New Mexico Public Education Department

Student Success and Wellness Bureau

Cost Reimbursable Food Service Management Company
Request for Proposal and Contract
Ruidoso Municipal Schools
RFP #1 2022-2023 and Contract Year 2022-2023

Instructions for RFP/Contract:

This Request for Proposal (RFP) which is provided by the New Mexico Public Education Department (PED) and is for use by school food authorities (SFAs) initiating a contract with a food service management company (FSMC). Once the RFP process in completed and an award is made all "Sample contract" language shall be taken out of the final RFP and contract. In accordance with 7 CFR 210.16, any changes made by the SFA or a FSMC to this prototype contract must be highlighted and approved by the PED before the contract is executed. To comply with this requirement, the SFA must submit this contract to PED after the SFA completes the necessary sections of this contract. After PED reviews and approves the submitted contract; the SFA may release the contract with all revisions made and all "sample contract" language excluded for soliciting purposes.

In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate PED required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

The SFA must submit all procurement documents as specified in General Information Part D including the advertisement of the RFP, the solicitation, the name of all bidders that bid of this contract, and the SFA award process including the scoring of the RFP's to the PED for review and approval prior to executing the contract.

7 CFR 210.16(a)(10) requires PED to annually review each contract between any SFA and FSMC to ensure compliance with program regulations. Regulations require the PED to review renewal year contract amendment documentation before execution.

Contracts between a SFA and FSMC shall be duration of no longer than one year and options for yearly renewal not to exceed three additional years.

PED is not a party to any contractual relationship between the SFA and a FSMC. PED is not obligated, liable or responsible for any action or inaction taken by the SFA or selected FSMC based on this prototype contract. PED's review of the contract is limited to assuring compliance with Federal and State procurement requirements. The PED does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

Where multiple SFAs have solicited a single consolidated bid for a FSMC contract, an independent, ancillary or alternative Invitation for Bid by one of those SFAs is permissible, provided the SFA engaging in an individual, ancillary, or alternative Invitation for Bid ensures that the new solicitation will not conflict with, materially change, or otherwise interfere with the ability of bidders or SFAs to maintain or execute the consolidated bid/contract.

For purposes of this contract, the following definitions in 7 CFR 210.2 apply:

Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the Federal award as direct or indirect (F&A) costs (2 CRF 200.406).

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with a SFA.

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.

Fixed fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract.

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

Program Applicant Assurance

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

I, the undersigned, hereby confirm the above language.

SFA reviewer: _____ _____
Signature Date

FSMC reviewer: _____ _____
Signature Date

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Conditions of Procurement

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Ruidoso Municipal Schools, hereinafter referred to as the *School Food Authority (SFA).*

The bidder/offer or Food Service Management Company (FSMC) will be referred to as the *FSMC*, and the contract will be between the FSMC and the SFA.

B. Sequence of Events:

Offerors shall submit a signed pdf Letter of Intent to Propose via email to bid@ruidososchools.org. The deadline to submit letters of intent is 4:00pm MST, March 18, 2022. Proposals will not be accepted from offerors who do not submit a Letter of Intent to Propose by the deadline. Letters of Intent will be included in the procurement file.

The Procurement Manager will make every effort to adhere to the following schedule and approved by PED prior to execution.

Procurement Process	**Responsible Party**	**Due Dates Sample Time Frames**
State Agency RFP approval	State Agency	March 2, 2022-March 10, 2022
Issue RFP	SFA	March 11, 2022
Letter of Intent to Propose Due	SFA	March 18, 2022
Deadline to Submit Questions	Proposer/Offeror	March 22, 2022
Response to Questions Due	SFA	March 24, 2022
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Proposals Submission Due	Proposer/Offeror	April 11, 2022, 4pm MST
Proposals Evaluation	SFA Evaluation Committee	~~April 12-15, 2022~~ **April 20-22, 2022**
Selection of Finalist	SFA Evaluation Committee	~~April 18, 2022~~ **April 22, 2022**
State Agency Submission and Approval	State Agency	~~April 19-May 3, 2022~~ **April 22 – May 3, 2022**
Board Committee/ Admin Approval	SFA Admin. or Board	May 10, 2022
Contract Awarded Signed	SFA	May 20, 2022
Protest Deadline	Proposer/Offeror	June 5, 2022

C. Procurement shall be executed through Request for Proposal (RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR 200.319. The SFA must share with prospective bidders sufficient information to make this a meaningful RFP, including monthly claim reimbursements from the previous year and catering activities.

D. The SFA shall provide the RFP at least 10 business days prior to the date for submission of written questions.

E. Pre-bid Meeting

The optional Pre-bid meeting will not be held.

1. Written questions regarding the RFP shall be submitted by 12 PM Noon MST on March 22, 2022 to Clinton H. Taylor to taylorc@ruidososchools.org. SFA will acknowledge receipt of questions no later than two days after receipt MST.
   a. All questions will be answered in writing and provided to all prospective offerors who submit a letter of intent via email to bid@ruidososchools.org. Written answers to questions will be provided by March 24, 2022.
2. **Written communication** shall override any verbal communication that takes place during the process between any FSMC and School.

F. Bid/Proposal Submission and Award

1. This contract is provided by the New Mexico Public Education Department (hereinafter referred to as the PED) for use by school food authorities (SFAs) initiating a cost reimbursable contract with a food service management company (FSMC). In accordance with 7 CFR 210.16, any changes made by the SFA or Proposer to this prototype contract must be approved in writing by PED before the contract is executed. In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate PED required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.
2. The SFA must submit the following procurement documents to the PED and allow at least 15 business days for review and approval prior to executing the contract:
3. newspaper advertisement with date of publication;
4. list of bidders that received the solicitation/contract documents and all addenda issued (include date mailed/delivered);
5. A list of bidders who provide notice of intent to propose will be kept in the procurement file.
6. Correspondence from bidders opting not to submit a proposal (or phone or email documentation)
7. The contract, addendum requests (if applicable), and attachments completed including the Bid Criteria Analysis developed by the SFA. After written notification from the PED that the SFA may precede with the award, the SFA must provide an executed contract to the PED with signatures.
8. 7 CFR 210.16(a)(10) requires the PED to annually review each contract or addendum between any SFA and FSMC to ensure compliance with program regulations. Regulations require the PED's approval of each contract and renewal year amendment before the contract is executed.
9. Contracts between a SFA and FSMC shall be of duration no longer than one year with the option for yearly renewal not to exceed four (4) additional years. The PED is not a party to any contractual relationship between a SFA and a FSMC. The PED is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this contract. The PED's review of the contract is limited to assuring compliance with federal and state procurement requirements. The PED does not review or judge the fairness, advisability, efficiency of fiscal implications of the contract.
10. The PED is not a party to any contractual relationship between a SFA and a FSMC. The PED is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this contract.
11. Proposals are to be submitted by April 11, 2022 at 4:00pm MST:

Name of Agency: Ruidoso Municipal Schools
SFA Procurement Manager: Clinton Taylor, Chief Procurement Officer
Email Address: taylorc@ruidososchools.org
Mailing Address: 200 Horton Circle
City: Ruidoso
State/Zip: New Mexico 88345

Proposals shall not be accepted after April 11, 2022 at 4:00pm MST. The Proposal shall be submitted in a sealed envelope marked ***Food Service Management Contract Proposal.*** In addition, the SFA requests that the a pdf copy of the proposal be mailed electronically to bid@ruidososchools.org. The SFA reserves the right to retain all proposals for a period of at least sixty (60) days.

