sample of which shall be included in the proposal. 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 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 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).

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" (page E-12).

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 (page E-13).

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 (page E-14).

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 ()

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 IS 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.

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:

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 Lakeland School District No. 272 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 the Lakeland Joint School District No. 272 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

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

Certification Regarding Debarment and Suspension and Other Responsibility Matters - Primary Covered Transactions

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Organization Name

Names and Titles of Authorized Representatives

Signatures

Date

Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and the Food Service Management Company (Respondent) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of Local Educational Agency

(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 FMC 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 LEA Authorized Representative

Title

Date

CERTIFICATION REGARDING LOBBYING

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