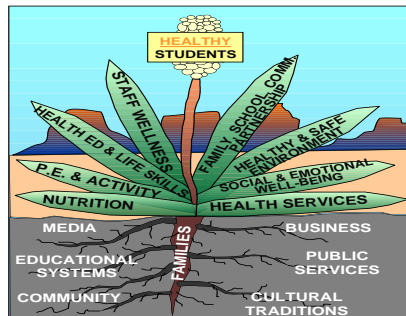


**ACE Leadership High School  
Health Leadership High School  
Technology Leadership High School**

**Coordinated School Health and Wellness Bureau**



**Food Service Management Company  
Fixed Price  
Request for Proposal**

**I. NOTICE OF REQUEST FOR PROPOSALS FOR SCHOOL  
FOOD SERVICE MANAGEMENT SERVICES**

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**This is a  
REQUEST FOR PROPOSAL**

**by  
ACE Leadership High School, Health Leadership High School, and  
Technology Leadership High School  
in the administration of one or more USDA Child Nutrition Programs  
hereafter called the Local Educational Agency (LEA)**

**TO OPERATE AND MANAGE THE SCHOOL FOOD SERVICE  
FOR SAID LOCAL EDUCATIONAL AGENCY  
FOR THE SCHOOL YEAR BEGINNING JULY 1, 2017  
RENEWABLE FOR THREE ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY LEA UNTIL **April 19, 2017 2:00 p.m. MST.**

PROPOSALS WILL BE CONSIDERED AND A CONTRACT EXECUTED PURSUANT TO THE PROPOSED TIMELINE  
IN SECTION II, PART B BELOW.

PROPOSALS AND SUPPORTING DOCUMENTATION AS DESCRIBED IN THIS  
REQUEST FOR PROPOSAL (RFP) ARE TO BE DELIVERED TO:

**Health Leadership High School  
1900 Randolph Rd. SE  
Albuquerque, NM 87106  
(505) 750-4547**

## II. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR SCHOOL FOOD SERVICE MANAGEMENT CONTRACT

### A. INTRODUCTION

Pursuant to state and federal law, ACE Leadership High School, Health Leadership High School, and Technology Leadership High School, Local Educational Agency (hereafter called the LEA) participating in the National School Lunch Program (NSLP), Fresh Fruit and Vegetable Program (FFSVP), School Breakfast Program (SBP), or Seamless Summer Food Service Program (SSO) may contract with a food service management company (FSMC) to operate eligible school food services. The administration of all USDA Child Nutrition Programs is the responsibility of the New Mexico Public Education Department (hereafter called the Department).

This RFP is intended to provide FSMCs with the opportunity to present their qualifications and approach clearly and succinctly, while providing the LEA with comparable information from each proposer.

The successful FSMC will be required to enter into the New Mexico Public Education Department standard form agreement titled "LEA- FSMC Contract". The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The LEA 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 LEA. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the LEA. USDA Foods values are to be based on the values posted by the New Mexico Human Services Department and shall include both the basic USDA Foods allocation.

### B. TIMELINE

#### **Proposed Schedule (state agency may propose a different schedule if needed):**

State Agency RFP approval	March 8, 2017
RFP Release:	March 17, 2017
Proposal Meeting and Site Visit Tour 1:30 p.m.	April 7, 2017
RFP Questions Due: 9:00 a.m.	April 3, 2017
Proposals Due: 2:00 p.m.	April 19, 2017
Proposals Scored:	April 28, 2017
Notification of Apparent Successful Proposer:	May 5, 2017
Post-Selection Review Period Ends:	May 10, 2017
Respond to Post-Selection Review comments:	May 25, 2017
Board Approval of Selected Proposer:	June, 2017
State Agency Approval	June 21, 2017
Contract Signed and Executed By:	June 28, 2017
Submit signed contract to the Department:	June 30, 2017

The LEA or the Department may, if necessary, revise these dates.

### C. GENERAL PROPOSAL INFORMATION

The LEA reserves the right, in its sole discretion:

1. to amend the RFP;
2. to extend the deadline for submitting proposals;
3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. to waive any minor irregularity, informality, or nonconformance with this RFP;
5. to obtain or provide references to other public agencies, upon request, regarding the proposer's contract performance; and
6. at any time prior to the contract execution (including after announcement of the apparent awardee):
  - (a) to reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
  - (b) to reject all proposals received and cancel this RFP upon a finding by the LEA that there is good cause therefore and that such cancellation would be in the best interests of the LEA.

**ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DEPARTMENT AND THE LEA ARE NOT OBLIGATED THEREBY TO AWARD A CONTRACT TO ANY PROPOSER. NEITHER THE DEPARTMENT NOR THE LEA HAS ANY FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT NEITHER THE DEPARTMENT NOR THE LEA SHALL BE RESPONSIBLE FOR ANY EXPENSES AND COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP. EACH PROPOSER WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THE PROPOSER'S COST AND EXPENSE.**

**D. ADDENDA**

Questions regarding the information contained in this Request for Proposal must be submitted to **David Vigil, Health Leadership High School**, not later than **9:00 a.m. April 3, 2017**. All questions must be submitted in writing or sent to  **david@healthleadershiphighschool.org**  and received by the specified date and time. No oral questions or post marks will be accepted.

If any part of this RFP is amended, addenda will be provided to all proposers who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all proposers who submitted a proposal.

Failure to acknowledge all addenda may result in declaration of your RFP as nonresponsive.

**E. SUBMISSION OF PROPOSALS**

The following items explain the format requirements for proposal preparation and submission. The LEA reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Proposals and price information must be submitted using only 8 ½" x 11" white paper. Proposals shall be typed but without expensive art work, unusual printing, or other materials not essential to the utility and clarity of the Proposals.
- Application should have a title page which list all contact information.
- At least one proposal must bear an original signature signed in [Blue ink](#) and dated by the Applicant/s or a representative legally authorized by the Applicant/s.
- **Three (3) copies** of the proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: "RFP--School Food Service" with the date and time for opening. One (1) copy of the proposal submitted electronically on a CD in word.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received by **2:00 p.m. MST, on April 19, 2017**. Late proposals or modifications will not be accepted.