12. The SFA reserves the right to reject any or all Proposals if deemed to be in the best interest of the SFA.
13. To be considered, each Proposer must submit a complete response to this solicitation ***using the forms provided.*** No other documents submitted with the contract will affect the contract provisions, and there may be no modification to the contract language.
14. Contracts must be awarded to the responsive and responsible Proposer whose proposal ranks highest, with a ranking of one being the highest, and/or most advantageous to the program with price and other factors considered of which cost/price must be the primary consideration. The sum of rank across evaluation committee members shall govern and the lowest sum of rank shall be deemed the highest ranked.
15. Bidders/offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids/proposals; failure to do so will be at the bidder's/offeror's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder/offeror prior to the signing of a contract by all parties. Paying the FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.
16. Late Bids/Proposals
    a. Any bid/proposal after the exact time specified for receipt in section E. Bid/Proposal Submission and Award will not be considered.

If additional information is required, please contact Clinton Taylor at (575)630-7012.

G. Awarded Contract
After the complete RFP/contract is approved by PED, the contract must be signed by all local parties upon award. Changes or amendments are not valid unless approved in writing by PED prior to contract execution.

Standard Terms and Conditions

I. Scope and Purpose

A. ***Duration of Contract.*** This contract shall be for a period of up to one year, beginning on July 1, 2022, and ending on June 30, 2023, with up to four 1-year renewals with mutual agreement between

the SFA and the FSMC, and approved by the Board of Education. The effective date may not occur prior to the date on which the contract is signed.

B. The FSMC shall operate in conformance with the SFAs Permanent Agreement/Policy Statement with PED.

The SFA must check only the program(s) that will be applicable to the awarded contract. The programs listed below shall be the same as those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed. (Reference Item B on page 7.)

X□ National School Lunch Program (NSLP)
X□ School Breakfast Program (SBP)
X□ After School Care Snack Program (ASSP)
□ Fresh Fruit and Vegetable Program (FFVP)
X□ Seamless Summer Option (SSO)
X□ Summer Food Service Program (SFSP)
□ Special Milk Program (SMP)
X□ Non-Program Revenue Offerings (adult meals, catering, ala carte, concession etc.)

C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment J.

D. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

E. The food service provided shall be operated and maintained as a benefit to the SFAs students, faculty, and staff.

F. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFAs nonprofit food service account. Any profit or guaranteed return shall remain in the SFAs nonprofit food service account, accounted for within the uniform chart of accounts, and budgeted for expenditure in accordance with all relevant rules and regulations. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.323(d)

G. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the PED and USDA regarding each of the Child Nutrition Programs(CNPs) covered by this contract.

H. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

I. The SFA is a pricing program. If the SFA is a pricing program, the SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices.

J. The FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFAs students will be primary beneficiaries.

The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFAs regularly scheduled lunch or breakfast periods, provided such is not prohibited by federal program regulations.

K. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFAs food service with classroom instruction.

L. The FSMC shall comply with the rules, regulations, policies, and instructions of PED and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 220, 245, 250, 2 CFR 200, and 7 CFR Part 225 (SFSP), 2 CFR 200 318-326, Appendix II to Part 200, 2 CFR 400, 2CFR 416, 2 CFR 417, 2 CFR 418, 7 CFR 215(SMP) if applicable, 7 CFR Part 226 (CACFP) if applicable.

M. **Allowable costs**: in accordance with applicable federal regulations, for all cost reimbursable contracts:

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

2. The FSMC must separately identify each cost submitted for payment to the SFA;
   a. 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 food service account); or
   b. the FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

3. The FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

4. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. The SFA will require the FSMC to report this information on a monthly basis. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

5. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, PED, or USDA.

6. No expenditure may be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the FSMC's actual, net allowable costs.

7. The SFA may request documentation of all costs to determine allowable costs, discounts, rebates, and credits for audit purposes.

N. The FSMC shall provide staff to manage the food service operations and supervise all employees including the employees have background checks.

O. Procurement/Payment Terms/Method: The FSMC shall invoice SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

Once the contract is approved by PED, any further changes or amendments to this contract must be approved by PED prior to execution.

The SFA must determine and receive the full value of USDA Foods; i.e., credits or reductions. The FSMC is responsible for reporting this monthly to the SFA. Adjustments shall be accomplished on the monthly invoice from the FSMC or annual adjustment as determined by the SFA. The method of determining the donated food values that will used in crediting in accordance with 7 CFR 250.51(c) and as stated in section V. USDA Foods, letter D of this document, or the actual donated food values must be included in the bid and contract documents. In addition, the SFA may require reporting the value of USDA Foods credits on the SFA request for renewal annually.

Cost reimbursable contracts may be subject to an annual escalator provision as stipulated in this contract by the SFA. Adjustment factors may include changes in federal reimbursement rates, changes in third–party cost or price indexes (this is on the fixed fee portion for administrative or management service portion).

The FSMC shall disclose what the Administrative and Management fee is going to be and the Fee should be itemized on what the fee is regard to (example; fee per meal basis). The billing will be done on a monthly basis.

Administrative Fee_____
Management Fee _____

To be completed by the SFA (if applicable). Please check the CPI website at http://www.bls.gov/cpi

Annual Escalator Adjustment Factor: _Max %_____

P. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans. "Accommodating Children with Special Dietary Needs in School Nutrition Programs" (USDA 2013) states that Regulation 7 CFR Part 15b requires schools to modify their meals to meet the individual needs of the students whose disabilities restrict their diets. A

licensed physician's statement must accompany any school meal accommodation requirements for students with disabilities.

Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.

There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.

Q. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.

R. Gifts from FSMC: The SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.

S. Award Criteria:
Proposals will be evaluated by a committee against the selected criteria. Each area of the award criteria must be addressed in detail in the proposal.

Criteria	**Weight/Points (Recommended out of 100 or 1000 points)**
Cost **(Must be the primary factor)**	12 Points
Financial Condition/Stability, Business Practices, Order and Supply Chain Management	11 Points
Personnel Management	11 Points
Experience, References	11 Points
Innovation	11 Points
Involvement of Students, Staff, and Patrons	11 Points
Menu and Portion Sizes if the 21-day cycle menu is developed by the FSMC. (**SFA shall delete this criterion if the SFA developed the menu(s)**)	11 Points
On-site Manager	11 Points
Promotion of the School Food Service Program	11 Points
Total	**____100_____**

Note: The SFA may use its own or add criteria as long as the most heavily weighted factor is cost.

