Child Nutrition Programs
Request for Proposal

School District/Public Entity: Lake Havasu Unified School District #1

Solicitation Number: 08-09-09

Solicitation Due Date/Time: April 27, 2009 – 2:00 p.m. Arizona Time

Submittal Location: 2200 Havasupai Blvd., Lake Havasu City, AZ 86403

Pre-Offer Conference Date/Time: A pre-proposal meeting will be held at the Lake Havasu Unified School District #1 on **March 23, 2009, 9:00 a.m**., in the boardroom at the district office, located at 2200 Havasupai Boulevard, Lake Havasu City, Arizona 86403. Following the initial meeting, a district bus will be available to take interested parties to Lake Havasu High School, Thunderbolt Middle School, Daytona Middle School and Oro Grande Elementary School (this school is representative of the six elementary schools located in the district). The bus will return to the district office at the conclusion of the tour, at which time vendors may submit questions. Answers to these questions will be posted on the district website, www.havasu.k12.az.us (under Bids/Proposals), in the form of an RFP amendment, by 4:00 P.M. on Wednesday, March 25, 2009.

Please R.S.V.P. your attendance at the pre-proposal meeting to Mary Heronema at mheronema@havasu.k12.az.us by Friday, March 13, 2009.

Pre-Offer Conference Location: 2200 Havasupai Blvd., Lake Havasu City, AZ 86403 – Board Room

Description of Procurement: Food Service Management Company

Competitive sealed proposals for the materials or services specified will be received by the **LHUSD#1** at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the **LHUSD#1** on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Director of Business Services/Procurement.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Director of Business Services/Procurement

OFFER
RFP NO. 08-09-09

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

The Undersigned additionally certifies that the offeror does not have scrutinized business operations in either the Sudan (A.R.S. 35-391) or Iran (A.R.S. 35-393).

_____	_____
Company Name	Name of Person Authorized to Sign Offer
_____	_____
Street Address	Title of Authorized Person
_____	_____
City State Zip Code	Signature of Authorized Person Date of Offer

Telephone Number:_____ Facsimile Number:_____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number:_____

Acknowledgement of Amendment(s):	Amendment No. Date	Amendment No. Date
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated	_____	_____
	_____	_____
	_____	_____

ACCEPTANCE OF OFFER AND CONTRACT AWARD

CFDA No._____

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the LEA.

This Contract shall henceforth be referred to as Contract Number _____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

_____	_____
Lake Havasu Unified School District #1	Date

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Scope of Work

BACKGROUND

1.0.1 The Lake Havasu Unified School District #1 (LHUSD#1), hereby referred to as local educational agency (LEA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Food Service Program (SFSP), After School Care Snack Program (ASCS) and catering. This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive, operational and technical support as well as financial management of the program. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the LEA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The LEA may request of the FSMC additional food service programs per the terms of the RFP.

1.0.2 A. The LEA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program.

1.0.3 (1) Retain control of the nonprofit school food service account and overall financial responsibility for the food service operation, as well as, the prices charged to the children for meals. 210.16(a)(4)

1.0.4 (2) Retain signature authority on the State agency-school food authority Agreement, free and reduced policy statement and claims. 210.16(a)(5)(a), 210.21(b)

1.0.5 (3) Shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC through periodic on-site visits. 210.16(a)(3), 210.21(e)(1)

1.0.6 (4) Shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 210.16(a)(8)

1.0.7 (5) Shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. 245.6

1.0.8 (6) Every school year, the LEA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, LEA shall: ensure that the school implements corrective action; and, within 45 days of the review, conducts a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation. 210.8(a)(1)

SECTION 1.1
METHOD OF APPROACH AND IMPLEMENTATION PLAN

1.1.1 The LEA participates in the NSLP, SNB, SBP, ASCS, SFSP and surplus food commodities are available for use in the selected program(s), and it is the intent of the LEA that such items will be included in menus to the greatest extent possible.

A. Purchase Specifications

1.1.2 A-1. Free and reduced price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested FSMCs should include in the proposal a provision for accommodating such special requests.

1.1.3 A-2. Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. The FSMC shall ensure compliance with the LEA's Agreement with the Arizona Department of Education (ADE).

1.1.4 A-3. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the LEA's food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 210.16(c)(3)

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

B. Menu Plan

1.1.5 B-1. Include a copy of a 21-day or 42-day (if applicable) cycle menu developed in accordance with the meal pattern requirements specified in 210.16(b). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. Changes thereafter may be made with the approval of the LEA. 210.16(b)(1) Nutritional analysis and serving size must be provided.

1.1.6 B-2. The FSMC shall provide a reimbursable lunch and breakfast program designed to meet the "daily nutritional calorie needs". Lunches served must meet one-third (1/3) and Breakfasts served must meet one-quarter (1/4) of the Recommended Dietary Allowances.

1.1.7 B-3. The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others as chosen by the LEA. 210.10(a)

1.1.8 B-4. The FSMC shall implement an accurate point of service count using the counting system submitted to ADE by the LEA. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 245.8.

1.1.9 B-5. The FSMC will promote the nutritional education aspects of the LEA food service wellness program, and cooperate in the efforts of the LEA to coordinate these aspects with classroom instruction.

1.1.10 B-6. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.

1.1.11 B-7. The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC will submit a HACCP plan in the proposal.

C. Accounting Systems and Records

1.1.12 C-1. The LEA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the LEA. All deposits will be provided to the LEA, by the FSMC, in bags, with completed deposit tickets organized by school, to be deposited into the LEA account.

1.1.13 C-2. The FSMC shall have a detailed internal accounting process. This should be at a minimum:

(1) Detailed inventory control for storage areas, including USDA commodities;
(2) Accounting controls;
(3) Method of recording, checking and reporting sales;
(4) Internal control of cash handling;
(5) Internal audit system;
(6) All regular accounting forms used, with explanation of each; and
(7) Account periods.

1.1.14 C-3. The FSMC shall have a policy on how the meals will be served and how proper, accurate pupil participation records will be maintained.

D. Cost Controls and Fees

1.1.15 D-1. Each FSMC shall have a plan for controlling costs which includes:

(1) Previous record on meeting budgets and estimating costs;
(2) Management and accounting tools that the FSMC will implement to monitor costs controls, revenue, meal counts, and productivity;
(3) Outline the number of weeks the FSMC Management will work, the number of Management vacation days and number of Management leave days that will be charged the LEA;

(4) Amount of any bonus the FSMC will provide to the management staff, which will be charged to the LEA (Cost Reimbursement Contracts only); and
(5) Identify what the performance guarantee will be.

1.1.16 D-2. The FSMC shall provide a sample invoice that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

E. Housekeeping and Inventories Responsibilities

1.1.17 E-1. At the beginning and termination of the contract, the LEA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the LEA's property. The LEA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services.

1.1.18 E-2. The LEA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The LEA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The LEA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone service, necessary for the FSMC to provide services.

1.1.19 E-3. The LEA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 210.13(a)

1.1.20 E-4. The LEA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the LEA. The FSMC shall comply with all LEA local and sanitation requirements applicable to the preparation of food. 210.16(a)(7) FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

1.1.21 E-5. The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the School Board. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the School Board standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.

1.1.22 E-6. The FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement. 210.9(b)(14)

1.1.23 E-7. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 210.16(c)(2).

1.1.24 E-8. The FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of LEA's food service program ("the IT System"). LEA shall provide at its expense a suitable environment, including such heat, air condition, phone and utility service s may be reasonable required for the installation, implementation, operation and maintenance of "the IT system".

Special Terms and Conditions

1. Definition of Terms Used in these Special Terms and Conditions

Purpose: The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for the LHUSD#1. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

A. "ADE" means the Arizona Department of Education

B. "ASCS" means After School Care Snack

C. "CN" means Child Nutrition

D. "CCC" means Commodity Credit Corporation

E. "Cost reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee

F. "Contractor" means any person who has a contract with the LHUSD#1.

G. "DF" means Donated Food

H. "Fixed Fee" a means an agreed upon amount that is fixed at the inception of the Contract

I. "FNS" means Food Nutrition Services

J. "FSMC" means Food Service Management Company

K. "Gratuity - a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received

L. "LEA" means Local Education Agency and refers to the LHUSD#1 that executes the contract

M. "NSLP" means National School Lunch Program

N. "Director of Business Services/Procurement" means the person duly authorized by the School Distinct/Public Entity to enter into and administer Contracts, direct contract changes and make written determinations with respect to the Contract or their designee

O. "SBP" means School Breakfast Program

P. "SNB" means Severe Need Breakfast

Q. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ)

R. "SMP" means Special Milk Program

S. "SFSP" means Summer Food Service Program, Seamless Summer Food Service Program and Simplified Summer Food Services Program

T. "Sponsor" means the same as "Arizona Schools", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children

U. "USDA" means United States Department of Agriculture

2. Insurance.

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees

or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. LEA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***"The*** LHUSD#1. ***its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(b) Policy shall contain a waiver of subrogation against the LEA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(2) Vehicle Insurance - Operator, at its expense, shall procure and maintain a policy of non-owned automobile liability insurance with the limits set forth below:

(a) $300,000 bodily injury limit
(b) $300,000 property damage limit
(c) Statutory limit on uninsured and underinsured motorist coverage, if such coverage is required by law

The foregoing coverage shall be effective during the agreement period plus any period of time that the Operator uses, operates, otherwise drives or is responsible for the Vehicle. The policy of insurance shall (i) be written as primary insurance and be non-contributing to any coverage of the District for losses caused by Operator's negligence; (ii) waive the insurer's right of subrogation or similar rights against the District and any of the District's officers, employees, agents and representatives; and (iii) include the District as an additional insured. Upon request, Operator shall provide the District with a certificate evidencing such insurance coverage.