**F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS**

LEA considers this RFP to be legally binding. This RFP and the resulting winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and LEA. It should be understood by the offeror that this means the LEA expects the offeror's proposal in response to this RFP to satisfy all requirements listed herein. Exceptions should be explicitly noted in offeror's proposal. Lack of exceptions listed on an offeror's proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP. All exceptions will be evaluated after the due date during the time of proposal evaluations. No exceptions, addendums, amendments, or other changes to the awarded contract will be allowed thereafter. The only allowable amendments will be the amendment to renew the awarded contract. This amendment will be presented to the contractor by the SFA at the time of renewal. The addition of offeror's terms and conditions after due date of this RFP will not be allowed.

**G. PRICE**

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the contract. The LEA shall establish all selling prices, including price adjustment, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices.

**H. PUBLIC RECORDS**

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the LEA and made part of a file or record, which shall be open to public inspection.

Sheets identified as containing trade secret information shall not contain non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. LEA shall have no liability of the disclosure of trade secret material and especially so when the material is not properly marked or separated from non-trade secret material.

**I. INVESTIGATION OF REFERENCES**

The LEA reserves the right to investigate the references and past performance of any proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The LEA may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the investigation. The LEA reserves the right to reject any or all proposals at any time prior to the execution of a contract.

- Proposers must include a listing of comparable District where they have current Child Nutrition management services. Listing must include a district contact name, email address, and telephone number.
- Proposers must include in the listing all Districts in the State of New Mexico where they currently provide Child Nutrition management services.
- Proposers must include a listing of all lost or discontinued District accounts within the last five (5) years.

**J. RECYCLED PRODUCTS**

Proposers shall use recycled products to the maximum extent economically feasible in the performance of the contract work set forth in this document. .

**K. PROPOSAL MEETING AND SITE VISIT**

The scheduled mandatory proposal meeting and site visit is a proposer’s only opportunity to visit the sites Information provided as a result of proposer questions at the meeting will be distributed as addenda. Attendance at proposal meeting and site tours shall be limited to two (2) outside representatives from each proposer. **Location: 1240 Bellamah Ave NW, Albuquerque, NM 87104**

Vendors may have cameras to document the sites visited. **Under no circumstances will photos of students or staff be allowed.** Questions during the tour will be noted by LEA staff with answers being distributed via addendum at a later date. Vendors may also submit questions in writing after the tour.

**L. PROPOSAL EVALUATION PLAN**

Proposals shall be thoroughly reviewed and subjected to an impartial evaluation by LEA administrators using the following scoring system. Please keep in mind that cost must be the primary factor in awarding a contract.

<b>Criteria</b>	<b>Points</b>
Cost (required to be the primary score criteria)	25
Experience, References	12
Innovation	12
Involvement of Students, Staff, and Patrons	14

Menu and Portion Sizes if the 21-day cycle menu is developed By the FSMC.	20
On-site Manager if provided by FSMC	12
Promotion of the School Food Service Program	05
<b>TOTAL</b>	<b>100</b>

**M. POST-SELECTION REVIEW**

Competing proposers shall be notified in writing of the selection of the apparent successful proposer and shall be given five (5) calendar days to review the RFP file and evaluation report at the LEA office. Any questions or concerns about the selection process must be in writing and must be delivered to:

Yolanda Tafoya  
Technology Leadership High School  
10500 Research Rd. SE  
Albuquerque, NM 87123

The LEA will promptly respond to proposer questions or concerns. The decisions of the LEA are final.

**N. CONTRACT:**

The successful proposer shall enter into a fixed price contract for a period beginning on or about July 1, 2017 and ending June 30, 2017 for a maximum of twelve months. The contract may be renewed for another twelve months, upon mutual written agreement of the LEA and FSMC, for up to three times after the original contract totaling up to four years.

The successful proposer shall enter into a contract with the LEA, which embodies the preceding specifications.

The contract must be drafted by the LEA using the NMPED template contract as revised to reflect negotiations and subject to final approval by the LEA. The awarded contract must be completed and include all documents contained in the RFP and subsequent negotiations. Changes or amendments are not valid unless approved by NMPED prior to contract execution of the awarded contract between the LEA and the selected FSMC.

**III. REQUIRED MATERIALS CONSTITUTING A  
RESPONSIVE PROPOSAL**

**A. MANDATORY ITEMS**

**THE FOLLOWING ITEMS 1 - 5 ARE TO BE SUBMITTED WITH ALL PROPOSALS. PROPOSALS NOT CONTAINING ALL APPLICABLE ITEMS WILL BE REJECTED.**

1. **Cover Letter.** The Proposer must submit a cover letter, which contains a brief explanation of the features of the proposal. The Proposer must include the email address, telephone and facsimile numbers of an authorized representative of the FSMC. The cover letter should acknowledge receipt of any amendments or modifications to the RFP.
2. **Completed Certificate of Independent Price Determination (Attachment A)**
3. **Certificate of Suspension and Debarment—if applicable (Attachment B)**
4. **Certification of Clean Air and Water – if applicable (Attachment C)**
5. **Certification Regarding Lobbying – if applicable (Attachment D)**
6. **Buy American Provision -** The LEA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially”

means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.

- 7. Financial Terms:** Complete as to all price terms, methods of determining costs, rebates, methods of allocating expenses, methods of determining meal equivalents, and all formulas for computing fixed price per meal rate. The FSMC shall determine a per meal price as if all food was purchased (no commodities available.). To the extent relevant in determining financial terms, the FSMC shall use the exact information provided in Appendix (A).

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent. All meals must follow meal patten requirements in 7CFR 210.10 and 220.8.

Computation of Lunch Equivalency Rate (LER) for a la carte sales.

The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.

<b>Year One Lunch Equivalency Rate (LER)</b>	
1. Current Year Federal Free Rate of Reimbursement:	\$ 3.22
2. Current Year State Match Reimbursement Rate:	\$ N/A
3. Current Year Value of USDA Entitlement USDA Foods:	\$ N/A
<b>Total Lunch Equivalency Rate (Sum of 1+2+3):</b>	<b>\$3.22</b>

- 8. Menu Cycle.** The FSMC must comply with the 21-day menu cycle and specifications (Appendix B) developed for the NSLP, and SFSP. Any changes made by the FSMC after the first initial menu cycle may be made only with the approval of the LEA. The LEA shall approve the menus no later than two (2) weeks prior to services. (Reference 7 CFR 210.16(b) (1)).