II. Designation of Program Expenses to be completed by SFA

A. The FSMC guarantees to the SFA that the FSMC shall be responsible for the expenses as checked under Column I. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. The FSMC shall factor these expenses into the fees that will be billed to the SFA.

B. The FSMC shall disclose what the Administrative and Management fee is going to be and the Fee should be itemized on what the fee is regard to (example; fee per meal basis).

Administrative Fee_____
Management Fee _____

C. The SFA shall pay directly for the expenses as checked under Column ll. Any expenses that will be not applicable to the contract shall be marked with N/A.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR:		
Managers and/or Supervisors	X	
Full and Part-time Workers	X	
Monitors		X
EMPLOYEE BENEFITS:		
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD:		
USDA Foods		
Handling and Processing Charges	X	
Direct Diversion Charges	X	
Commercial Distribution Charges	X	
OTHER EXPENSES:		
Accounting		X
Bank Charges		X
Data Processing		X
Recordkeeping		X
Processing and Payment of Invoices		X

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
Equipment – Major		X
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment-Expendable (trays, tableware, glassware, utensils)		X
Original Purchase		X
Replacement		X
Cleaning/Janitorial Supplies	X	
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory		X
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage		X
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License		X
Telephone		
Local		X
Long Distance		X
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or computer point of service system)		X
Training	X	
Transportation of meals	X	
Trash Removal		
From Kitchen		X
From School Premises		X
Travel		
Required	X	
Requested	X	
Utilities		X
Vehicles		X

III. Section Signature Authority

A. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

IV. Free and Reduced Price Meals Policy

A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. The SFA is ultimately responsible in assuring the accuracy of the free and reduced price meals eligibility roster.

B. The FSMC may implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the Child Nutrition Program and approved by PED in the annual contract between the SFA and PED for the programs listed in Section I, Item B on page 8, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.

C. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The FSMC may act as an agent for the SFA related to these responsibilities.

D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.

E. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations The FSMC shall operate in conformance with the SFAs Permanent Agreement/Policy Statement with PED.

The SFA must check only the program(s) that will be applicable to the awarded contract. The programs listed below shall be the same as those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.
X□ National School Lunch Program (NSLP)
X□ School Breakfast Program (SBP)
X□ After School Care Snack Program (ASSP)
□ Fresh Fruit and Vegetable Program (FFVP)
X□ Seamless Summer Option (SSO)
X□ Summer Food Service Program (SFSP)
□ Special Milk Program (SMP)
X□ Non-Program Revenue Offerings (adult meals, catering, ala carte, concession etc.)

A. Any USDA Foods received (when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products) by the SFA and made available to the FSMC must accrue solely to the benefit of the SFAs nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The FSMC shall have records available to substantiate that the full value of all USDA Foods and used solely for the benefit of the SFA.

Year–end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods used by the FSMC during the fiscal year (recommended monthly of when USDA food are received). The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.The SFA may require USDA food information to be reconciled either YTD or prior year, when a renewal option is being implemented.

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

C. Selected FSMC is prohibited from entering into any processing contracts utilizing USDA-Foods on behalf of the SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of the SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.

D. Based on actual bulk USDA Foods received, it may be necessary for the FSMC to adjust the SFA at the end of the school year by invoicing or crediting the SFA. The SFA is responsible for assuring adjustments be made. The SFA must receive all discounts or rebates for USDA Food purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

a. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFAs meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The USDA Foods will be credited using entitlement value.

b. The SFA shall provide the FSMC the method and frequency (example: monthly, annually, or end of year) by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;

c. The FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;

d. The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFAs food service;

e. The FSMC will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFAs food service;

f. The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value;

g. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

h. The FSMC will comply with the storage and inventory requirements for USDA Foods;

i. The distributing agency, subdistributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods;

j. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);

k. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods including reconciliation of the value of USDA Foods credited to the nonprofit food service account.

l. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods.

E. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

F. The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFAs nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

G. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA 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 Foods.

V. Food Safety

A. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

VI. Meals

A. The FSMC shall serve meals on such days and at such times as requested by the SFA

B. The SFA shall retain control of the quality, extent, and general nature of the food service.

C. The FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs.

D. In order for the FSMC to offer a la carte sales food service, the FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.

E. The FSMC shall provide meals that meet the National School Lunch Program/ School Breakfast Program (NSLP/SBP) Meal Pattern requirements in 7 CFR 210.10 and 220.8.

F. The FSMC shall promote efforts to increase participation in the child nutrition programs.

F. The FSMC shall provide the specified types of service in the schools/sites listed in the Attachment J, which is a part of this contract.

G. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

H. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this contract.

I. Adult meal charges must be established in accordance with FCS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the lunch including the value of any USDA Foods used to prepare meals.

VII. Books and Records

A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

C. The FSMC shall provide the SFA with a year-end statement.

D. Books and records of the FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. The FSMC shall not remove federally required records from SFA premises upon contract termination.

VIII. Employees

A. The SFA must designate if ***CURRENT*** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. This must agree with the information reported on Attachment A and Attachment B.

Employee retained by:□ SFA (See Attachment A)

X□ FSMC (See Attachment B)

□ Both SFA and FSMC

B. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

C. The SFA shall have final approval regarding the hiring of the FSMC's site manager.

D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

E. The SFA must ensure that the FSMC employees, providing services for the school meal programs have the required annual training. The SFA must require the FSMC to provide documentation showing the training hours and topics completed by the employees. The SFA must ensure that the FSMC staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The SFA must request documentation from the FSMC to show compliance with the annual training standards. Adhere to the Professional Standards as defined in 7 CFR 210.15.

F. The FSMC shall provide Workers' Compensation coverage for all its employees.

G. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFAs premises as established by the SFA and which are furnished in writing to the FSMC.

H. Staffing patterns, except for the site manager, shall be mutually agreed upon.

I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.

J. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.

K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.

L. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.

M. The SFA will require the FSMC to perform a FBI criminal background check on any of the FSMC employee that will be working at the SFA and disclose results to the SFA. Cost associated with these

background shall be borne by the SFA via the food service account. The SFA shall also decide whether the background is acceptable to the SFA Human Resources criteria.

IX. Monitoring

A. The SFA shall monitor the food service operation of the FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, PED, and the SFA upon request for the purpose of auditing, examination, and review.

C. If applicable, the SFA, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

X. Use of Advisory Group/Menus

A. The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of student, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))

B. Check the appropriate box below.

X□ The FSMC will complete menu cycles for all programs.

□ The SFA will complete menu cycles for all programs.

C. The FSMC must comply with the 21-day menu cycle and specifications (Attachment L & M) developed by the SFA for the NSLP. The FSMC must also comply with the menu cycles as specified by the SFA for the SBP (Attachment N), ASSP (Attachment O), and SFSP (Attachment P). If the FSMC developed the menus, the FSMC must comply with the agreed upon menus included in the bid document for the first 21 days (7 CFR 210.10, 220.8). Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, ASCSP, and/or SFSP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR (b)(1)).