(3) Worker's Compensation and Employers' Liability

Workers' Compensation	**Statutory**
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

(a) Policy shall contain a waiver of subrogation against the LEA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

(1) The LEA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the LEA. Such notice shall be sent directly to the LEA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the LEA with an "A.M. Best" rating of not less than A- VII. The LEA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the LEA with certificates of insurance (ACORD form or equivalent approved by the LEA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(1) All certificates and endorsements are to be received and approved by the LEA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

(2) All certificates required by this Contract shall be sent directly to the LEA office. The LEA project/contract number and project description shall be noted on the certificate of insurance. The LEA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the LEA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/area LEA agency, board, commission, or university, none of the above shall apply.

3. Contract Term. The term of this Contract shall commence on the date the LEA signs the Offer and Acceptance Form, signifying the LEA's acceptance of the Offeror's proposal, but no earlier than July 1, 2009. The contract will remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than June 30, 2010. 210.16(d)

4. Contract Option. 210.16(d)

A. The contract must be one year with the option to have four additional one-year extensions.

B. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

C. Either party may cancel for cause with 60-day notification.

5. Termination Clause. The contract may be terminated for cause and for convenience by the LEA. 3016.36(i)(2)

6. Non Performance Sanction. If contractors violate or breach contract terms, the LEA can place administrative, contractual, or legal remedies sanctions and penalties as may be appropriate. 210.16(b)(2) 3016.36(i)(1)

7. Pricing Adjustments.

A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

B. Pricing for SFSP may be requested by the LEA as an option, which may be exercised during each school year. Prices as stated must be complete for the services offered and shall include all associated costs. Offerors are to utilize the demographics provided to determine pricing, taking bonding requirements into consideration, as identified in this section, paragraph 25.

C. The LEA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, ala carte service including vending machines and adult meals.

D. The contract will include a break even guarantee. The LEA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve financial break-even, defined as "generated program revenues will be sufficient to cover all actual and direct operating "costs incurred." In the event that this financial result is not achieved, the FSMC shall reimburse the LEA an amount equal to the variance but not to exceed the total annual management fee.

E. The Director of Business Services/Procurement may review a fully documented request for a price increase only after the Contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract Extension and shall be a factor in the extension review process.

F. All written requests for price adjustments made by the Contractor shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Director of Business Services/Procurement sufficient time to make a fair and equitable determination to any such request. The Director of Business Services/Procurement shall determine whether the requested price increase or an alternate option is in the best interest of the LEA.

8. Payment/Invoices.

A. No payment for meals shall be made for meals that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 210.16(c)(3)

B. The FSMC purchases must be in the compliance with standards and specification in the RFP and in cost reimbursable contracts the prices charged to the LEA must be reasonable and necessary. In fact, only the best commercial practices are to prevail and only material (food, supplies, etc) and workmanship of a quality that would normally be specified by the LEA are to be used.

C. In cost reimbursable contracts, the LEA shall ensure that the FSMC fully disclose all discounts, rebates, allowances and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the LEA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the LEA. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. (210.21)(f) (1)(iv).

D. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of 210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs. 210.21 (f)(2)

E. All cost reimbursable contracts must have a breakdown of administrative and management fees in order to prevent double billing. Administrative Overhead and Annual Management Fee are:

(1) Administrative Overhead: All program expenses not otherwise defined in the RFP will be assumed by the FSMC under the administrative fee. All indirect and overhead costs must be included in the administrative fee. This charge will be reflected as a cost per meal, and must be clearly identified.

(a) The following must be included in the administrative fees and may not be charged to any other expenses. Any travel relating to the following must be covered by the administrative fee.

- Personnel and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel
- Dietetic Services; (Administrative and Nutritional)
- Test Kitchens

- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision
- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice

(2) Annual Management Fee: The management fee represents a profit to the FSMC and will be reflected as a cost per meal. All bonuses must be paid from the management fee charged by the FSMC and bonuses cannot be billed to the LEA, as part of the direct cost for labor.

F. In cost reimbursable contracts, the FSMC must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); 210.21(f)(1)(ii)(A)

G. The FSMC must credit monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus food), and including the value of donated foods contained in processed end products. Credit issued by the FSMC to the LEA for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.

H. The FSMC shall bill for each reimbursable lunch which is considered one (1) meal/meal equivalent; each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and each reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent. For non-reimbursable meals the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals and special functions or catering) by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.

I. When submitting the invoice for a cost reimbursement contract, the FSMC shall list the following costs.

Direct FSMC operating costs are defined as:

- Food and supply purchases necessary to perform the food service program
- Food service program travel and mileage costs incurred
- Advertising and promotions within the LEA
- The FSMC's insurance necessary for performance of this Agreement
- Service business and occupation tax
- Employee training and development costs
- Laundry, linen, and uniforms
- Licenses and permits for performance of this Agreement
- Commodity delivery charges and storage rental

The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision
- Financial reporting and analysis
- Field auditing
- Marketing Assistance
- Purchasing administration

J. The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non - profit LEA service account to prevent double billing.

K. The billing claim information will be sent to the LEA promptly at the end of each month.210.16(c)(1) The LEA shall pay all amounts when due, but if the LEA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.

9. Buy American Provision. The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 210.21(d).

10. Local Wellness Policy- WIC Reauthorization Act of 2004. The FSMC will ensure compliance with new Federal legislation requiring every LEA participating in the NSLP, SBP or SMP to develop a local wellness program effective July 1, 2006. Public Law 108-265

11. Equal Employment Opportunity. The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 3016.36(i)(3).

12. Contract Work Hours and Safety Standard Act. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). 3016.36(i)(6)

13. USDA Rights. The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 3016.36 (i)(7-9)

14. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The LEA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement 3016.36(i)(12).

15. Energy Policy and Conservation Act. The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871. 3016.36)(i)(13)

16. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards. A new certification is also required for each renewal period. (Complete Attachment 7.15) 3017.100

17. Certification Regarding Lobbying. Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. A new certificate is also required for each renewal period. (Complete Attachment 7.16 page 1) 3018.100

18. Disclosure of Lobbying Activities. Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 7.16 page 3)3018.100

19. Civil Rights Compliance. FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination. 210.21(b)

20. Compliance with Program Regulations. FSMC will conduct program operations in accordance with CFR Parts 210, 215, 220, 225, and 250.

21. Certification of Independent Price Determination. FSMC admits that all 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 certification regarding non-collusion. (Complete Attachment 7.17)

22. Claim Liability.

A. The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.

B. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods. In the event the LEA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the LEA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the LEA.

23. Location of Records.

A. All FSMC records pertaining to the LEA should be maintained at the LEA property.

B. The books and records of the FSMC pertaining to operations under this Agreement shall be available to the LEA at any reasonable time. These records are subject to inspection or audit by representatives of the LEA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S 35-214). 210.16(c)(1) 3016.36 (i)(10)

24. Program Conformance. The FSMC may not operate an a la carte food service unless the FSMC agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. The FSMC shall ensure that the food service operation is in conformance with the LEA's Agreement under the program. 210.16(a)(1)(2)

25. Prohibitions.

A. Provisions that permit all income and expenses to accrue to the FSMC and "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" provisions are prohibited. 210.16(c)

B. Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as cost-reimbursable expenses are prohibited.

C. Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.

D. An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited

E. Interest payments to the contractor, however represented, including interest payments for equipments purchases, are prohibited

F. A "guaranteed return" provision unless the "return" remains in the nonprofit food service account, is prohibited "return" cannot be contingent upon multi-year contract duration

G. Provisions that allow an FSMC to be responsible for any functions that must be retained by the LEA are prohibited

H. Automatic renewal of the contract provisions are prohibited

I. Provisions, which permit the FSMC to subcontract USDA donated foods for further processing, are prohibited

26. Project Personnel

A. The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations. The LEA must be consulted and provide approval prior to additional FSMC employees being hired.

B. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.

C. The Food Service Director assigned to the LEA, if awarded the contract, must have at minimum five (5) years experience with other school districts of comparable size to the LEA, with at minimum 35% free and reduced lunch qualifiers. The LEA reserves the right to approve the selection of the FSMC's personnel and to refuse any applicants recommended by the FSMC to which the LEA objects. Once the food service director has been appointed, the FSMC will not relocate this individual for a minimum of three years, without District permission.

D. The FSMC managers will direct and supervise all food service employees. The FSMC shall maintain safety programs for employees as required. Also, the use of student workers or students enrolled in the LEA is prohibited without prior approval.

E. The LEA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well being of students, staff and faculty. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the LHUSD#1 and all local policies. (Provide the information on Attachment 7.10.)

F. The FSMC shall cooperate with the LEA's Food Service Advisory Committee, consisting of students, parents, and LEA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.

27. Proposed Personnel Schedule and Training

A. The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each school-staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of each school in the LEA. (Provide this information in Attachment 7.11.)