- 9. Schools to be served.** The individual named schools and sites within the jurisdiction of the LEA that the FSMC proposes to serve in the contract are listed in (Appendix C).

- 10 Management Services.** Provide a descriptive narrative of the services provided each of the following areas. Limit your response to pertinent information, the LEA is not interested in receiving marketing material, reports, or other extraneous information.

- a) Employee staffing, training and development plan
- b) Resume of proposed Director
- c) Community involvement and communications plan
- d) Depth of management and support resources
- e) Nutritional and Wellness awareness programs
- f) Food service experience with other comparable public school districts, including the demonstrated ability to manage a financially self-sustaining program. Preference will be given to experience with New Mexico public school districts.

- 11. Program Information.** Interested Proposers are required to utilize the exact participation levels, meal counts, service days, meal prices, federal reimbursement rates, state reimbursement rates, equivalent meal sales information, Employee work days, daily hours and average hourly rate information and district indirect costs (if applicable) as detailed in **Appendix A, Program Information**, to develop their financial proformas, which enables the LEA to compare proposals from the various Proposers. Financial proformas that do not use the exact information as provided in appendix A, Program Information, will not be accepted. Alternate financial proformas

or proposals will not be considered and may result in the proposer being disqualified from the selection process for being "nonresponsive":

#### IV. SCOPE OF WORK

##### 1. OVERVIEW OF ACE Leadership High School, Health Leadership High School, and Technology Leadership High School FOOD SERVICE

- A. Scale. The LEA provides food service to three charter high school located throughout the city of Albuquerque, NM. approximately eight hundred and twenty five (825) children at the three schools. The food service prepares approximately 84,000 meals annually. This LEA administers the NSLP and SBP, SSO and ASSP. The LEA 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 NMPED and USDA regarding each Child Nutrition Programs (CNP) covered by the resulting contract. All reimbursable lunches, breakfasts, and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable. The LEA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- B. Responsibilities. The responsibilities of the food service include the following:
1. Preparing and serving meals and meal supplements (snacks) to students, and participants in NSLP, SBP, SFSP, FFVP, and ASSP;
  2. Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the LEA;
  3. If the selected FSMC is procuring goods or services which are being charged to the LEA under the awarded contract outside of the fixed price per meal (e.g. equipment), the selected FSMC is acting as an agent for the LEA and must follow the same procurement rules under which the LEA must operate and that the selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the LEA.
  4. Oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen;
  5. Maintaining all kitchen areas and working environments in a safe and sanitary condition;
  6. The LEA 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 selected FSMC preparing or serving meals at any LEA facility.  
  
The selected FSMC shall maintain state and/or local health certifications for any facility outside the LEA in which it proposes to prepare meals and shall maintain this health certification for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA. \ The FSMC is responsible for health/certifications of facilities and employees in all facilities operated by the FSMC and employees under the supervision of the FSMC (even if they are employees of the school).
  7. Maintaining full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.
  8. Free and Reduced Price Meals:
    - a. LEA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
    - b. LEA shall be responsible for 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 selected FSMC may act as an agent for the SFA related to these responsibilities.



- c. LEA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
  - d. LEA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.
9. Ensure all reimbursable meals meet the Meal Pattern and nutrition standards as required by the USDA and as reflected in CFR 210.10 as referenced below and CFR 220.8, Meal Requirements for Breakfast. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the LEA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.

**210.10 Meal requirements for lunches and requirements for afterschool snacks.**

(a) *General requirements*—(1) *General nutrition requirements.* Schools must offer nutritious, well-balanced, and age-appropriate meals to all the children they serve to improve their diets and safeguard their health.

(i) *Requirements for lunch.* School lunches offered to children age 5 or older must meet, at a minimum, the meal requirements in paragraph (b) of this section. Schools must follow a food-based menu planning approach and produce enough food to offer each child the quantities specified in the meal pattern established in paragraph (c) of this section for each age/grade group served in the school. In addition, school lunches must meet the dietary specifications in paragraph (f) of this section. Schools offering lunches to children ages 1 through 4 and infants must meet the meal pattern requirements in paragraphs (p) and (q), as applicable, of this section. Schools must make potable water available and accessible without restriction to children at no charge in the place(s) where lunches are served during the meal service.

(ii) *Requirements for afterschool snacks.* Schools offering afterschool snacks in afterschool care programs must meet the meal pattern requirements in paragraph (o) of this section. Schools must plan and produce enough food to offer each child the minimum quantities under the meal pattern in paragraph (o) of this section.

(2) *Unit pricing.* Schools must price each meal as a unit. Schools need to consider participation trends in an effort to provide one reimbursable lunch and, if applicable, one reimbursable afterschool snack for each child every school day. If there are leftover meals, schools may offer them to the students but cannot get Federal reimbursement for them. Schools must identify, near or at the beginning of the serving line(s), the food items that constitute the unit-priced reimbursable school meal(s). The price of a reimbursable lunch does not change if the student does not take a food item or requests smaller portions.

(3) *Production and menu records.* Schools or school food authorities, as applicable, must keep production and menu records for the meals they produce. These records must show how the meals offered contribute to the required food components and food quantities for each age/grade group every day. Labels or manufacturer specifications for food products and ingredients used to prepare school meals must indicate zero grams of *trans* fat per serving (less than 0.5 grams). Schools or school food authorities must maintain records of the latest nutritional analysis of the school menus conducted by the State agency. Production and menu records must be maintained in accordance with FNS guidance

Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, School Breakfast, and Seamless Summer Program Option,

- a. National School Lunch and School Breakfast Programs (NSLP): The Meal Pattern is used at all sites for lunch and breakfast. All LEA schools serve breakfast and lunch and are part of the National School lunch and Breakfast Program.  
The Seamless Summer Option (SSO) requires a completed application from the NSLP SFA annually. This is the only option a SFA can participate.
- b. Fresh Fruit and Vegetable Program (FFVP): The LEA provides all children in the awarded elementary (K-8) schools with a variety of free fresh fruits and vegetables during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day. The awarded LEA elementary schools must participate in the National School Lunch Program (NSLP). All LEA's elementary

schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables. The LEA must submit an annual school application for the FFVP. The LEA must meet all standards associated with FFVP (Please note <http://www.fns.usda.gov/ffvp/fresh-fruit-and-vegetable-program> for applicable rules, memorandums, and guidance.