XI. Use of Facilities, Inventory, Equipment, and Storage

A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.

B. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP. Any additional food service that is a material change, scope, or value to the contract and/or involves a total cost of $60,000 or more must be approved by PED and be competitively procured.

C. Prior to the start of initial operations, the FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The FSMC will utilize such inventory at a value determined by invoice. On termination of the Contract, the FSMC and the SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the FSMCs Cost of Business and if lesser, the difference shall be subtracted from the FSMCs Cost of Business.

D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.

E. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC

F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFAs agreement with PED.

G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.

H. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

I. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

J. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

K. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.

L. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within 10 days of its placement on SFA premises.

M. The SFA shall have access, with or without notice, to all of the SFAs facilities used by the FSMC for the purposes of inspection and audit.

N. The FSMC shall not use the SFAs facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

O. The FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

XII. Purchases

A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract (i.e. equipment), the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Any rebates, discounts, or credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.

B. Any purchase of food must meet the specification listed in Attachment L.

C. Local Purchases: The FSMC may allow one per cent of food budget for local farm to school purchases.

D. Geographic Preference 7 CFR 210.21(g):

a. (g) *Geographic preference.* (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

b. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

XIII. Sanitation

A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA or negotiated between by the FSMC and SFA.

B. The SFA shall remove all garbage and trash from the designated areas.

C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment J or as negotiated between the FSMC and SFA.

D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance the standards acceptable to the SFA and comply with all applicable

laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

E. The SFA shall clean ducts and hoods above the filter line or as negotiated by SFA and FSMC.

F. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

Note: IF FSMC only provides vended meals then these duties do not apply to the FSMC and the SFA takes the responsibilities of mentioned in A-F of this section. If the FSMC does these duties then the cost should be billed and included in the salary and benefits of the FSMC employee when billed to the SFA.

XIV. Licenses, Fees, and Taxes

A. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

C. The FSMC shall comply with all SFA building rules and regulations.

XV. Nondiscrimination

A. Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP. ASSP, SFSP and SMP will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

XVI. Emergency Closing

A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.

B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

XVII. Terms and Termination

A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice. (Reference 7 CFR 210.16(d))

B. At any time, because of circumstances beyond the control of the SFA as well as the FSMC, the FSMC or the SFA may terminate the contract by giving 60 days written notice to the other party.

C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires,

flood, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

XVIII. Nonperformance by FSMC

A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

B. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.

C. In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days written notice (7 CFR 210.16(d). If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

D. Notwithstanding the breaching provision above, the SFA may immediately terminate this contract with written notice to FSMC for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to USDA or PED to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

XIX. Certification

A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).

B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.

C. The FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

D. The FSMC shall comply with the following civil rights laws, as amended: 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; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.

E. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.17(e) and 7 CFR 210.21.

1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
2. The FSMC shall certify the percentage of 51% or more U.S. content in the products supplied to the SFA per memo SP-38-2017.
3. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision. If the domestic foods are unavailable, then they may get a substitution may be put into place as long as documentation from the vendor or the SFA is kept supporting the substitution Memo SP-38-2017.
4. The FSMC shall be required use alternative domestic foods prior to requesting SFA approval to purchase nondomestic foods.

F. The FSMC has signed the *Certification of Independent Price Determination*, Attachment S, which was attached as an addendum to the FSMC's bid/proposal and which is incorporated herein by reference and made a part of this contract.

G. The FSMC has signed the *Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment T, which was attached as an addendum to the FSMC's bid/proposal and which is incorporated and made a part of this contract. This is required of contracts of $25,000 or more. (Reference 7 CFR §3017.

H. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

I. The FSMC has signed the Lobbying Certification, Attachment U, which was attached as an addendum to the FSMC's bid/proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment V), or will complete and submit as required in accordance with its instructions included in Attachment U.

J. The FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).

K. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

L. The FSMC shall comply with all other pertinent state and federal laws.

M. The SFA shall take the affirmative steps assure small and minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. 2 CFR 200.321.

XX. Miscellaneous and New Mexico Procurement Specifications

A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by PED.

B. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

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

E. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

F. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

G. The FSMC will abide by the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA, and acknowledges that the Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

H. The FSMC will ensure potential offers are complete, and FSMC maintains records of, the New Mexico Public Education Department Certification Regarding Nonprocurement Debarment and Suspension located at:

http://ped.state.nm.us/nutrition/2016/Certification_regarding_Nonprocurement_Debarment_%20and_Suspension_NMPED.pdf

I. The FSMC shall adhere to the New Mexico Employees Health Coverage as follows:

1.) For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
2.) Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3.) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://insurenewmexico.state.nm.us/.

4.) For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

J. This contract is subject to review and approval by the PED.

XXI. Insurance

A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of New Mexico. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of the award. The information below must be completed by the SFA.

B. Comprehensive General Liability – includes coverage for:

1. Premises – Operations
2. Products – Completed Operations
3. Contractual Insurance
4. Broad Form Property Damage
5. Independent Contractors
6. Personal Injury

$1,000,000_____Combined Single Limit

C. Automobile Liability: $1,000,000_____ Combined Single Unit

D. Workers' Compensation-Statutory; Employer's Liability: $1,000,000_____

E. Excess Umbrella Liability: $1,000,000_____Combined Single Unit

F. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

G. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

XXII. Optional Requirements to Be Included (To be completed by the SFA)

A. The following provisions will apply to FSMC investment (to be completed by the SFA):

1. The FSMC **may** purchase equipment for the food service program. If yes, the equipment purchase may be up to but may not exceed $ 1,000_____ per unit purchase _____ (SFA Specify over the lifetime of the contract or per year). The SFA shall ask state agency approval on

purchases over $5,000 unless it is listed on the agency automatic approval listing. The FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. The SFA shall repay at the rate specified when the equipment was purchased, which shall be charged to the SFA as an operating expense of the food service program. Ownership of the investment will vest in the SFA upon full payment of the purchase price to the FSMC. Upon such payment, the FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to the SFA.

2. If the contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either (SFA must mark appropriate box):

   a. X□ Reimburse the FSMC the unpaid portion of the investment

   OR

   b. □ Deliver the equipment or other items funded by the investment to the FSMC

   OR

   c. □ Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the SFAs obligation under the Lease Purchase Agreement with the FSMC shall be subject to the SFAs ratification of the rental agreement for each ensuing fiscal year.

B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the Agreement.

C. The SFA and the FSMC shall work together to ensure a financially sound operation.

D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

   a. The SFAs policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

   b. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.

   c. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.

d. The government reimbursement rates in effect shall remain materially consistent throughout the year.

e. Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.

f. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFAs premises shall remain materially consistent throughout the year.

g. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.

h. The projected number of full feeding days is: **178.**

i. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

XXIII. Trade Secrets and Proprietary Information

A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFAs access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the Agreement.

B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which PED and USDA shall have unrestricted rights including copyrights.