B. The FSMC will have a detailed training program for employees, supervisors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of LEA premises. (Provide this information in Attachment 7.12.)

28. USDA Commodities or Donated Foods

A. Schools and sponsors that participate in the NSLP and SBP are eligible to receive USDA commodities. USDA gives the LEA an entitlement dollar amount each school year based on the number of meals served in Arizona the previous school year. Any federally donated commodities received by the LEA and made available to the FSMC shall be used only for the benefit of the LEA's food service operation. No commodities will be used for special functions outside of the NSLP, NSBP, and SFSP, such as catering. Any commodity processing contracts shall be established by the LEA based on the ADE approved state contract. All federally donated foods received by the LEA and made available to the FSMC accrue only to the benefit of the LEA school food service and are fully utilized therein. 210.16(a)(6)

B. The LEA shall retain title to all USDA-donated foods and the FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable

C. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by FSMC. 210.9(b)(15)

D. The LEA shall ensure that FSMC has credited it for the value of all donated foods received for use in LEA's meal service in the school year. 250.51(a)

E. LEA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. 250.15

F. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, in LEA's food service program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to LEA. 250.52(c). FSMC further agrees to accept and use all other donated foods in LEA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in LEA's food service program. 250.51(d)

G. LEA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the LEA. Upon termination of this Contract, FSMC must, at LEA's discretion, return other unused donated foods to LEA. The value of other unused donated foods shall be based on the market value of all USDA donated commodities received for use in LEA's food service. Market value shall be the value set by the distributing agency, which is the USDA commodity file cost as of a date specified by the state, unless otherwise noted. 250.51(a)

H. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the LEA. FSMC agrees that any procurement of end products by FSMC on behalf of LEA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of LEA's processing agreements. FSMC shall credit LEA for the value of donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to LEA's Nonprofit School Food Service Account. 250.51(a)

I. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods. FSMC shall credit LEA for the value of all USDA-donated foods received for the use in LEA's meal service in

the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products. The manner in which FSMC shall account for the value of USDA-donated foods is listed in 250.51.

J. Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to LEA, the savings resulting from use of donated commodities based on the market value of all USDA donated commodities received for use in LEA's food service. Market value shall be the value set by the ADE, which is the USDA commodity file cost as of a date specified by the state, unless otherwise noted. FSMC must include a template on how they will report the value of the commodity each month. The LEA will allow crediting to be performed by disclosure; i.e., the FSMC credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. A school food authority must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 210.9(b)(2). 250.51(b)

K. The LEA must ensure that, in crediting it for the value of donated foods, the FSMC uses the donated food values determined by ADE, in accordance with 250.58(e). 250.51(c)

L. The FSMC is prohibited from cashing out donated foods and providing a credit to LEA for donated foods. 250.13 The FSMC will comply with 7 CFR part 250 concerning storage and inventory management of donated foods. The FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods.

M. The FSMC must ensure that its system of inventory management will not result in LEA being charged for donated foods. Failure by the FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

N. The FSMC shall allow LEA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. 250.53(a)(10)

O. The FSMC shall maintain records to document its compliance with requirements relating to donated foods in accordance with 250.54(b). 250.53(a)(11)

P. The FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to donated foods. 250.53(a)(12)

Q. The FSMC shall have a strategy to meet the CFR's for donated foods and invoicing on how the FSMC will report the value of the commodity monthly.

29. Transportation, Equipment and Vehicle

Lake Havasu Unified School District #1 shall provide transportation vehicles and equipment ("Vehicle") to be used in the food service program. Maintenance, fuel and equipment for transportation shall be the responsibility of the District. All FSMC employees ("Operator") who operate such vehicles or equipment must possess valid and current license(s) as required by the state of Arizona. Transportation vehicles and equipment shall be used by FSMC to comply with its obligations as follows:

A. In no event shall the Vehicle be used, operated or driven (1) outside the State of Arizona; (2) by any person other than a qualified licensed driver 21 years of age or older; or (3) by any person who is under the influence (to whatever degree) of intoxicating liquor or drugs. These restrictions are cumulative, and each of them shall apply to every use, operation or driving of the vehicle.

B. Operator shall be solely liable for and shall indemnify and hold the District harmless from all fines, penalties and forfeitures imposed under any Federal, State, Municipal or other statute, law ordinance, rule or regulation, or insurance policy provision to the extent such matter was caused by Operator.

C. Operator shall promptly report any accident to the District and deliver, to the District or its insurer if so directed by the District, every process, pleading, notice or paper of any kind received by Operator or any driver of the Vehicle relating to any claim, suit or proceeding connected with any accident or event involving the Vehicle. Neither Operator nor any driver of the Vehicle shall assist the assertion of any such claim, suit or proceeding and shall cooperate fully with the District and its insurer in investigating and defending the same. District shall provide prompt notice to Operator of any accidents allegedly arising from Operator's negligence and shall cooperate fully with Operator and its insurer in investigating and defending the same.

D. Operator is liable for all parking and traffic violations which are caused by Operator.

E. When using the Vehicle, Operator shall comply with all applicable state, federal, city and District laws, regulations and policies.

F. Operator agrees to operate the Vehicle in a careful and safe manner. District hereby assumes all risk of damage to and loss or theft of the Vehicle (or any District's property contained therein), and the District assumes liability for injury or death to persons and damage to property related to District's maintenance, operation or use of the Vehicle from any cause whatsoever and Operator's use of the Vehicle from any cause whatsoever, except that losses arising from Operator's negligent acts or omissions shall be the responsibility of Operator and Operator hereby waives all claims in respect thereof against District. Operator shall indemnify, defend, and save harmless District and any of its officers, employees, agents and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by District, its officers, agents, employees or representatives on account of any loss or damage to any other property (real or personal) and for injuries to or death of any person arising out of (i) any act or omission by Operator, its employees, agents, representatives, or subcontractors' (ii)Operator's use of the Vehicle (except to the extent caused by District's maintenance, use or operation; or (iii) any breach or default in the performance of any obligation on Operator's part to be performed under the terms of this Agreement.

30. E-Verify Requirement A.R.S. § 41-4401.

A. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.

C. Failure to comply with a LEA audit process to randomly verify the employment records of FSMCs and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.

D. The LEA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is complying with A.R.S. 41-4401(A)(1).

31. Licenses. The FSMC shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the FSMC.

32. Removal of Contractor Personnel. The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. LEA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of LEA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of LEA.

33. Subcontracts. The FSMC may, with the approval of the USDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the USDA prior to the effective date of any subcontract.

A. The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the USDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the USDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements.

B. FSMCs' certificate(s) shall include all subcontractors as insured's under its policies or FSMC shall furnish to the LEA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

34. Cooperation with Other Contractors and Subcontractors. The FSMC shall fully cooperate with other LEA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other LEA contractors.

35. Availability of Funds. Every payment obligation of the LEA under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the LEA at the end of the period for which funds are available. No liability shall accrue to the LEA in the event this provision is exercised, and the LEA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

36. Taxes. If during the term of this Agreement any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this Agreement, and will continue until the applicable statute of limitations, including legal extensions, has expired. The LEA and the FSMC shall agree to remain responsible for any: liability or assessment, including related interest and penalties, resulting from a tax responsibility of that party, and -reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from that party.

Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

C. "Contract Amendment" means a written document signed by the Director of Business Services/Procurement that is issued for the purpose of making changes in the Contract.

D. "Contractor" means any person who has a Contract with the LHUSD#1.

E. "Days" means calendar days unless otherwise specified.

F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

H. "LEA" means Local Education Agency and refers to the LHUSD#1 that executes the contract

I. "Offer" means bid, proposal or quotation.

J. "Offeror" means a vendor who responds to a Solicitation.

K. "Director of Business Services/Procurement" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

L. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

M. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Director of Business Services/Procurement and issued for the purpose of making changes to the Solicitation.

N. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Contract Interpretation

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the LEA and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions;
3. Statement of Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
8. Uniform Instructions to Offerors

D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their Agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the LEA and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The LEA shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the LEA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the LEA for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the LEA to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the LEA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Director of Business Services/Procurement and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Director of Business Services/Procurement.

G. Property of the LEA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the LEA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the LEA.

4. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the LEA within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

(1) Payment of Taxes by the LEA. The LEA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

(2) State and Local Transaction Privilege Taxes. The LEA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the LEA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

(4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the LEA.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the LEA for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The LEA will make reasonable efforts to secure such funds.

5. Contract Changes

A. Amendments. This Contract is issued under the authority of the Director of Business Services/Procurement who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Director of Business Services/Procurement. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations or the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Director of Business Services/Procurement. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Director of Business Services/Procurement. The Director of Business Services/Procurement shall not unreasonably withhold approval.

6. Risk and Liability

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the LEA shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the LEA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the LEA of materials furnished or work performed under this Contract. The LEA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

(a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

(b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or

(c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the LEA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the LEA of the materials or services, they shall be:

(1) Of a quality to pass without objection in the trade under the Contract description;

(2) Fit for the intended purposes for which the materials or services are used;

(3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

(4) Adequately contained, packaged and marked as the Contract may require; and

(5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the LEA shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the LEA.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1). Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the LEA is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

(2). Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. LEA Contractual Remedies

A. Right to Assurance. If the LEA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Director of Business Services/Procurement may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the LEA option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

(1) The LEA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Director of Business Services/Procurement shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the LEA under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the LEA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The LEA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the LEA or damages assessed by the LEA concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the LEA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the LEA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The LEA may, by written notice, terminate this Contract, in whole or in part, if the LEA determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the LEA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The LEA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The LEA may, by written notice to the Contractor, immediately terminate this Contract if the LEA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The LEA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the LEA without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the LEA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the LEA. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the LEA reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to

acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Director of Business Services/Procurement shall provide written notice of the termination and the reasons for it to the Contractor.