FFVP costs that may be reimbursed are broken into two (2) categories:  
Administrative costs currently cannot exceed 10% of the total funds.

Operations costs are the primary costs of running the FFVP as:

- Purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges;
- Non-food items or supplies that are used in serving and cleaning; and
- Salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.

Contractor will be required to document and track FFVP expenses separately. Documentation must clearly outline the allocation of costs charges to the FFVP (i.e., amounts charged for labor, administrative fees, and actual costs for fresh fruits and vegetables, etc.)

The selected FSMC shall:

- a. Serve meals on such days and at such times as requested by the LEA.
- b. Promote efforts to increase participation in the child nutrition programs.

**C. Financial Requirements. The food service program will be run on a cost effective basis so as to be self-supporting as reflected in 7 CFR 210.14 and referenced below.**

#### **210.14 Resource management.**

(a) *Nonprofit school food service.* School food authorities shall maintain a nonprofit school food service. Revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service, *except that*, such revenues shall not be used to purchase land or buildings, unless otherwise approved by FNS, or to construct buildings. Expenditures of nonprofit school food service revenues shall be in accordance with the financial management system established by the State agency under §210.19(a) of this part. School food authorities may use facilities, equipment, and personnel supported with nonprofit school food revenues to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).

(b) *Net cash resources.* The school food authority shall limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved by the State agency in accordance with §210.19(a).

(c) *Financial assurances.* The school food authority shall meet the requirements of the State agency for compliance with §210.19(a) including any separation of records of nonprofit school food service from records of any other food service which may be operated by the school food authority as provided in paragraph (a) of this section.

(d) *Use of donated foods.* The school food authority shall enter into an agreement with the distributing agency to receive donated foods as required by part 250 of this chapter. In addition, the school food authority shall accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department. The school food authority's policies, procedures, and records must account for the receipt, full value, proper storage and use of donated foods.

(e) *Pricing paid lunches.* For each school year beginning July 1, 2011, school food authorities shall establish prices for paid lunches in accordance with this paragraph.

(1) *Calculation procedures.* Each school food authority shall:

(i) Determine the average price of paid lunches. The average shall be determined based on the total number of paid lunches claimed for the month of October in the previous school year, at each different price charged by the school food authority.

(ii) Calculate the difference between the per meal Federal reimbursement for paid and free lunches received by the school food authority in the previous school year (*i.e.*, the reimbursement difference);

(iii) Compare the average price of a paid lunch under paragraph (e)(1)(i) of this section to the difference between reimbursement rates under paragraph (e)(1)(ii) of this section.

(2) *Average paid lunch price is equal to/greater than the reimbursement difference.* When the average paid lunch price from the prior school year is equal to or greater than the difference in reimbursement rates as determined in paragraph (e)(1)(iii) of this section, the school food authority shall establish an average paid lunch price for the current school year that is not less than the difference identified in (e)(1)(iii) of this section; except that, the school food authority may use the procedure in paragraph (e)(4)(ii) of this section when establishing prices of paid lunches.

(3) *Average lunch price is lower than the reimbursement difference.* When the average price from the prior school year is lower than the difference in reimbursement rates as determined in paragraph (e)(1)(iii) of this section, the school food authority shall establish an average price for the current school year that is not less than the average price charged in the previous school year as adjusted by a percentage equal to the sum obtained by adding:

(i) 2 percent; and

(ii) The percentage change in the Consumers Price Index for All Urban Consumers used to increase the Federal reimbursement rate under section 11 of the Act for the most recent school year for which data are available. The percentage to be used is found in the annual notice published in the FEDERAL REGISTER announcing the national average payment rates, from the prior year.

(4) *Price Adjustments.* (i) *Maximum required price increase.* The maximum annual average price increase required under this paragraph shall not exceed ten cents.

(ii) *Rounding of paid lunch prices.* Any school food authority may round the adjusted price of the paid lunches down to the nearest five cents.

(iii) *Optional price increases.* A school food authority may increase the average price by more than ten cents.

(5) *Reduction in average price for paid lunches.* (i) Any school food authority may reduce the average price of paid lunches as established under this paragraph if the State agency ensures that funds are added to the nonprofit school food service account in accordance with this paragraph.

The minimum that must be added is the product of:

(A) The number of paid lunches claimed by the school food authority in the previous school year multiplied by

(B) The amount required under paragraph (e)(3) of this section, as adjusted under paragraph (e)(4) of this section, minus the average price charged.

(ii) *Prohibitions.* The following shall not be used to reduce the average price charged for paid lunches:

(A) Federal sources of revenue;

(B) Revenue from foods sold in competition with lunches or with breakfasts offered under the School Breakfast Program authorized in 7 CFR part 220. Requirements concerning foods sold in competition with lunches or breakfasts are found in §210.11 and §220.12 of this chapter, respectively;

(C) In-kind contributions;

(D) Any in-kind contributions converted to direct cash expenditures after July 1, 2011; and

(E) Per-meal reimbursements (non-Federal) specifically provided for support of programs other than the school lunch program.

(iii) *Allowable non-Federal revenue sources.* Any contribution that is for the direct support of paid lunches that is not prohibited under paragraph (e)(5)(ii) of this section may be used as revenue for this purpose. Such contributions include, but are not limited to:

(A) Per-lunch reimbursements for paid lunches provided by State or local governments;

(B) Funds provided by organizations, such as school-related or community groups, to support paid lunches;

(C) Any portion of State revenue matching funds that exceeds the minimum requirement, as provided in §210.17, and is provided for paid lunches; and

(D) A proportion attributable to paid lunches from direct payments made from school district funds to support the lunch service.

(6) *Additional considerations.* (i) In any given year, if a school food authority with an average price lower than the reimbursement difference is not required by paragraph (e)(4)(ii) of this section to increase its average price for paid lunches, the school food authority shall use the unrounded average price as the basis for calculations to meet paragraph (e)(3) of this section for the next school year.

(ii) If a school food authority has an average price lower than the reimbursement difference and chooses to increase its average price for paid lunches in any school year more than is required by this section, the amount attributable to the additional voluntary increase may be carried forward to the next school year(s) to meet the requirements of this section.

(iii) For the school year beginning July 1, 2011 only, the limitations for non-Federal contributions in paragraph (e)(5)(iii) of this section do not apply.