XXIV. SFSP

Additional Requirements, if applicable (**SFA must mark through this entire section if not applicable**)

Note: A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 225.6 (h)(ii).

A. The SFA shall be responsible for determining eligibility of all SFSP sites.

B. Bonding requirements.

1. Each food service management company which submits a bid exceeding the simplified acquisition threshold in 2 CFR part 200, as applicable, shall obtain a bid bond in an amount not less than 5 percent nor more than 10 percent, as determined by the sponsor, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.
2. Each food service management company which enters into a food service contract exceeding the small purchase threshold in 2 CFR part 200, as applicable, with a sponsor shall obtain a performance bond in an amount not less than 10 percent nor more than 25 percent of the value of the contract for which the bid is made, as determined by the State agency. Any food service management company which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds the simplified acquisition threshold in 2 CFR part 200, as applicable. Sponsors shall require the food service management company to furnish a copy of the performance bond within ten days of the awarding of the contract.
3. Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any “alternative” forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

C. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.

D. The FSMC must comply with the cycle menu developed by the SFA for the SFSP (Attachment P) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

SFA PROJECTED OPERATIONS REVENUE

(To be completed by SFA with current or prior year numbers)
Based on _178 days 2018-2019 SY of NSLP operation)

School Breakfast Program	Total Meals(#)	Multiply	Federal Reimbursement Rate ($)	Total Revenue ($)
Elementary Full Price	0	X	N/A	$0.00
Secondary Full Price	5163	X	$1.50	$7,745
Reduced Price	1925	X	$0.30	$578
Adult	717	X	$2.00	$1,434
			Subtotal Breakfast	$9,757
School Lunch Program				
Elementary Full Price	0	X	N/A	$0.00
Secondary Full Price	11,930	X	$2.85	$34,001
Reduced Price	3,020	X	$0.40	$1,208
Adult	1,611	X	$3.50	$5,639
			Subtotal Lunches	$40,848
After School Snack Program (ASSP)				
Free Price	0	X	$0.00	$0.00
Reduced Price	0	X	$0.00	$0.00
Adult Price	0	X	$0.00	$0.00
			Subtotal Snack	$0.00
Seamless Summer Option (SSO) and or (SFSP)				
Free		X		
Reduced		X		
Paid		X		
			Subtotal SSO	-

	Amount/ Items/Other	Total Revenue
Special Functions (Catering)		
A la Carte, if applicable		$53,764
Concession Revenue		
Vending Machine Sales Total Revenue		$9,361
Contract Meals		
Miscellaneous Sales		
Non-Reimbursable Meals		
Fresh Fruit and Vegetable Program (Total Allocation)		
TOTAL SFA REVENUE (Add all Subtotals) =	- $113,730	

PROJECTED OPERATIONS - REVENUE, PAGE 2

(To be completed by SFA)

FEDERAL REIMBURSEMENT

Based on 178 Days of Service 2018-2019 SY

Breakfast:	Meals	Price	Total	
Free	0	$1.99		0
Free Severe Need	164905	$2.14		352,897
Reduced Price	1925	$1.84		3,542
Reduced Price Severe Need	0	$1.84		0
Full Price	20404	$0.31		6,325
Total Breakfast	187,234			362,764
Lunches:	Meals	Price	Total	
Free	195642	$3.39		663,226
Reduced Price	3020	$2.99		9,030
Full Price	30225	$0.39		11,788
Total Lunches	228,887			684,044
After School Care Snack Program	Snacks	Price	Total	
Free	66693	$0.91		$60,691
Reduced Price		$0.00		0
Full Price		$0.00		0
Total Snacks				$60,691
Summer Food Service, If applicable				
Breakfast	1,889	$2.09		3,948
Lunch/Supper	2,028	$3.31		6,713
Snacks				
Total SFSP				10,661
Total SMP				
TOTAL FEDERAL REIMBURSEMENT				**1,118,160**

PROJECTED OPERATIONS - REVENUE,

(To be completed by SFA)

TOTAL IN-SCHOOL REVENUE (Non-program Revenue/Miscellaneous)	=	$__113,730___
TOTAL FEDERAL REIMBURSEMENT	=	$___1,118,160
TOTAL STATE REIMBURSEMENT **(BAB Grant, NM Grown Grant)**	=	$_____$15,598__
TOTAL REVENUE	**=**	**$_1,247,488___**

PROJECTED OPERATIONS – EXPENDITURES

FOR PROGRAMS AND SITES TO BE CONTRACTED (To Be Completed by FSMC)
Based on 178 Days of Operations 2018-2019

Program Description	**Cost ($)**
Food and Milk	
Enter the amounts of food and milk purchased and received.	402,801.82
USDA donated food Value	82,135.42
Bonus USDA donated food Value	446.05
USDA donated food Processing and Handling Charges	
Direct Labor and Benefits	583,161.44
Enter the gross amount paid for salaries to food service workers. Include employee	
benefits such as health insurance, retirement funds, and matching social security.	
Other Direct	
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than $2,500 per repair), equipment, rental, and extermination. (Only enter if applicable to the FSMC)	31,735.85
Expendable Equipment	
Enter the amount of each piece of equipment with an acquisition cost less than $2,500.	14,018
Nonexpendable Equipment	
Enter the annual depreciated amount of each piece of equipment with an acquisition cost of $2,500 or more.	21,124
Non-reimbursable Expenses	
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost purchased foods, lost USDA Foods, etc.).	
A la Carte Sales (If not included above)	
Enter total expenditures related to extra sales (i.e., food, labor, supplies).	
Special Functions (Catering)	
Enter total expenditures related to special functions (i.e. food, labor, supplies, equipment repair, etc.)	
Vended Meals (Contract Meals) (If not included above)	
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies, etc.).	
Vending/Concessions	
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc.	
Other:	9,691.28
Subtotal Expenditures:	
Less USDA Foods Value (estimate, actual value received to be reconciled prior to optional renewal)	82,581.47
Less Rebate, Discounts, Credits, if applicable	

Less USDA Foods Specific Rebates, Discounts and Credits	29,347.71
Total Expenditures:	950,603.21

PROJECTED OPERATIONS EXPENDITURES

PROJECTED OPERATIONS EXPENDITURES	
A. Total Revenue	$1,247,488
B. Total Operational Expenditures	
C. FSMC Fixed Fee	
D. Estimated Rebates, Discounts and Applicable Credits	
Profit or Loss (A-B-C+D)	

AGREEMENT PAGE

The undersigned hereby offers to provide the services of an FSMC as specified in this proposal for the period of July 1, 2022 and ending June 30, 2023.

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

Furthermore, I certify that, consistent with section "I." subsection "R" of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA and that this proposal is made without prior understanding, agreement, or connection with any other Proposer submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Proposer.