(2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the LEA.

(3) The LEA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the LEA for any excess costs incurred by the LEA re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims
All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

11. Gift Policy
The LEA will accept no gifts, gratuities or advertising products from vendors. The LEA has adopted a zero tolerance policy concerning vendor gifts. The LEA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Director of Business Services/Procurement.

12. Offshore Performance
Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13. Contractor's Employment Eligibility
By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The LEA may request verification of compliance from any contractor or subcontractor performing work under this contract. The LEA reserves the right to confirm compliance in accordance with applicable laws. Should the LEA suspect or find that the contractor or any of its subcontractors are not in compliance, the LEA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. Terrorism Country Divestments
Per A.R.S. 35-392, the LEA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. Scrutinized Business Operations Per A.R.S. 35-391, the LEA is prohibited from purchasing from a company with scrutinized business operations in Sudan. Per A.R.S. 35-393, the LEA is prohibited from purchasing from a company with scrutinized business operations in Iran.

16. Fingerprint Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The LEA shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the LEA. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the LEA. Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

Special Instructions to Offeror

1. **Definition of Terms Used in these Special Instructions**. As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:

A. "ADE" means the Arizona Department of Education.

B. "Department" means the Arizona Department of Education

C. "FSMC" means Food Services Management Company

D. "LEA" means Local Education Agency and refers to the LHUSD#1 that executes the contract

E. "Offeror" means a vendor who responds to a Solicitation

E. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposal (RFP), or a Request for Quotations (RFQ)

2. **Required Information**. The following shall be submitted concurrent with and as part of the Offer:

A. Offer and Contract Award Form;

B. Attachment 7.1, Qualification of Offerors;

C. Attachment 7.2, Offeror References;

D. Attachment 7.3, Cost-Reimbursement Contract Pricing Summary;

E. Attachment 7.4, Financial Projected Worksheet;

F. Attachment 7.5, Offeror's 21-Day Cycle Menus (Breakfast);

G. Attachment 7.6, Offeror's 21-Day Menus (Lunch);

H. Attachment 7.7, Offeror's Detail Internal Accounting Information;

I. Attachment 7.8, Offeror's Organization Chart;

J. Attachment 7.9, Offeror's Personnel Information;

K. Attachment 7.10, Offeror's Drug Free Workplace;

L. Attachment 7.11, Offeror's Staffing Schedule;

M. Attachment 7.12, Offeror's Training Program;

N. Attachment 7.13, Offeror's Food Services Program List;

O. Attachment 7.14, Offeror's Discontinued or Terminated Services;

P. Attachment 7.15, Certification Regarding Debarment and Suspension;

Q. Attachment 7.16, Certification Regarding Lobbying and Activities;

R. Attachment 7.17, Certification of Independent Price Determination.

3. **Authorized Signature.**

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by LEA, disclosure of ownership information shall be submitted.

(1) Privately Owned: The Owner must sign the contract.

(2) Partnership: A Partner must sign the contract.

(3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.

4. Pre-Offer Conference. A Pre-Proposal Conference will be held in conjunction with this solicitation. The Pre-proposal conference will be held at a minimum 7 days before the Proposal opens. Please refer to the cover page of this solicitation for details concerning this meeting. Attendance at this meeting is STRONGLY ENCOURAGED. After the pre-offer conference you may wish to submit comments or questions to the Director of Business Services/Procurement by sending either a facsimile to the attention of Elaine Wood or by e-mail to mheronema@havasu.k12.az.us, referencing the solicitation number. It is the responsibility of the Offeror to submit questions or comments with enough time to permit a response prior to the submission date specified. Unless the Director of Business Services/Procurement issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by the resultant FSMC.

5. Proposal Opening. As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

6. Award of Contract. Award of a contract will be made to the most responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the LEA based on the evaluation criteria set forth in the Solicitation.

7. Suspension or Debarment Certification. Complete Attachment 7.15 and submit with proposal. By signing the Offer section of the Offer and Acceptance page the respondent or Offeror certifies that the firm, business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The LEA also may exercise any other remedy available by law.

A. Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

B. The prospective lower tier participant (FSMC) agrees, by signing the form (refer to Attachment 7.15), 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. This signed attached form shall become part of the contract.

8. Certification Regarding Lobbying. Complete Attachment 7.16 and submit with proposal. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and 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.

9. Certificate of Independent Price Determination. Complete Attachment 7.17 and submit with proposal. By submission of this offer, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

A. 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;

B. Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

C. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

10. Inclusive Offeror.

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

11. Federal Immigration and Nationality Act.

By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The LEA may, at its sole discretion require evidence of compliance during the evaluation process. Should the LEA request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

12. Offer Format and Content.

A**.** One clearly marked original and two (2) copies of Offer(s) shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the LEA thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.

B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “standard procedures will be employed” or “well-known techniques will be used”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

C. Binding and Labeling. Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4).

D. Indexing. The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.

E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

(1) Section One of the Offer shall be titled **Executive Summary. T**his Section shall include a signed copy of the Offer and Award Form and complete Attachment 7.1.

(2) Section Two of the Offer shall be titled **Pricing.** This shall include the information described in the Pricing Section on page 19. This information should be provided on either Attachment 7.3 (Fixed fee) or 7.3 (Cost-Reimbursement) and 7.4 Financial Projected Worksheet.

(3) Section Three of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.

(a) Provide a 21-day breakfast menu that will meet the USDA requirements. The information should be provided on Attachment 7.5.

(b) Provide a 21-day lunch menu, which will meet the USDA requirements. This information should be provided on Attachment 7.6.

(c) Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance effective July 1, 2006. Public Law 108-265.

(d) Provide detailed information about the FSMC internal accounting program. This information should be provided in attachment 7.7.

(e) Provide a sample invoice that meets all the requirements listed in Special Terms and Conditions.

(4) Section Four of the Offer shall be titled **Offeror's Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:

(a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 7.2.

(b) Complete the information requested in Attachment 7.8, titled Organization Chart.

(c) Provide Résumés of all FSMC management staff as stated in Attachment 7.9.

(d) A description on how the Offeror shall implement a drug free workplace. This information should be provided on Attachment 7.10.

(e) Provide a proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each school-staffing schedule describe the total daily hours and daily cost. This information should be provided on Attachment 7.11.

(f) Provide a description of the training plan that the FSMC will give to employees. This information should be provided on Attachment 7.12.

(g) A list of all food service operations. This information should be provided in Attachment 7.13.

(h) A list of school districts where food services contracts have been terminated in the past five years. This information should be provided on Attachment 7.14.

13. Evaluation and Selection. Evaluation of Offers may be accomplished in four steps.

A. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.

B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.

C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).

D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the LEA, based on the following criteria (in bold print below), which are listed in descending order of importance.

(1) **Pricing:** Demonstrated capability to meet the needs of the LEA food operations using the best cost effective method. Also the Offeror must meet the pricing information as described in the Pricing Section.

(2) **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the LEA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the LEA.

(3) **Offeror's Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a LEA. This can be Arizona experience, or another food service program, and may include evaluation of references submitted.

14. **Evaluation of Optional Terms**. The LEA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate LEA to exercise the option(s).

15. Discussions. The LEA reserves the option to conduct discussions with those Offerors who submit Offers determined by the State to be reasonably susceptible of being selected for award.

16. Final Proposal Revisions.

A. In the event the Director of Business Services/Procurement determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.

B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and LEA at the conclusion of negotiations.

C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.

D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

Uniform Instructions to Offeror

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

A. "Attachment' means any item the Solicitation requires an Offeror to submit as part of the Offer

B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law

C. "Contract Amendment" means a written document signed by the Director of Business Services/Procurement that is issued for the purpose of making changes in the Contract

D. "Contractor" means any person who has a contract with the School District.

E. "Days" means calendar days unless otherwise specified.

F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

G. "FSMC" means Food Service Management Company

H. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

I. "LEA" means Local Education Agency and refers to the LHUSD#1 that executes the contract

J. "Offer" means the bid, proposal or qualification.

K. "Offeror" means a vendor who responds to a Solicitation.

L. "Director of Business Services/Procurement" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

M. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).

N. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Director of Business Services/Procurement and issued for the purpose of making changes to the Solicitation.

O. "Subcontract" means any Contract, express or implied, between the Contractor and another other party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

A. Duty to Examine: It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

B. Solicitation Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries: The Director of Business Services/Procurement or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. **Do not place the solicitation number on the outside of the envelope**

containing the inquiry as it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness: Any inquiry shall be submitted, in writing, as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.

F. Solicitation Amendments/Addenda: The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. Pre-Offer Conference: A Pre-Offer Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.

H. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

A. Forms: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. **A facsimile, telegraphic or mailgram offer shall be rejected.**

B. Typed or Ink / Corrections: The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Director of Business Services/Procurement in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
(1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

(2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Per 7 CFR §3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.