(7) *Reporting lunch prices.* In accordance with guidelines provided by FNS:

(i) School food authorities shall report prices charged for paid lunches to the State agency; and

(ii) State agencies shall report these prices to FNS.

(f) *Revenue from nonprogram foods.* Beginning July 1, 2011, school food authorities shall ensure that the revenue generated from the sale of nonprogram foods complies with the requirements in this paragraph.

(1) *Definition of nonprogram foods.* For the purposes of this paragraph, nonprogram foods are those foods and beverages:

(i) Sold in a participating school other than reimbursable meals and meal supplements; and

(ii) Purchased using funds from the nonprofit school food service account.

(2) *Revenue from nonprogram foods.* The proportion of total revenue from the sale of nonprogram foods to total revenue of the school food service account shall be equal to or greater than:

(i) The proportion of total food costs associated with obtaining nonprogram foods to

(ii) The total costs associated with obtaining program and nonprogram foods from the account.

(3) All revenue from the sale of nonprogram foods shall accrue to the nonprofit school food service account of a participating school food authority.

(g) *Indirect costs.* School food authorities must follow fair and consistent methodologies to identify and allocate allowable indirect costs to the nonprofit school food service account, in accordance with 2 CFR part 200 as implemented by 2 CFR part 400

- D. Management Goals. The FSMC will provide nutritious, high-quality meals and snacks to students and participants in NSLP, SBP, SMP, FFVP, and SFSP; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

The LEA 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 New Mexico Public Education Department (PED) and USDA regarding each of the CN Programs covered by this contract.

- E. Schools and other facilities served. The Food Service department provides regular food service at three sites, ACE Leadership High School, Health Leadership High School and Technology Leadership High School, and occasional service at other sites as requested or required. See Appendix C for the list.
- F. Food Service Office:. The food service office is located at 10500 Research Rd SE, Albuquerque, NM 87123
- G. Professional Standards for All School Nutrition Program Employees. Both LEA and FSMC must review and following guidance from the Food and Nutrition Services (FNS) on the final rule "Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010" (80 FR 11077). The final rule seeks to ensure that State and local school nutrition program personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and successfully. The final rule is available at: <http://www.fns.us.gov/school-meals/professionalstands> .
- H. Advisory Group. The LEA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the LEA advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16 (a)(8)).
- I. Emergency Closing:. The LEA shall notify the selected FSMC of any interruption in utility services of which it has knowledge.

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

## 2. DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR (FSMC):

- A. General. The Contractor or "FSMC" (Food Service Management Company) selected pursuant to this request for proposals will provide management and supervision of the LEA Food Service Department. The Food Service must be managed so as to efficiently and effectively fulfill the responsibilities described, and so as to achieve the Management Goal and Financial requirements described in Section 1 above.
- B. Use of Donated Foods
- 1) Any USDA Foods received (when the foods arrive at the school kitchen, LEA storage facility, or FSMC storage facility in either raw form or in processed end products) by the LEA and made available to the FSMC must accrue solely to the benefit of the LEA's 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 is used solely for the benefit of the LEA.  
  
Year-end reconciliation shall be conducted by the LEA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during the fiscal year. The LEA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7 CFR 250.
  - 2) The LEA shall retain title to all USDA Foods and the 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.
  - 3) FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the LEA. FSMC agrees that any procurement and/or utilization of end products by FSMC on behalf of the LEA will be in compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of LEA's processing agreements.

- 4) USDA Foods allocated to the LEA will be delivered to and utilized by the FSMC equitably for meals served to students at the SFA.
- 5) Based on actual bulk USDA Foods received, it may be necessary for the FSMC to make adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made. The SFA must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

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

The FSMC shall provide the method and frequency 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.

The FSMC shall use the USDA Foods values as posted on ODE's USDA Foods website including the value of USDA Bonus Foods.

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.

The FSMC must use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service.

The FSMC must 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 SFA's food service.

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.

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

The FSMC must comply with the storage and inventory requirements for USDA Foods.

The distributing agency, sub distributing agency, or LEA, the Comptroller General, USDA, 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.

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

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

- 6) 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.
- 7) The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the LEA's nonprofit food service, subject to approval of the LEA. The LEA 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 LEA.

8) The FSMC shall account for all USDA Foods separately from purchased foods. 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.

9) Upon the termination of the contract, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the LEA.

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

D. Rebates. All rebates, credits, and discounts from the purchase of food, beverages, merchandise, commodity processing and supplies from local, regional and national suppliers and distributors must be passed through to the LEA. The estimated value of rebates, credits and discounts shall be used in formulating the fixed price per meal.

E. Capital Improvements. The cost of capital improvements to the kitchen facilities shall be borne by the LEA and shall not be included in direct operating costs of the program. Capital costs should not be incurred by the nonprofit food service account or as part of the fix price FSMC contract. Title to all capital improvements shall remain in the LEA. No improvements are anticipated for the 2017-2018 school year.

F. Food Service Supervisor. The FSMC will employ a qualified professional to manage and oversee the food service operation, and to supervise all food service employees. The FSMC shall select and appoint the Food Service Supervisor with the LEAS's participation and final approval regarding the hiring of the selected FSMC's site manager.

G. Employees. The FSMC shall have the responsibility of hiring, training, supervising, and disciplining of employees. In the selection and hiring process, the FSMC shall conduct a diligent and comprehensive background investigation of all prospective employees' character and criminal records. The FSMC shall be responsible for fingerprinting all employees that come in contact with students. The FSMC shall not knowingly employ anyone who has:

1. A felony or misdemeanor conviction with the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, or child abuse of child pornography.

The FSMC further agrees that the LEA shall have the right by written order to require removal from the FSMC operation serving the LEA, any person(s) who in the opinion of the LEA is not of appropriate personality, character, temperament, or qualification.

The FSMC shall comply with all wage and hours of employment requirements of federal and state laws.

The FSMC shall provide Worker's Compensation coverage for all of its employees.

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

The LEA will require the selected FSMC to perform a criminal background check on any of the selected FSMC employee that will be working at the LEA and disclose results to the LEA.

H. Reports. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the LEA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA 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 LEA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement. The FSMC shall adhere to all reporting and record keeping requirements as reflected in 7 CFR 210.15.

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

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

Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three (3) 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 LEA and/or any State or Federal representatives and auditors. If audit findings regarding the selected FSMC's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17), 7 CFR 3016.36(I)(10), and 7 CFR 3019.48(d))

The FSMC shall not remove federally required records from LEA premises upon contract termination.