FSMC NAME: _____
FSMC ADDRESS: _____
_____

_____ _____
SIGNATURE (Of authorized representative): Date:
PRINT NAME: _____
TITLE: _____
PHONE: _____
E-MAIL: _____

(SFA will complete section below this line)

Awarding of the Contract:

SFA by signing below is awarding the contract for this RFP to the Proposer of this proposal, herein referred to as "selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and Proposer will be incorporated in to this awarded contract.

The undersigned hereby accepts Proposer services of an FSMC as specified in this proposal for the period of July 1, 2022 and June 30, 2023.

_____ _____
SIGNATURE (Of authorized representative): Date:
PRINT NAME: _____
TITLE: _____

State Agency Signature

_____ _____
SIGNATURE (Of authorized representative): Date:
PRINT NAME: _____
TITLE: _____

LIST OF CONTRACT FORMS

TITLE	ATTACHMENT
Labor Work Sheet, SFA Employees	Attachment A
Labor Work Sheet, FSMC Employees	Attachment B
Fringe Benefit Cost Sheet, SFA Employees	Attachment C
Fringe Benefit Cost Sheet, FSMC Employees	Attachment D
SFA Specifications on Average Daily Participation for Lunch	Attachment E
SFA Specifications on Average Daily Participation for Breakfast	Attachment F
SFA Specifications on Average Daily Participation for After School Snacks	Attachment G
SFA Specifications on Average Daily Participation for the Special Milk Program	Attachment H
SFA Specifications on Average Daily Participation for SFSP	Attachment I
SFA Site/Building Listing General Data	Attachment J
SFA Site/Building Listing of Service to Be Provided	Attachment K
Minimum Food Specifications	Attachment L
Lunch Menus	Attachment M
Breakfast Menus	Attachment N
After-School Care Snack Menus	Attachment O
Summer Food Service Program Menus	Attachment P
Seamless Summer Option	Attachment Q
Holiday Schedule	Attachment R
Independent Price Determination Certificate	Attachment S
Suspension and Debarment Certification	Attachment T
Lobbying Certification	Attachment U
Disclosure of Lobbying Activities	Attachment V
Clean Air Act	Attachment W

LABOR WORK SHEET - SFA

(To be completed by the SFA for SFA employees)
Pay rates for the year _____ - _____

SITE OR SCHOOL	JOB TITLE	HOURLY RATE ($)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE ($)	Unemployment Compensation
Total Labor					$	
Retirement					$	
Substitute Pay					$	

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate

LABOR WORK SHEET- FSMC

(To be completed by the FSMC for FSMC employees)
Pay rates for the year _____ - _____

SITE OR SCHOOL	JOB TITLE	HOURLY RATE ($)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE ($)	Unemployment Compensation
Total Labor					$	
Retirement					$	
Substitute Pay					$	

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

FRINGE BENEFIT COST WORK SHEET - SFA
(To be completed by the SFA for the SFA employees)
List Annual Cost for the Year _____ - _____

EMPLOYEE NAME	HOSPITALIZATION (Medical) $	DENTAL $	VISION $	LONGEVITY OR ANNUITY $	LIFE $	RETIRE-MENT $	OTHER[1] $	TOTAL $
TOTAL COSTS	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**

[1] **Include Paid Time Off (PTO), Holiday pay and Sick pay**
If Workers' Compensation cost is charged to food service, what is percentage? _____%
NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

Attachment D

FRINGE BENEFIT COST WORK SHEET - FSMC
(To be completed by the FSMC for the FSMC employees)
List Annual Cost for the Year _____ - _____

EMPLOYEE NAME	HOSPITALIZATION (Medical) $	DENTAL $	VISION $	LONGEVITY OR ANNUITY $	LIFE $	RETIRE-MENT $	OTHER[1] $	TOTAL $
TOTAL COSTS	$	$	$	$	$	$	$	$

[1] Include Paid Time Off (PTO), Holiday pay and Sick pay
If Workers' Compensation cost is charged to food service, what is percentage? _____%
NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY LUNCH PARTICIPATION (ADP)

LUNCH PROGRAM
(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS Average Daily Number of Meals by Category (Free, Reduced-Price, and Paid Meals)	CONTRACT MEALS (Meals sold to other schools)* # OF MEALS
Ruidoso High School	546	**156-0-80**	
Ruidoso Middle School	430	**176-0-44**	
White Mountain Elementary	367	**234-0-21**	
Sierra Vista Primary	472	**302-0-26**	
Headstart	85	**64-0-6**	
TOTAL		**932-0-177**	

*Do not include Special Functions

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY BREAKFAST PARTICIPATION (ADP)

BREAKFAST PROGRAM
(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MEALS Average Daily Number of Meals by Category (Free, Reduced-Price, and Paid Meals)	CONTRACT MEALS (Meals sold to other schools)* # OF MEALS
Ruidoso High School	536	**99-0-51**	
Ruidoso Middle School	430	**148-0-37**	
White Mountain Elementary	367	**322-0-28**	
Sierra Vista Primary	472	**418-0-36**	
Headstart	85	**64-0-6**	
TOTAL		**1051-0-158**	

*Do not include Special Functions

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY SNACK PARTICIPATION (ADP)

AFTER SCHOOL CARE SNACK PROGRAM
(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE SNACKS Average Daily Number of Snacks by Category (Free, Reduced-Price, and Paid Meals)	CONTRACT MEALS (Snacks sold to other schools)* # OF SNACKS
White Mountain Elementary	15	**15**	
Sierra Vista Primary	35	**35**	
TOTAL		**50**	

*Do not include Special Functions

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY MILK PARTICIPATION (ADP)

SPECIAL MILK PROGRAM
(To be completed by SFA)

SITE OR SCHOOL	ENROLLMENT	PROJECTED REIMBURSABLE MILKS Average Daily Number of Milks by Category (Free, Reduced-Price, and Paid Meals)	CONTRACT MEALS (Milks sold to other schools)* # OF MILKS
Do not participate			
TOTAL			

*Do not include Special Functions

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY SFSP PARTICIPATION (ADP)

(Total number of meals by category served in the previous summer divided by the total operating days for the summer)
Projected Average Number of Meals by Category
SUMMER FOOD SERVICE PROGRAM
(To be completed by the SFA)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Sierra Vista Primary	**1889**	**2028**		
TOTALS	**1889**	**2028**		

SFA SITE/BUILDING LISTING – GENERAL DATA

(To be completed by the SFA)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS[1]	SELF-PREP, SATELLITE, ETC[2]	NO. OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Ruidoso High School	**125 Warrior Drive**	**9-12**	**Self-Prep**	**1**	**8:15-8:45**	**11:28-1:14**		**178**
Ruidoso Middle School	**123 Warrior Drive**	**6-8**	**Self-Prep**	**3**	**8:40-8:55**	**11:16-1:30**		**178**
White Mountain Elementary	**203 White Mountain Drive**	**3-5**	**Self-Prep**	**3**	**7:25**	**11:00-12:30**	**2pm**	**178**
Sierra Vista Primary	**199 White Mountain Drive**	**HS, PreK 1-2**	**Self-Prep**	**3**	**7:25**	**10:30-12:30**	**2pm**	**178**