F. Cost of Offer Preparation: The District will <u>not</u> reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.

H. Federal Excise Tax: School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Offer: School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the LEA will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions;
3. Statement of Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
8. Uniform Instructions to Offerors

M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. **If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed.** The LEA shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

D. Non-collusion, Employment, and Services: By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:

(1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

(2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, sexual orientation, national origin, marital or family status, political beliefs, disability, or Vietnam status and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Evaluation

A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes: All applicable taxes in the Offer will be considered by the LEA when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

C. Late Offers: An offer submitted after the exact Offer due date and exact time shall be rejected.

D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.

F. Payment: Payments shall comply with the requirements of A.R.S. § 35.342, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.

G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the LEA reserves the right to:

1. Waive any minor informality;
2. Reject any and all offers or portions thereof; or
3. Cancel a solicitation.

6. Award

A. Number or Types of Awards: Where applicable, the LEA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the LEA. If the Director of Business Services/Procurement determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.

B. Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Director of Business Services/Procurement's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date: The effective date of this Contract shall be the date that the Director of Business Services/Procurement signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

D. Governing Board Approval: Final acceptance for the LEA will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A. Protests shall be filed, and shall be resolved, in accordance with the Arizona Administrative Code (A.A.C.) R7-2-1142. A protest must be in writing and must be filed with Gail Malay, Superintendent. A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within 10 days after the protester knows or should have known the basis of the protest. A protest must include:

1. The name, address and telephone number of the protestor.
2. The signature of the protestor or its representative.
3. Identification of the purchasing agency and the solicitation number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. The form of relief requested.

Pricing

A. Contractors Cost and Fees

1.2.1 A-1. Interested FSMC's are requested to include in the proposal alternatives to the reimbursable lunch, such as a-la-carte program which can be provided along, and in conjunction with, the required reimbursable lunch programs. For the purpose of identifying a-la-carte meals served an equivalency factor shall be identified. The meal equivalency factor is defined as the total sales of non-reimbursable meals (adult meals, a la carte, special functions or catering) divided by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year. For proposal purposes only use $2.80 **($2.60+ commodities value)** as the per meal rate.

1.2.2 A-2. The following are the minimum allowable definitions for a pattern meal eligible for reimbursement.

1 Reimbursable Lunch	=	1 Pattern Meal
2 Reimbursable Breakfasts	=	1 Pattern Meal
4 Reimbursable Snacks	=	1 Pattern Meal

B. Contract Options

1.2.3 In a cost-reimbursable contract, the FSMC will be paid on the basis of the direct cost incurred plus a fixed fee. In cost reimbursable contracts, the FSMC shall provide a breakdown of administrative and management fees in order to prevent double billing. The value of commodities used must be itemized in the regular monthly billing to the LEA to document savings resulting from commodity usage.

Qualification of Offeror

This qualification data must be submitted by each FSMC along with the sealed proposal, and include information as follows:

1. Any interested FSMC must be presently operating a comparable, successful school lunch program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.

2. Annual reports or financial statements for the past year. These reports and financial statements must be certified by a licensed public accountant, and must be included in the pre-qualification data.

3. An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested FSMC.

Proposals must present the following information:

District Name	Size	Number of Sites	Current Contract Start Date	Last ADE Audit and Status

Offeror References

At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation.

Please provide 3 References

1. School District _____

A. Address _____

_____

B. Point of Contact/Phone # _____

C. Description of Services _____

_____

_____

2. School District _____

A. Address _____

_____

B. Point of Contact/Phone # _____

C. Description of Services _____

_____

_____

3. School District _____

A. Address _____

_____

B. Point of Contact/Phone # _____

C. Description of Services _____

_____

_____

Cost- Reimbursement Contract Pricing Summary

Non Profit School Food Service

The FSMC will be paid on the basis of the direct cost incurred plus the fixed rate per meal/meal equivalent for General and Administrative Expenses and for Management Fee

FSMC Administrative Fee Proposal for the NSLP, SBP, and ASCS Programs

To be completed by the FSMC:

General and Administrative Expenses Per Meal/Meal Equivalent $_____

FSMC Management Fee Proposal for the NSLP, SBP, and ASCS Programs

To be completed by the FSMC:

Management Fee Per Meal/Meal Equivalent $_____

FSMC Administrative Fee Proposal for the Summer Food Service Program

To be completed by the FSMC:

General and Administrative Expenses Per Meal/Meal Equivalent $_____

FSMC Management Fee Proposal for the for the Summer Food Service Program

To be completed by the FSMC (Complete One):

Management Fee Per Meal/Meal Equivalent $_____

Financial Projected Worksheet

For proposal purposes only, base the Financial Projected Expenditures Worksheet in the following format for meals per year, based on meals served during 2007-08: Breakfast = 185,356; Lunch = 674,161; Snacks = 7,908; Adult Meals = 13,139; non-reimbursable snacks, ala cartes and other meals = 156,608

	2009-2010	2010-2011	2011-2012	2012-2013
Revenues:				
Student Breakfast Sales				
Student Lunch Sales				
A-La-Carte Sales				
Adult Sales				
Special Event Sales				
Total Cash				
Federal Reimbursement (Based on Current Rates)				
State Matching				
Total Reimbursements				
Commodity Income				
Total Income				
Costs: (Appendix A):				
Purchased Food Cost				
Commodity Use				
Gross Food Cost				
Management Salaries				
Management Benefits				
District Salaries				
District Benefits				
TOTAL LABOR				
Direct Expenses (Appendix A):				
Cleaning Supplies				
Paper Supplies				
General Insurance				
Relocation				
Auto Allowance				
Telephone				
Travel (Management Meetings)				
Office Supplies				
Postage				
Promotions (with district consultation)				
Repair/Maintenance				
Uniform/Laundry				
Replacements (smallwares, etc.)				
Other Costs				
Marketing				
Indirect Costs				
Total Direct Expenses Cost Or Per Meal Cost (Appendix A):				
Administrative Expense:				
Management Fee:				
Total Costs:				
Management Per Meal Rate:				
Food Services Supply (DEFICIT)				

Offeror's 21 Day Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday

Breakfast Menu Week 1

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Breakfast Menu Week 2

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Breakfast Menu Week 3

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Breakfast Menu Week 4

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Breakfast Menu Week 5

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Offeror's 21-Day Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday

Lunch Menu Week 1

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Lunch Menu Week 2

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Lunch Menu Week 3

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Lunch Menu Week 4

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Lunch Menu Week 5

Day	Menu	Portions	USDA Recipe Number
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Offeror's Detail Internal Accounting Information

Give detailed information regarding your internal accounting program. You must, at minimum, give the following information:

1. Detailed inventory control for storage areas, including USDA commodities
2. Accounting controls
3. Method of recording, checking and reporting sales
4. Internal control of cash handling
5. Internal audit system
6. All regular accounting forms used, with explanation of each
7. Account periods

Offeror's Organization Chart

Each FSMC will place a Company Organization Chart in this Attachment. Identify the Project Personnel who will be working with the LEA and include what the FSMC's plan is for the administrative, management and the supervision proposed under the specifications of this contract.

Offeror's Personnel Information

Please submit Résumés of all personnel who will be working with the LEA. The Résumé information shall include the following:

(1) Education;

(2) Number of years of experience, number of years with the company;

(3) Specific related experience;

(4) Availability of the person to work with the LHUSD#1;

(5) Identify the current and proposed time commitments of this person; and

(6) Identify any associates or outside consultants, and previous work experience with proposed outside sources, if any.

Offeror's Drug Free Workplace Policy

The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the LHUSD#1 and all local policies. Preference will be given to vendors submitting a certification with their proposal certifying they have a drug free workplace. The special condition is as follows:

INDENTICAL TIE PROPOSALS – Where two or more proposals, which are equal with respect to pricing, menu planning, method of approach and implementation plan, Offeror's experience, expertise & reliability and donated foods. A proposal received from a business that certified that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintain a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement in subsection (1).

4. In the statement specified in the subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the violation of any controlled substance law of the United States or any state, for the a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name:_____

Vendors Signature:_____

Offeror's Staffing Scheduling

1. Describe the FSMC daily food service employees staffing schedule. In the staffing schedule include the following:
    a. the daily listing of FSMC employees by school and position description;
    b. the daily hours scheduled for each employee working; and
    c. the corresponding wage rate for each employee.

2. Provide a school-staffing schedule which describes the total daily hours and daily costs.

3. If applicable, describe the FSMC plan in regards to employment of the existing food service staff.

4. Describe how the FSMC will ensure that the level of service meets the needs of each school in the LHUSD#1.

5. Describe what the FSMC policy is for the removal or suspension of an employee, and the procedures to immediately restructure its staff without disruption in service to theLHUSD#1.

Offeror's Training Program

1. Describe the detailed training program for employees, supervisors, managers and support at all levels.

2. Describe how the FSMC training program will train its employees to abide by the all policies, rules and regulations with respect to its use of LHUSD#1 premises.

Offeror's Food Services Programs List

The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.