- J. Advertising: The FSMC shall follow the LEA's policy regarding advertising.
- K. Survival Terms .In the event of a conflict between the terms of this section IV "Scope of Work" and a provision of the contract executed between the LEA and the Contractor (FSMC) the following order of the precedence shall apply: contract, RFP, FSMC proposal and should ensure adherence to all USDA rules and regulations. Ensure that the LEA's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the LEA for the meal served with the LEA payment from funds other than non-profit food service funds.
- L. Terms and Termination. The LEA or the selected FSMC may terminate the awarded contract for cause by giving 60 days written notice (Reference 7 CFR 210.16(d)).

At any time, because of circumstance beyond the control of the LEA as well as the selected FSMC, the selected FSMC, or the LEA may terminate the awarded contract by giving 60 days written notice to the other party.

- M. Other Requirements.  
The FSMC must ensure that the LEA's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the LEA for the meal serviced with the LEA payment from funds other than the non-profit food service funds.

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 and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a medical doctor or recognized medical authority, 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 such substitutions.

Both the LEA and FSMC agree that no child who participates in the NSLP, SBP, SFSP, SMP, and FFVP will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or physical, mental, emotional, or learning disability.

Non-Discrimination:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:



- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Attachments:**

- A. Certificate of Independent Price Determination
- B. Suspension and Debarment Certification
- C. Clean Air and Water Certificate
- D. Certification Regarding Lobbying

**Appendices:**

Appendix A Program Information – Including:

- Participation Counts (Including total Paid-Free-Reduced Price Meals and Snacks)
- Reimbursement Rates
- Equivalency Rates
- Meal Prices
- Service Days
- List of Schools/Sites and Serving Times
- Free and Reduced Information
- Child Nutrition Positions by location.
- LEA Paid District Direct Charges
- Financial Pro Forma

Appendix B 21-Day Cycle Menu (Elementary and Secondary) by program type

Appendix C Sites to be served

Appendix D Financial Pro forma (includes Fixed Price per Meal Proposal)

Appendix E Revenue/Expenditures for Fresh Fruit and Vegetable Program (FFVP) Attach to RFP is Applicable

Appendix F Minimum Food Specifications

# Attachment A

## Certificate of Independent Price Determination

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

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NAME OF FOOD SERVICE MANAGEMENT COMPANY      NAME OF LOCAL EDUCATIONAL AGENCY

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

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

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the 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 so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

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SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE      TITLE      DATE

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

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SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE      TITLE      DATE

# Attachment B

## 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

#### CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION

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.

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Full Name of Prospective Participant or Principal

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

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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

**CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION**

erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "nonprocurement transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meanings set forth in the definitions and coverage sections of the rules and regulations implementing Executive Order 12549. The prospective participant or principal may contact the Federal or State agency or department to which this certification is being submitted, for assistance in obtaining a copy of those rules and regulations.

6. The prospective participant or principal agrees by signing and submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with any person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the proposed covered transaction by any Federal agency or department, unless authorized beforehand by the Federal agency or department entering into this transaction.

7. The prospective participant or principal agrees by signing and submitting this certification that, should the proposed covered transaction be entered into, it shall include a term or condition in each lower tier covered transaction requiring a lower tier participant or principal to comply with Subpart C of the OMB guidance in 2 CFR Part 180, as supplemented by Subpart C of 2 CFR 417, as set forth in 2 CFR 417.332.

8. Nothing contained in the foregoing paragraphs shall be construed to require establishment of a system of records in order to render in good faith the certification required in this form. The knowledge and information of a participant or principal is not required to exceed that which normally is possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant or principal in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction, in addition to other remedies available to the Federal government, the Federal agency or department may terminate that transaction for cause or default.

10. Debarment or suspension of a participant or principal in a covered transaction by one Federal agency or department shall have government-wide effect.

(Version 1 - 12/18/2015)

## Attachment C

### 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.

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SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

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SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE

## Attachment D

### Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

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

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

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**Date**



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime    _____ Subawardee    Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
<b>Congressional District, if known:</b>	<b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
	<b>CFDA Number, if applicable:</b> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)	<b>10b. Individuals Performing Services</b> (include address if different from 10a.) (last name, first name, middle)	
<b>11. Amount of Payment</b> (check all that apply): \$ _____  ____ Actual    ____ Planned	<b>12. Type of payment</b> (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
<b>13. Form of Payment</b> (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	<b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____	
<b>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>		
Attach Continuation Sheet(s) SF-LLL-A (if necessary)		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>	<b>Authorized for Local Reproduction Standard Form -- LLL</b>	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

**Reporting Entity:** \_\_\_\_\_ **Page** \_\_\_\_\_ **of** \_\_\_\_\_

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

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

**Financial Pro Forma**

**All Proposers must use the LEA provided information for Pro Forma development**  
*Financial Pro Formas that do not utilize the exact program information as provided will not be accepted.*

**ACE LEADERSHIP HIGH SCHOOL**

Dollars

**Resources:**

CPM *		
Local sales:	<u>0</u>	_____
Reimbursements:		
State	<u>0</u>	_____
Federal		
National School Lunch Program	<u>\$ 64,000</u>	<u>21,200</u> Meals
School Breakfast Program	<u>\$ 26,000</u>	<u>14,050</u> Meals
Child and Adult Care Program	<u>0</u>	_____
Summer Food Service Program	<u>0</u>	_____
Special Milk Program	<u>0</u>	_____
Fresh Fruits and Vegetable Program		_____
Total Resources	<u>\$ 90,000</u>	_____

**Requirements:**

Food Costs:		
Food Costs (include worker meals)	<u>0</u>	_____
Local Purchases	<u>0</u>	_____
Total Food Costs	<u>0</u>	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	<u>\$ 35,000</u>	_____
Total Labor Costs	<u>\$ 35,000</u>	_____
Non-Food Expenses:		
Office	_____	_____
Mileage ( <i>in-district</i> )	_____	_____
Insurance/Bonding Expenses	_____	_____
Non-Food Supplies ( <i>paper/janitorial, etc</i> )	_____	_____
Equipment Repairs/Replacement	_____	_____
Marketing	_____	_____
District Indirect Charges	_____	_____
Other: _____	_____	_____
Total Non-Food Costs	_____	_____
Contract Services:		
On-Site Supervisor	_____	_____
Annual Hourly Labor: Wages, Taxes & Benefits	_____	_____
General & Administrative Costs	_____	_____
Other: <u>Catering lunch and breakfast</u>	<u>\$ 90,000</u>	_____
Total Contract Services	<u>\$ 90,000</u>	_____
 Total Requirements	 <u>\$125,000</u>	 _____