[1] List grade groups that have access to meal service
[2] Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

(To be completed by the SFA)

SITE OR SCHOOL	BREAKFAST					LUNCH					SNACK	SFSP	SMP
	MEAL[1]	OFFER VERSUS SERVE	A la Carte Sales	CON-TRACT MEALS	ADULT MEALS	MEAL[1]	OFFER VERSUS SERVE	A la Carte SALES	CON-TRACT MEALS[3]	ADULT MEALS			
Ruidoso High School	Y	Y	Y		Y	Y	Y	Y		Y	Y	Y	N
Ruidoso Middle School	Y	Y	Y		Y	Y	Y	Y		Y	Y	Y	N
White Mountain Elementary	Y	Y	Y		Y	Y	Y	Y		Y	Y	Y	N
Sierra Vista Primary	Y	Y	Y		Y	Y	Y	Y		Y	Y	Y	N
Headstart	Y	N	Y		Y	Y	N	Y		Y	Y	Y	N

[1] A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.
[2] SFA must declare if FSMC needs to provide vending and concessions at any given site.
[3] Contract meals-meals served to other SFAs

Attachment L

MINIMUM FOOD SPECIFICATIONS

To be completed by SFA. DPI does not approve, evaluate or endorse specifications. Examples may include the following listed below.

Meat/Seafood – All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see Exhibit A for meal pattern requirements). MINIMUM FOOD SPECIFICATIONS, and Smart Snack Compliant.

Exhibit A: Meal Pattern Requirements

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5[a]	**Grades 6-8[a]**	**Grades 9-12[a]**	**Grades K-5**	**Grades 6-8**	**Grades 9-12**
Meal Pattern	**Amount of Food[b] Per Week (Minimum Per Day)**					
Fruits (cups)[c,d]	5 (1)[e]	5 (1)[e]	5 (1)[e]	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)[c,d]	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green[f]	0	0	0	½	½	½
Red/orange[f]	0	0	0	¾	¾	1¼
Beans/peas (legumes)[f]	0	0	0	½	½	½
Starchy[f]	0	0	0	½	½	½
Other[f,g]	0	0	0	½	½	¾
Additional vegetable to reach total[h]	0	0	0	1	1	1½
Grains (oz eq)[i]	7-10 (1)[j]	8-10 (1)[j]	9-10 (1)[j]	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz eq)	0[k]	0[k]	0[k]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups)[l]	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal)[m,n,o]	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)[n,o]	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg)[n, p]	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat[n,o]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

[a] In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

[b] Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

[c] One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

[d] For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

[e] The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

[f] Larger amounts of these vegetables may be served.

[g] This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

[h] Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

[i] At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). The whole grain-rich requirement is half weekly grains effective SY 2019-20.

[j] In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

[k] There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

[l] Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored). Final rule (83 FR 63775) allows flavored low-fat milk in schools without the need to demonstrate hardship. Flexibility is effective starting School Year 2019-2020.

[m] The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

[n] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

[o] In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

[p] Final rule (83 FR 63775) retains Sodium Target 1 through School Year 2023-2024, moves target 2 to School Year 2024-2025 and removes final target. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern (if applicable)

Food Components	Breakfast	Lunch or Supper	Snack[1] (Choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl oz)[2]	1 cup (8 fl oz)[3]	1 cup (8 fl oz)[2]
Vegetables and/or Fruits			
Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total[4]	¾ cup
An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads[5]			
Bread	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
Cold dry cereal	¾ cup or 1 oz[6]		¾ cup or 1 oz[6]
Cooked pasta or noodle product	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates	(Optional)		
Lean meat or poultry or fish or alternate protein product[7]	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Eggs	½ large egg	1 large egg	½ large egg
Cooked dry beans or peas	¼ cup	½ cup	¼ cup
Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50%[8]	1 oz
An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.

3 Shall be served as a beverage.

4 Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5 All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

6 Either volume (cup) or weight (oz) whichever is less.

7 Must meet the requirements in Appendix A of the SFSP regulations.

8 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

Attachment M

SAMPLE 21- DAY CYCLE LUNCH MENU (compliant with 7 CFR 210.10)

Attach a sample 21-day cycle lunch menu prepared by the FSMA. This menu must be used for the first 21-day cycle of the new school year.

Attachment N

SAMPLE 21 DAY CYCLE BREAKFAST MENU (compliant with 7 CFR 220.8)

Attach a sample 21 day cycle breakfast menu prepared by the FSMC. This menu must be used for the first 21 day cycle of the new school year.

Attachment O

SAMPLE 21 DAY CYCLE SNACK MENU (compliant with 7 CFR 210.10(o)

Attach a sample 21 day cycle snack menu prepared by the FSMC. This menu must be used for the first 21 day cycle of the new school year.

Attachment P
(as applicable)

SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM (SFSP) MENU (compliant with 7 CFR 210.10 or 225.16, as specified by the SFA)

Attach a sample cycle SFSP menu prepared by the FSMC. This menu must be used for the 1st 10 day cycle of the SFSP.

Attachment Q

SAMPLE CYCLE Seamless Summer Option (SSO) MENU (compliant with 7 CFR 210.10 or 225.16, as specified by the SFA)

Attach a sample cycle SSO menu prepared by the FSMC. This menu must be used for the 1st 10 day cycle of the SSO.

HOLIDAY SCHEDULE

Holiday Schedule to be inserted here by SFA.

20th day - Sept. 8th
40th day - Oct. 6th
60th day - Nov. 4th
80th day - Dec. 9th

RMSD 2021-22 Calendar
Ruidoso Municipal School District
Calendar 2021-22
(Approved by RMSD, BOE)

100th day - Jan. 25th
120th day - Feb. 23rd
140th day - Mar. 30th
160th day - Apr. 29th
Last day - May 25th

July						August						September					
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
			1	2		2	3	4	5	6	Aug. 9 - In-service			1	2	3	
5	6	7	8	9		9	10	11	12	13	Aug. 10 - Workday	6	7	8	9	10	Sep. 6 - Labor Day
12	13	14	15	16		16	17	18	19	20	Aug. 11 - First Day of School	13	14	15	16	17	
19	20	21	22	23		23	24	25	26	27		20	21	22	23	24	
26	27	28	29	30		30	31					27	28	29	30		
											15 Student days/17 Staff days						21 Student days/21 Staff days

October						November						December					
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
				1		1	2	3	4	5				1	2	3	
4	5	6	7	8	Oct. 8 - End of 9 weeks	8	9	10	11	12		6	7	8	9	10	
11	12	13	14	15	Oct. 11 - Indigenous People's Day	15	16	17	18	19		13	14	15	16	17	Dec. 17 - End of Semester 1
18	19	20	21	22		22	23	24	25	26	Nov. 22-26 - Thanksgiving	20	21	22	23	24	Dec . 20-Dec. 31 - Winter Break
25	26	27	28	29		29	30					27	28	29	30	31	
					20 Student days/20 Staff days						17 Student days/17 Staff days						13 Student days/13 Staff days
																	86 Student days/ 89 Staff days