List all Arizona operations, as well as other nationwide operations, where you are operating food service programs

School District	Population	Location	Client Contract	Phone Number	Scope of Services	% of Participation	% of Free and Reduce Lunch

Offeror's Discontinued or Terminated Services

List school districts where your services have been discontinued or terminated in the past five (5) years. You must indicate the following:

Name of School District:_____

Contact name at the School District:_____

Telephone number of contact:_____

Number of sites served:_____

Length of the relationship:_____

Reason for termination:_____

Form AD-1048
Debarment/Suspension

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 in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide Immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 into a lower tier covered transaction with a person who is suspended. debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor Its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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

PR/Award Number Project Name

Name(s) and Title(s) Authorized Representative(s)

Signature(s)

Date

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 sub recipients shall certify and disclose accordingly.

_____

Name/Address of Organization

_____

Name/Title of submitting Official

_____ _____

Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL

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 the 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, slate 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. Sub awards 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, slate 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 giants, 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)10 the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes 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 lust 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.
16. 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 (0348-0046), Washington. D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

☐ Check this box if not applicable

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 guarantee ☐ e. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known*:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	9. Award Amount, *if known: $*
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	☐ 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), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ 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 No.: _____ Date: _____

Federal Use Only:

Certificate of Independent Price Determination

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

_____	_____
Name of Food Service Management Company	Name of Local Education Agency

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this 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 Offeror 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 Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror 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 Food Service Management Company certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization 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 Offeror's organization responsible 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, this Food Service Management Company, 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, the LEA certifies that no representative of the LEA has taken any action which may have jeopardized the independence of the Offer referred to above.

_____	_____	_____
Signature of Local Education Agency Authorized Representative	Title	Date

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

About Lake Havasu Unified School District #1

This section will be provided at the pre-conference and in Amendment #1 to the RFP

1. District calendar for 2007-08
2. District calendar for 2008-09
3. Map of the district
4. Population of each school
5. Grades served by each school
6. Locations of each school
7. Serving times at each school
8. Bell schedule at each school
9. Number of entrees served per school
10. Free and reduced levels at each school
11. Staffing level at each school and cost of labor per site*
12. Ala Carte offering
    a. Size serving
    b. Cost per serving
13. Claims information for 2007-08 and 2008-09 year-to-date
14. Food service AFR for 2006-07
15. Food service AFR for 2007-08
16. Point of sale software and version
17. Salary for LHUSD#1 Food Service employee and additional percentage of labor overhead

* Labor will be shown as:

Site	Name of Position	Hours/Day	Days/Year	Rate/Hour

Exhibit B

LHUSD#1 Policies

The LHUSD#1 polices will be provided at the pre-conference and in Amendment #1 to the RFP

Exhibit C

21 Day Sample Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Rice Crispy Cereal Cheese Toast Fresh Banana Apple Juice Milk – 1% Low fat	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Low fat	Pancakes w/ Syrup Sausage Links Apple Juice Milk – 1% Low fat	Cinnamon-Raisin Biscuit Orange Smiles Grape Juice Jelly Milk – 1% Low fat
Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice Milk – 1% Low fat	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice Milk – 1% Low fat	Oatmeal w/ Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice Milk – 1% Low fat	Breakfast Burrito w/ Salsa Fresh Grapes Apple Juice Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter 23.1 Fresh Banana Orange Juice Milk – 1% Low fat
Honey Nut Cheerios Muffin Squares Orange Smiles Apple Juice Milk – 1% Low fat	Baked French Toast Strips w/ Syrup Peaches Grape Juice Milk – 1% Low fat	Bagel w/ Melted Cheese Fresh Grapes Orange Juice Milk – 1% Low fat	Yogurt w/ Granola Fresh Apple Slices Grape Juice Milk – 1% Low fat	Ham & Egg Breakfast Burrito w/ Salsa Hash Browns Orange Smiles Apple Juice Milk – 1% Low fat
Sausage & Biscuit Orange Smiles Apple Juice Milk – 1% Low fat	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Low fat	Jumbo Waffle (2) w/Syrup Pineapple Chunks Orange Juice Milk – 1% Low fat	Pancakes (2) w/Syrup Fresh Apple Slices Grape Juice Milk – 1% Low fat	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches Apple Juice Milk – 1% Low fat
Rice Crispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Low fat				

Exhibit D

Sample Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Chicken Pattie on a Bun Lettuce & Tomato Mustard Carrot & Celery Sticks Canned Pears Milk1% Chocolate1% Low fat				
Chicken Tomato Bake Peas & Carrots Fresh Orange Slices Chocolate Chip Cookie Milk 1% Chocolate1% Low fat				
Hamburger on a Bun Lettuce & Tomato 16.23.1.1 Ketchup & Mustard Oven Baked French Fries Fresh Apple Slices Peach Cobbler Milk1% Chocolate 1% Low fat				
Spaghetti with Meat Sauce Hot Garlic Bread Green Beans Chocolena Cake Milk1% Chocolate1% Low fat				
Chicken Tetrazzini Breadsticks Green Beans Fresh Apple Peach Cobbler Milk 1% Chocolate 1% Low fat				

Exhibit E page 1

USDA NUTRIENT ANALYSIS
SAMPLE PRODUCT DESCRIPTIONS AND SPECIFICATIONS FOR 21-DAY MENUS

The following are examples of product descriptions and product specifications in accordance with the 21-day cycle menus provided.

B/BA = Bread/Bread Alternate. V/F = Vegetable/Fruit. M/MA = Meat/Meat Alternate.

Fruits

Apples, canned: sliced; to be packed to U.S. Grade C standard; solid pack; 6/10.

Apples, Fresh: to be packed to U.S. Fancy Grade standard; Red Delicious; 100 count.

Applesauce, Canned: to be packed to U.S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6/10.

Bananas, Fresh: regular; green tips; 100 to 120 count.

Citrus Salad Mix, Fresh Cut: mix of fresh fruit to be orange sections, pineapple and grapes; code dated; 4/1 gal.

Fruit Salad Mix, Fresh Cut: mix of fresh fruit to be cantaloupe, honey dew, pineapple and grapes; code dated; 4/1 gal.

Fruits for Salad, Canned: to be packed to U.S. Grade B standard; fruit juice packing medium; 6/10.

Fruit Cocktail, Canned: to be packed to U.S. Grade B standard; light syrup; 6/10.

Grapes, Fresh: green variety; to meet Grade standard for U.S. No. 1; 23 lb. lugs when in season, other time of year 18 lb. pack.

Juice, Frozen: apple; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: grape; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: orange; full strength juice; 4 fl. oz; any pack acceptable.

Oranges, Fresh: to be packed to U.S. No. 1 Grade standard; navel; size 125 or 113; 38 to 45 lbs.

Peaches, Canned: slices; to be packed to U.S. Grade B standard; clingstone; light syrup 6/10.

Pineapple, Canned: tidbits; to be packed to U.S. Grade B standard; solid pack in juice; product of Hawaii only; 6/10.

Raisins, Seedless: bulk pack; to be packed to the standard of U.S. Grade B; 30#.

Raisins, Seedless: individual pack; ¼ cup; to be packed to the standard of U.S. Grade B; 150/case.

Grain/Bread

Animal Crackers: enriched; 25 grams minimum weight; to provide 1 serving of B/BA; individually wrapped; any pack acceptable.

Bagels, Frozen, Sliced: made from enriched flour; 2.3 oz each; 12/6.

Bagel, Fresh: sliced; 4-oz. size, whole grain variety; enriched flour; pack code date to be provided.

Biscuit, Cinnamon Raisin, Frozen: fully baked; enriched; 2.25 oz. minimum weight to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: fully baked; enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: raw; enriched; thaw and bake or bake from frozen; 1.8 oz. minimum cooked weight to provide 2 servings of G/B; any pack acceptable.

Bread, Loaf, Whole-grain, Fresh: loaf size 1½ lb.; 22 slices per loaf, code date provided.

Bread, Fresh; enriched; increased fiber; white; sandwich style; 1½ lb. loaf; 26 grams or .9 oz. minimum weight per slice.

Breadsticks, Frozen: enriched; fully baked; garlic and parmesan flavored; 1.5 oz. sticks equal 1.5 serving of G/B; any pack acceptable.

Bread Sticks, Frozen: enriched; fully baked; 1.5 minimum weight or signed certification to document 1.5 servings of G/B; any pack acceptable.

Bread Sticks, Frozen, raw: proof and bake; enriched; 1.5 oz. minimum weight to provide 1.5 servings of G/B; any pack acceptable.

Bun, Hamburger, White, Fresh: 4 inch; sliced; flour to be enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; pack date code to be furnished.

Bun, Hamburger, Fresh: whole grain; pre-sliced; enriched; 4 inch; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Bun, Hoagie, Wheat, and Fresh: sliced; seedless; 7 inch length; white flour to be enriched; packing code provided.

Cereal, Ready-To-Eat: bowl pack; ¾ cup or 1 oz.; enriched or whole grain; Required flavors listed.

Crackers, Multi-Grain: 25 grams minimum weight; to provide 1 serving of B/BA; individual wrap; any pack acceptable.

Cracker, Graham: enriched or whole grain; individual; .9 oz. minimum weight; any pack acceptable.

French Toast, Frozen: sticks; heat and serve; enriched; 2 sticks provide 1 serving of G/B; not to exceed 7 grams of fat per 2 sticks; signed certificate of G/B contribution required; any pack acceptable.

Muffins, Frozen: bran; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz., bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffins, Frozen: blueberry; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz; bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffin, Frozen: corn; enriched or whole grain; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Noodles, Egg: ½ wide; 100 durum wheat semolina; enriched; 10#.