**Net Gain/(Loss) to District**

**(\$ 35,000)** \_\_\_\_\_

\* CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

**Note: All rebates must be passed through to the LEA. Expenses and costs noted above shall be net of these rebates.**

**Financial Pro Forma**

**All Proposers must use the LEA provided information for Pro Forma development  
Financial Pro Formas that do not utilize the exact program information as provided will not be  
accepted.**

**HEALTH LEADERSHIP HIGH SCHOOL**

Dollars

**Resources:**

CPM *		
Local sales:	<u>0</u>	_____
Reimbursements:		
State	<u>0</u>	_____
Federal		
National School Lunch Program	<u>\$45,000</u>	<u>13,846</u> Meals
School Breakfast Program	<u>\$15,000</u>	<u>8,100</u> Meals
Child and Adult Care Program	_____	_____
Summer Food Service Program	_____	_____
Special Milk Program	_____	_____
Fresh Fruits and Vegetable Program	_____	_____
Total Resources	<u>\$60,000</u>	_____

**Requirements:**

Food Costs:		
Food Costs (include worker meals)	<u>0</u>	_____
Local Purchases	<u>0</u>	_____
Total Food Costs	<u>0</u>	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	<u>\$25,000</u>	_____
Total Labor Costs	<u>\$25,000</u>	_____
Non-Food Expenses:		
Office	<u>0</u>	_____
Mileage ( <i>in-district</i> )	<u>0</u>	_____
Insurance/Bonding Expenses	<u>0</u>	_____
Non-Food Supplies ( <i>paper/janitorial, etc</i> )	<u>0</u>	_____
Equipment Repairs/Replacement	<u>0</u>	_____
Marketing	<u>0</u>	_____
District Indirect Charges	<u>0</u>	_____
Other: _____	<u>0</u>	_____
Total Non-Food Costs	<u>0</u>	_____
Contract Services:		
On-Site Supervisor	_____	_____
Annual Hourly Labor: Wages, Taxes & Benefits	_____	_____
General & Administrative Costs	_____	_____
Other: <u>Catered Lunch &amp; Breakfast Svcs</u>	<u>\$60,000</u>	_____
Total Contract Services	<u>\$60,000</u>	_____
 Total Requirements	 <u>\$85,000</u>	 _____

**Net Gain/(Loss) to District**

(\$25,000) \_\_\_\_\_

\* CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

**Note: All rebates must be passed through to the LEA. Expenses and costs noted above shall be net of these rebates.**

**Financial Pro Forma**

**All Proposers must use the LEA provided information for Pro Forma development  
Financial Pro Formas that do not utilize the exact program information as provided will not be  
accepted.**

**TECHNOLOGY LEADERSHIP HIGH SCHOOL**

**Resources:**

Dollars

CPM *		
Local sales:	<u>0</u>	_____
Reimbursements:		
State	<u>0</u>	_____
Federal		
National School Lunch Program	\$ 31,000	7,000 Meals
School Breakfast Program	<u>\$ 6,000</u>	<u>2,900</u> Meals
Child and Adult Care Program	_____	_____
Summer Food Service Program	_____	_____
Special Milk Program	_____	_____
Fresh Fruits and Vegetable Program	_____	_____
Total Resources	<u>\$37,000</u>	
<b>Requirements:</b>		
Food Costs:		
Food Costs (include worker meals)	<u>0</u>	_____
Local Purchases	<u>0</u>	_____
Total Food Costs	<u>0</u>	_____
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	<u>\$11,100</u>	_____
Total Labor Costs	<u>\$11,100</u>	_____
Non-Food Expenses:		
Office	<u>0</u>	_____
Mileage ( <i>in-district</i> )	<u>0</u>	_____
Insurance/Bonding Expenses	<u>0</u>	_____
Non-Food Supplies ( <i>paper/janitorial, etc</i> )	<u>0</u>	_____
Equipment Repairs/Replacement	<u>0</u>	_____
Marketing	<u>0</u>	_____
District Indirect Charges	<u>0</u>	_____
Other: _____	<u>0</u>	_____
Total Non-Food Costs	<u>0</u>	_____
Contract Services:		
On-Site Supervisor	_____	_____
Annual Hourly Labor: Wages, Taxes & Benefits	_____	_____
General & Administrative Costs	_____	_____
Other: <u>Catered Lunch &amp; Breakfast Svcs</u>	<u>\$37,000</u>	_____
Total Contract Services	<u>\$37,000</u>	_____
Total Requirements	<u>\$48,100</u>	_____
<b>Net Gain/(Loss) to District</b>	(\$11,100)	_____

\* CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

**Note: All rebates must be passed through to the LEA. Expenses and costs noted above shall be net of these rebates.**

## Fixed Price Per Meal Proposal

### **SBP**

-Breakfast \$X.XX per meal (2 breakfasts = 1 meal)

List total Breakfasts served calculated at 2 = 1 meal calculation-Total Breakfasts = \_\_\_\_\_

### **NSLP**

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

-Meal Equivalents \$X.XX per meal based on \$3.1825 rate

List total Lunches served calculated at 1 = 1 meal calculation Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation Total Snacks = \_\_\_\_\_

Total Meal Equivalents at \$3.1825=1 \_\_\_\_\_

### **SFSP**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-Total Breakfasts = \_\_\_\_\_

List total Lunches served calculated at 1 = 1 meal calculation-Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation-Total Snacks = \_\_\_\_\_

### **VENDED MEAL PROGRAM**

-Breakfast \$X.XX per meal (3 breakfasts = 1 meal)

-Lunch \$X.XX per meal (1 lunch = 1 meal)

-Snack \$X.XX per snack (4 snacks = 1 meal)

List total Breakfasts served calculated at 3 = 1 meal calculation-

Total Breakfasts = \_\_\_\_\_

List total Lunches served calculated at 1 = 1 meal calculation-

Total Lunches = \_\_\_\_\_

List total Snacks served calculated at 4 = 1 meal calculation-

Total Snacks = \_\_\_\_\_

Please list total of all meals served for determining the fixed price per meal, calculated at the rates listed on this page and as required by this RFP.