January						February						March					
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
3	4	5	6	7	Jan. 3 - In-service		1	2	3	4			1	2	3	4	
10	11	12	13	14	Jan. 4 - Workday	7	8	9	10	11		7	8	9	10	11	Mar. 11 - End of 9 weeks
17	18	19	20	21	Jan. 5 - Students Return	14	15	16	17	18		14	15	16	17	18	Mar. 14-18 - Spring Break
24	25	26	27	28	Jan. 17 - MLK Day	21	22	23	24	25	Feb. 21 - Presidents' Day	21	22	23	24	25	
31						28						28	29	30	31		
					18 Student days/20 Staff days						19 Student days/19 Staff days						18 Student days/18 Staff days

April						May						June					
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
				1		2	3	4	5	6				1	2	3	
4	5	6	7	8		9	10	11	12	13		6	7	8	9	10	ELTP Vol.
11	12	13	14	15	Apr. 15/18 - School Holiday	16	17	18	19	20	May 21 - Graduation	13	14	15	16	17	ELTP Vol.
18	19	20	21	22		23	24	25	26	27	May 25 - Last day of school	20	21	22	23	24	ELTP Vol.
25	26	27	28	29		30	31				May 30 - Memorial Day	27	28	29	30		
					19 Student days/19 Staff days						18 student days/18 staff days						12 Student Days/ 12 Staff days
											Total Staff Days (194)						
											Total Student Days (190)						

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

_____ _____

Name of Food Service Management Company Name of School Food Authority

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 to the Offeror and will not knowingly be disclosed by the Offeror (to whom?) 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 for the purpose of restricting competition.

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

B. Each person signing this offer on behalf of the Offeror certifies that:

   1. He or she is the person in the Offeror's 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 other Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

_____ _____

Signature of School Food Authority's Authorized Representative Title Date

NOTE: Accepting a bidder's/offeror's offer does not constitute award of the contract.

Suspension and Debarment

NEW MEXICO PUBLIC EDUCATION DEPARTMENT

CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION

This certification is required by the rules implementing Executive Order 12549, "Debarment and Suspension," 2 CFR Part 180, as adopted and modified by the United States Department of Agriculture (USDA) at 2 CFR Part 417. The United States Office of Management and Budget (OMB) published its interim final guidance on August 31, 2005 in Volume 70, No. 168 of the Federal Register, pages 51863 through 51880, and its final rule adopting and supplementing its interim final guidance with changes on November 15, 2006 in Volume 71, No. 220 of the Federal Register, pages 66431 through 66432. The USDA published its interim final rule implementing the OMB guidance on nonprocurement debarment and suspension on May 25, 2010 in Volume 75, No. 100 of the Federal Register, pages 29183 through 29189. Assistance in securing copies of these rules and regulations may be obtained by contacting the New Mexico Public Education Department, Federal Programs Division, 120 South Federal Place, Santa Fe, New Mexico 87501.

(BEFORE COMPLETING THIS CERTIFICATION, READ THE INSTRUCTIONS BELOW)

1. The prospective participant or principal named below certifies, to the best of its knowledge, information, and belief that both it and its authorized representatives:

   (a) Are **not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction by any Federal agency or department;

   (b) Have **not** within the three-year period preceding the signing and submission of this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects their present responsibility;

   (c) Have **not** within the three-year period preceding the signing and submission of this certification, violated the terms of a public agreement or transaction so seriously as to affect the integrity of a Federal, State, or local governmental agency program, such as a willful failure to perform in accordance with the terms of one or more public agreements or transactions; a history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or a willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction;

   (d) Have **not** within the three-year period preceding the signing and submission of this certification, been debarred by a Federal agency or department for any of these causes: a nonprocurement debarment by any Federal agency or department taken before March 1, 1989, or a procurement debarment by any Federal agency or department taken pursuant to 48 CFR Part 9, Subpart 9.4, before August 25, 1995; knowingly doing business with an ineligible person, except as permitted under 2 CFR 180.135; failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt was

uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted; violation of a material provision of a voluntary exclusion agreement entered into under 2 CFR 180.640 or of any settlement of a debarment or suspension action; or violation of the provisions of the Drug-Free Workplace Act of 1988;

(e) Are **not** presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with the commission of any of the crimes or civil offenses enumerated in paragraph (1)(b) of this certification; and

(f) Have **not** within the three-year period preceding the signing and submission of this certification, had one or more Federal, State or local public transactions terminated for cause or default.

2. Where the prospective participant or principal is unable to certify to any of the statements in this certification, that prospective participant or principal **must** attach to its proposal an explanation for that inability.

_____

Full Name of Prospective Participant or Principal

_____

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

_____

Signatures(s) Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective participant or principal is providing the certification set forth above in accordance with these instructions.

2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant or principal is required to submit an explanation of why it cannot provide the certification set forth in this form. The certification or explanation will be considered in connection with the Federal agency or department's determination as to whether to enter into this covered transaction. However, failure of the prospective participant or principal to furnish a certification or an explanation shall disqualify that person from participation in this covered transaction.

3. The certification in this form is a material representation of fact upon which the Federal agency or department relied when it made the determination to enter into this covered transaction. If it is later determined that the prospective participant or principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Federal agency or department may terminate this transaction for cause or default.

4. The prospective participant or principal shall provide immediate written notice to the Federal agency or department to which this completed form is submitted, if at any time the prospective participant or principal learns or discovers that its certification was erroneous when submitted or has since become

LOBBYING CERTIFICATION

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. CPED. 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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

_____

_____

_____
Name/Address of Organization

_____
Name/Title of Submitting Official

_____ _____
Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM –LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. **Type of Federal Action**	2. **Status of Federal Action**	3. **Report Type**
☐ A. Contract ☐ B. Grant ☐ C. Cooperative Agreement ☐ D. Loan ☐ E. Loan Guarantee ☐ F. Loan Insurance	☐ A. Bid/Offer/Application ☐ B. Initial Award ☐ C. Post award	☐ 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)*	10. b. **Individual Performing Services:** *(including address if different from No. 10 a) (Last name, first name, MI)*
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 ☐ D. Contingency Fee ☐ E. Deferred ☐ F. Other: *(specify)* _____
12. **Form of payment:** *(check all that apply)* ☐ A. Cash Nature_____ ☐ B. In-kind (specify) Value_____	

14. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.
(Attach Continuation Sheets if necessary)

15. **Continuation Sheets Attached:** Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone Number:** _____ **Date:** _____

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INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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 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 (OMB) 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 action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 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 name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all 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 item. Check all items 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. 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 dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.

15. Check whether Continuation Sheets are enclosed.

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 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 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.

Attachment W

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $100,000.

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

_____ ___ _____

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation

plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

_____

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

_____

SIGNATURE/TITLE OF SFA AUTHORIZED REPRESENTATIVE DATE