Oats, Rolled: enriched or whole grain; quick cooking; any pack acceptable.

Pancakes, Frozen: silver dollar; heat and serve; enriched; minimum weight .6 oz each; two pancakes to provide 1 serving of G/B; signed certificate of G/B contribution required; any pack acceptable.

Pasta, Macaroni, Elbow: 100% durum wheat semolina; enriched; 20#.

Pasta, Fettuccine; 100% durum wheat semolina; enriched; 20#.

Pasta, Spaghetti: made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pasta, Spaghetti: thin; 100% durum wheat semolina; enriched; 20#.

Pasta, Lasagna: ridged; made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pizza Crust, Frozen: par-baked; enriched; 16-oz. minimum weight; to provide 1.5 servings of B/BA per 12 cut; any pack acceptable.

Rice, Milled, Long grain: white; enriched; US Grade B; 25#.

Rice Mix, Seasoned: complete; Spanish; to contain bell peppers, tomato, herbs and spices; to yield approximately 34-1/2 cup servings per unit; any pack acceptable.

Roll, Dinner, Frozen: raw; enriched; whole wheat; 2 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Roll, Hoagie, Fresh: 6 inch; enriched; 2.75 oz. minimum weight; to provide 2.75 servings of B/BA; packing date to be provided; any pack acceptable.

Roll, Steak, Fresh: enriched; 6 diameter; pre-sliced; 2.5 oz. minimum weight; to provide 2.5 serving of G/B; packing code date to be provided; any pack acceptable.

Taco Shells; enriched or whole grain; made from ½ oz. corn tortilla; fried in vegetable oil; packed to prevent breakage; sanitary packaging; 4 doz. per package.

Tortillas, Corn, Fresh/Refrigerated: enriched or whole grain; 6 inch; .45 oz. minimum weight; to provide 1 serving of G/B per two tortillas; packing code date provided; any pack acceptable.

Tortillas, Fat-Free Flour, Frozen; enriched; 6 inch; .9 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Tortilla Chips; bulk; enriched or whole grain; restaurant style; any pack acceptable.

Tortilla Rounds or Triangles: bulk; mini; enriched or whole grain; unsalted or low salt; no animal fat; 10#.

Tortilla Chips, Low Fat: bulk; enriched or whole grain; yellow corn; not to exceed 1 gram of fat per 1 oz. portion; any pack acceptable.

Tostada shell: enriched or whole grain corn meal; no animal fat; .9 oz. minimum weight or documentation of 14.74 grams of flour and/or meal to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen: Belgian; square; enriched flour; minimum size 1.1 oz each; poly pouch packed.

Waffles, Frozen: enriched; Belgian stick; heat-and-serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen; enriched; round/square; heat and serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Meat/Meat Alternate
Beans, Black, Canned; 6/#10.

Beans, Kidney, Canned: in brine; 6/#10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans, Pinto, Refried Style, Dehydrated: contains whole beans and pieces; vegetable oil; salt and other appropriate ingredients; not to exceed .2 grams of fat and 75 mg. of sodium per 3 oz. serving; packed in poly bags; yield approximately 30-3 oz. servings per bag; any pack acceptable.

Beef, Ground, Bulk, Raw, and Frozen: 80% lean, 20% fat ratio; IMPS 136; 2/10 lb.

Beef, Ground, Patties, Cooked, Frozen: IMPS 631; minimum 2 ½ oz; maximum 3 ½ oz; CN labeled to provide 2 oz meat/meat alternate; IQF; natural char marks; cooking temperatures to comply with FSIS requirements.

Beef, Ground, Patties, Raw, Frozen: IMPS 1136A; 20% fat; with soy isolate in accord with Title 7 210; patties separated by wax paper; oval shape; CN labeled to provide 2 oz. M/MA.

Beef Patty, Frozen: fully cooked; IQF; ground beef with soy concentrate or isolate, no other fillers or extenders; flame broiled/charbroiled; round; 2.45 oz. minimum weight; CN labeled to provide 2 oz. M/MA; not to exceed 14 grams of fat; any pack acceptable.

Beef Roast, Frozen: raw; beef round; top (inside); equivalent to IMPS Item No. 169 and USDA Select or better; fat thickness not to exceed ¼ average; 3-5#; any pack acceptable.

Burrito, Frozen: fully cooked; non-fried; IQF; bean and cheese; not to exceed 15 grams of fat; 6.7 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 serving of G/B; any pack acceptable.

Burrito, Frozen: fully-cooked; non-fried; IQF; beef, bean and VPP; not to exceed 14 grams of fat; 5 oz. minimum weight; CN labeled to provide 2 oz. N/MA and 1.75 of G/B; any pack acceptable.

Burrito, Breakfast, Raw, and Frozen: CN labeled to provide 1 oz meat/meat alternate and 1 grain bread equivalent; calories from fat not to exceed 15%; ingredient filling combination egg, cheese, sausage.
Cheese, American, Processed reduced fat: yellow; pre-sliced ½ ounce; 2/5#.

Cheese, Cheddar, Reduced Fat: mild; shredded; 4/5#.

Cheese, Mozzarella: part skim; loaf shape; 8/6#.

Cheese, Mozzarella: part skims; shredded; sealed bags; 4/5#.

Cheese, Mozzarella: part skim, string; individually wrapped; 1 oz. minimum weight; any pack acceptable.

Cheese, American, Yellow: sliced to 1 oz. slices; pasteurized; pleasing flavor and odor; satiLEActory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA; 4/5 lb.

Cheese, Cheddar, Reduced Fat: sliced to ½ oz slices; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satiLEActory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Cheddar, Reduced Fat: shredded; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satiLEActory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Mozzarella, Reduced Fat, Frozen: milk fat 10.8% or less; moisture 52% to 60%; *p*H maximum 5.3; pleasing flavor; free flowing; natural white or light cream color; melts completely; 6/5 lb. shredded.

Chicken, Pulled and/or Diced, Frozen; fully cooked; IQF; ½ diced; dark and white meat; non-marinated; no filler, extenders or mechanically separated chicken; any pack acceptable.

Chicken Nugget, Frozen: grilled; chopped and formed; chicken breast meat 80% to 85%; maximum skin 5% ; VPP up to 10% when rehydrated; VPP to be concentrate; 5 to 6 nuggets to provide 2 oz. M/MA; fully cooked; maximum fat 10 gm; CN labeled to provide 2 oz. M/MA per serving.

Chicken Patty, Breaded, Frozen: fully cooked; IQF; white/dark meat may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; 3 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 1 serving G/B; any pack acceptable.

Chicken Nugget Shaped Patty, Breaded, Frozen: fully cooked; IQF; breast with rib meat; may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; CN labeled for 5 nuggets to provide 2 oz. M/MA and 1 serving of G/B; any pack acceptable.

Chicken Patty, Grilled, Frozen: not breaded; pre-cooked; made from boneless breast from broilers/fryers; no VPP or extenders; skin not to exceed natural proportions; MSP not allowed; 9 gm maximum fat per 2 oz serving; to be CN labeled to provide 2 oz. M/MA per serving; 2 ml or greater low-density sealed poly bag.

Corn Dog, Frozen: fully cooked; beef frankfurter; IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Corn Dog, Frozen; fully cooked; turkey frankfurter, IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Eggs, Frozen: pasteurized; homogenized; yolks and whites in natural proportions; any pack acceptable.
Egg, Scrambled Mix, Frozen: CN labeled to provide 1 meat/meat alternate equivalent per serving; 6/5 lb.

Egg Whites, Frozen: approximately 30# case.

Ground Beef, Frozen; bulk; raw, regular grind; to meets the standards of IMPS #136 (not to exceed 17% fat); fat/lean ratio stated clearly on the box; 40 lb. maximum weight.

Ground Beef Patty, Frozen, Raw: IMPS 1136A; 20% fat with soy isolate in accord with Title 7 210; round shaped; patties separated by wax paper; 3 oz. minimum.

Ham, Chilled: fully cooked; boneless; ham and water product; maximum 25% added ingredients by weight; produced from whole muscle; smoked and cured.

Mozzarella Cheese Sticks, Breaded, Frozen: bake or fry; 3 (approx. 21 grams each) sticks to equal 1 M/MA and 1 serving of G/B; not to exceed 14 grams of fat; any pack acceptable.

Peanut Butter: smooth; stabilized; Reduced fat; U.S. Grade A; 5#.

Pizza, cheese, Component Pack, Frozen: to yield 12-16 pizzas; 24 oz. enriched crust (medium thick), raw, perforated; sauce pouch packed; 12# diced; 50/50 mozzarella/provolone blend; no cheese substitute allowed, pouch packed; not to exceed 11 grams of fat per 8-cut portion; 4.75 oz. minimum weight; to provide 2 oz. M/Ma; 3 servings of G/B; and 1/5 cup V/F; 96 servings per case.

Pizza, Frozen: French bread; part skim mozzarella cheese; no cheese substitute; not to exceed 13 grams of fat; 5.5 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B, and ¼ cup V/F; any pack acceptable.

Pizza, Frozen: part skim mozzarella cheese, no cheese substitute; not to exceed 14 grams of fat; 4.85 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B and 1/8 cup VF; 96/case.

Roast Beef, Cooked, Ready to serve, Frozen: restructured; cooked to internal temperature of 141F to 145F; dry pack; maximum 10 lb.

Sausage Patty, Raw, Frozen: whole hog sausage (or IMPS 802C); 1 ½ oz each; patties separated by wax paper; round shape.

Walnuts: pieces; no hull or foreign matter; approximately 5#.

Yogurt, Nonfat: blended; assorted flavors; sweetened with sugar; 75 day shelf life; must contain live and active yogurt cultures; 8 fl. oz; any pack acceptable; list flavors bid.

Vegetables
Beans, Baked, Canned: 6/10.

Beans, Black, Canned; 6/#10.

Beans, Green, Canned: to be packed to U.S. Grade A standard; Blue Lake variety; #3 size; cut; 6/10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.
Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans & Pork, Navy, Canned: Grade A; 6/10.

Broccoli, Frozen: florets; to be packed to U.S. Grade A standard; 12/2-½ lb. only.

Broccoli/Cabbage Coleslaw Mix (for salads), Fresh Cut; sulfite-free; packaged in gas permeable package; code dated; 4/5 lb.

Carrot Sticks, Fresh cut: 3-inch lengths; sulfite free; packaged in gas permeable package; code date; 4/5 lb.

Carrots, Frozen; slices; to be packed to U.S. Grade A standard; ¼ inch thick; maximum diameter 1 inch; 12/2 ½ lb. only.

Celery Sticks, Fresh cut: 3 inch lengths; to be packed to U.S. No. 1 Grade standard; code date; 4/5 #.

Corn, Frozen: whole kernel; golden (yellow); to meet the standard of U.S. Grade A; 20#.

Corn, Whole-kernel, Canned: to be packed to U.S. Grade A standard; golden; vacuum packed; 6/10.

Corn, with Onion, Green and Red Pepper: Frozen: 12/2#.

Lettuce, Iceberg: not wrapped; 24-30 count per carton; U.S. No. 1 Grade standard, 40-lb. net minimum case wt.; growing location to be provided w/ price quote.

Mixed Vegetables, Canned: to be packed to standard of commercial item description A-A-20120A; 6/10.

Mixed Vegetable, Frozen; 5-way mix including corn, green beans, carrots, green peas and lima beans; to meet the standard of U.S. Grade A; 20#.

Mixed Vegetables, Frozen: Italian Blend; zucchini squash, sliced carrots, cauliflower, Italian green beans, and baby lima beans; 20 #.

Mixed Vegetables, Frozen: winter blend; broccoli cuts and cauliflower clusters; 6/5#.

Onions, Dry, Fresh: to be packed to U.S. No. 1 Grade Standard; medium size; Bermuda; 25 lb. bag only.

Peas, Green, Frozen: 3-4 sieve; to be packed to U.S. Grade A standard; 2 ½ lb. packages; 12 per case.

Peas and Diced Carrots, Frozen: to be packed to U.S. Grade A standard; 20 lb.

Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard; medium size; green color; 25 lb.

Potatoes, Dehydrated: instant; mashed; granules; with Vitamin C added; complete with whey; 6/5#.

Potatoes, Dehydrated: white; shredded, any pack acceptable.

Potatoes, French Fries, Frozen: shoe string; oven ready; no animal fat or tropical oils; to meet the standard of US Grade A; any pack acceptable.

Potatoes, French Fries, Frozen; crinkle cut; strip; 3/8; short length; oven ready; to meet the standard of U. S. Grade A; ¼ cup not to exceed 1 gram of fat; any pack acceptable.

Potatoes, Hashed Brown: triangle or square; shredded and formed; oven ready; 2.25 oz. to provide ¼ cup V/F serving; product analysis documenting contribution required; any pack acceptable

Salad Mix, Fresh Cut: product to be made with shredded iceberg lettuce, carrots and cabbage; shredded lettuce uniformly cut 1/8 to ¼ inch widths; sulfite free; packaged in gas permeable package; code dated; 4/5 lb.

Spinach (for salads), Fresh: to be packed to U.S. No. 1 Grade standard; tender Broadleaf; trimmed and washed; eastern 12/10 oz. Packages or western 4/2 ½ lb. packages.

Tomato Paste, Canned: light concentration; 24-28% soluble solids; to be packed to the standard of U.S. Grade A; 6/#10.

Tomato Sauce, Canned: to be packed to the standard of U.S. Grade A; 6/#10.

Tomato, Sauce, Marinara, Canned: medium consistency with particulates of tomato, onion and herb; 6/#10

Tomato Sauce, Pizza, Canned: extra heavy; with basil and ground tomatoes; meatless; 6/#10.

Tomato Sauce, Spaghetti, Canned: medium; meatless; 6/#10.

Tomatoes, Canned, Crushed: peeled; TSS 12% or greater; color, flavor, odor to be equivalent to U.S. Grade A for tomato puree; 6/10.

Tomatoes, Canned: peeled and diced; to be packed to the standard of U.S. Grade B; 6/#10.

Vegetable Blend, Frozen: California; mixture to contain cut broccoli, cauliflower florets, crinkle cut carrots; predominance to be order listed; 12/2 lb.

Miscellaneous
Barbecue Sauce, Portion Pack: cup; minimum 1 oz.; 500-count maximum.

Cake Mix, Chocolate, Dry: made from enriched flour.

Cake Mix, Low Fat; chocolate; complete, add water only; any pack acceptable.

Chocolate Chips: semi-sweet; imitation unacceptable; 10#.

Cocoa: to meet the requirements of CID 20034; Type 11 (cocoa); plastic tub or tin container; 5#.

Cookie Dough, Frozen: portioned; chocolate chip oatmeal; 1.2 oz. minimum weight; not to exceed 4.5 grams of fat; any pack acceptable.

Extract, Vanilla: 4/1 Gal.

Flour: all purpose; enriched; bleached; 25#.

Flour: whole wheat; 50#.

Frosting/Icing for Cake, Dry Mix; complete, add water only; chocolate flavored; any pack acceptable.
Jams and Jellies, Assorted, Portion Pack: minimum 10 grams; any pack acceptable.

Honey, Portion Pack: minimum 9 grams; 200 count.

Hot Sauce, Portion Pack: minimum 7 grams; 500 count.

Ketchup, Portion Pack: poly; to be packed to the standard of US Grade A; minimum 9 grams; 1000 count.

Margarine Based Spread; all vegetable; no lard; 30#.

Mayonnaise, Fat Free, Portion pack: minimum 12 grams, 500 count.

Mayonnaise: Fat Free; 4/1 Gal.

Milk, Low Fat (1%), Flavored; chocolate; Grade A; pasteurized; homogenized; ½ pint.

Milk, Low Fat (1%), Unflavored; Grade A; pasteurized; homogenized; ½ pint.

Mustard, Portion Pack; prepared; minimum 5.5 grams; 500 count.

Mustard; prepared; plastic only; 4/1 Gal.

Oil, Olive: extra virgin; any pack acceptable.

Oil, Salad: canola; 6/1 Gal.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; minimum 3000 count per 5 gallon; 5 gallon pail.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; 900-960 per gallon count; plastic only; 4/1 gallon.

Pudding, Canned: ready-to-serve; chocolate; low fat; 6/#10.

Pudding and Pie Filling Mix, Dry: instant; chocolate; complete; add water only; any pack acceptable.

Salad Dressing, Buttermilk Ranch, Fat Free, Portion Pack: minimum 12 grams; 200 count.

Salad Dressing: reduced fat; Ranch; 4/1 Gal.

Salad Dressing, Reduced Calorie: Portion Pack; minimum 12 grams; 500 count.

Salad Dressing Mix, Dry: no MSG; Ranch; yield 1 Gal; any pack acceptable.

Salt, Table: iodized; 25#.

Sauce, BBQ: individual portion pack; 100/1 oz.

Sauce Mix, Dry; nacho; low fat; cheese solids as the primary ingredient by weight; not to exceed .68 grams of fat per 1 fl. oz; with jalapenos; mix with water; to yield approx. 1 Gal; any pack acceptable.

Sauce, Picante: medium; chunky consistency; 4/1 Gal.
Sauce, Pico de Gallo: tomatoes as the first ingredient; no MSG; fat free; mild; to be used as a dip, cooking sauce, on sandwiches or as a table sauce with Mexican foods; 4/1 Gal. plastic containers.

Sauce, Sweet and Sour: individual portion pack; 100/1 oz.

Seasoning, Pizza or Spaghetti Sauce; dry; no extenders or MSG; to season approximately 1 gallons sauce; any pack acceptable.

Seasoning, Onion and Herb: salt free; no MSG; approximately 1#.

Seasoning, Taco: 6/9 oz.

Shortening, Solid, for baking; all vegetable, no tropical oils; any pack acceptable.

Soup Base, Beef: no MSG; low sodium; 12/1 lb.

Soup Base: beef; paste; no MSG; 35% cooked beef minimum; 16% sodium and 12% fat maximum; 12/1#.

Soup Base, Chicken: no MSG; low sodium; 12/1 lb.

Sour Cream, Fat-Free; 4/5#.

Spice, Garlic: powder; 19 oz.

Spice, Oregano, Ground: 13 oz.

Sugar, White: granulated; 50#.

Table Syrup, Portion Pack: cup; minimum 1.5 oz; no triangular shaped packets; 100 count.

Sources: Choice Plus, A Reference Guide for Foods and Ingredients, USDA, 1996, and www.tea.state.tx.us/CNP/demo/bidbuilder.cgi