Total Meals Served for Fixed Price \_\_\_\_\_

## PROGRAM INFORMATION

**ACE Leadership High School, Health Leadership High School and  
Technology Leadership High School - RFP – Food Services**  
**All Vendors must use the following information for Pro Forma development**  
*Financial Pro Formas that do not utilize the exact program information as provided in this  
attachment will not be accepted.*

### **Participation Counts:**

**(Based on 2016-2017 actual meal counts from Claims for Reimbursement)**

*Use meal counts, catering and ala carte sales below for proforma development*

<b>Participation Categories</b>	<b>Severe Need Lunch Annual Meals</b>	<b>Severe Need Breakfast Annual Meals</b>
Free: Student	60,000	14,000
Reduced: Student		
Paid: Student, Elem		
Paid: Student, Middle		
Paid: Student, High		
Earn: Reduced		
Earn: Paid		
Catering Sales		
Ala Carte Sales		
Summer Program		
CAFCP Program		

### **Reimbursement Rates: Projected rates for 2017-2018 School Year**

*Use Reimbursement rates below for proforma development*

*\*(rates are based on July 1, 2016 established rates and increased by CPI Rate March 2016 for the 2016-2017 SY)*

<b>Category</b>	<b>Federal Lunch</b>	<b>Severe Breakfast</b>
Free	\$3.16	2.04
Reduced	2.76	1.74
Paid	.30	.29
Summer Food Service Program		
Commodity Rate/Lunch		
State Reimb. Rate/Lunch		

### **Meal Prices:**

*Use meal prices below for proforma development*

<b>Category</b>	<b>Lunch</b>	<b>Breakfast</b>
Free	\$0.00	\$0.00
Reduced-Price	\$0.40	\$0.30
Paid Elem	\$2.00	\$1.25
Paid Middle	\$2.50	\$1.50
Paid High	\$2.75	\$1.50



Adult	\$3.25	\$1.85
-------	--------	--------

**Service Days:**

*Use service days below for proforma development*

School	Breakfast	Lunch	Summer
Elementary School			
Middle School			
High School	172	172	

**Free and Reduced Information:**

School	Enrollment	Approved Free	Approved Reduced
ACE Leadership	380	380	
Health Leadership	260	260	
Technology Leadership	180	180	

**Serving Times/Programs:**

School Name	Lunch	Breakfast	Grades	NSLP	SBP	Method*
ACE Leadership	12:00	8:45	9-12	x	x	Satellite
Health Leadership	12:30	8:30	9-12	x	x	Satellite
Technology Leadership	11:30	7:45	9-11	x	x	Satellite

**Notes:**

NSLP = Indicates participation in the National School Lunch Program.

SBP = Indicates participation in the School Breakfast Program.

SFSP = Summer Food Service Program.

\* Indicates method of service:

Base Kitchen --Preparing food for self and other schools

Satellite --Receiving food from a base kitchen, finish on site.

Self --Prepares own food on site.

**Equivalency Rates:**

*Use Equivalency below for proforma development*

- Use \$3.185 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 for 1 Lunch and Supper Equivalency
- Use 3 for 1 Breakfast Equivalency
- Use 4 for 1 Snack Equivalency

School Name & Position	Daily Hours	Scheduled Days*	Average Hourly Rate*

\*= Includes training and prep days. Average Hourly Rate does not include taxes and benefits.

**District direct Charges:**

Total annual District direct costs to use for Pro Forma \$195,000

**ACE Leadership High School, Health Leadership High School,  
Technology Leadership High School**  
**“21-DAY CYCLE MENUS” HIGH SCHOOL LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2017-2018 school year.

<b>Day 1</b> BREAKFAST:	<b>Day 2</b> BREAKFAST:	<b>Day 3</b> BREAKFAST:	<b>Day 4</b> BREAKFAST:	<b>Day 5</b> BREAKFAST:
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
<b>Day 6</b> BREAKFAST:	<b>Day 7</b> BREAKFAST:	<b>Day 8</b> BREAKFAST:	<b>Day 9</b> BREAKFAST:	<b>Day 10</b> BREAKFAST:
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
<b>Day 11</b> BREAKFAST:	<b>Day 12</b> BREAKFAST:	<b>Day 13</b> BREAKFAST:	<b>Day 14</b> BREAKFAST:	<b>Day 15</b> BREAKFAST:
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH

<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH</b>	<b>LUNCH</b>	<b>LUNCH</b>	<b>LUNCH</b>	<b>LUNCH</b>
<b>Day 21</b>				
<b>BREAKFAST:</b>				
<b>LUNCH</b>				



## PROPOSAL COVER SHEET

### CERTIFICATION

I, the official named below, certify that I am duly authorized to legally bind the Proposer to the clause(s) listed below.

<i>Proposer Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Proposer Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Dun (DUNS)</i>	<i>State of New Mexico State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	
<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Proposer</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Proposer</i>	<i>Telephone Number</i>
		<i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to contact for clarification of Proposal</i>	<i>Telephone Number</i>
		<i>Email Address</i>

Proposer understands and accepts the requirements of this RFP. By Proposal submission, Proposers agree to be bound by the Contract terms and conditions.

Proposer acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted [www.aceadership.org](http://www.aceadership.org) [www.healthleadershiphighschool.org](http://www.healthleadershiphighschool.org) [www.tech-abq.org](http://www.tech-abq.org)



**DO NOT INCLUDE THIS PAGE IF NOT APPLICABLE**

**REVENUE/EXPENDITURES FOR FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)  
(To be completed by LEA)**

<b>Column A Elementary Site Name</b>	<b>Column B Total Enrollment (from Previous October)</b>	<b>Column C x\$50 (Minimum Grant Amount)</b>	<b>*10 percent of <i>minimum</i> grant (Column C) amount</b>	<b>Column E X\$75 (Maximum Grant Amount)</b>	<b>*10 percent of <i>maximum</i> grant (Column E) amount</b>
N/A					

\*The total grant amount may be used for acquiring, delivering, preparing, and serving the fresh fruits and vegetables; or a maximum of 10 percent of the total funds received may be used for administrative expenses.

Administrative funds are documented expenses for planning the program, managing paperwork, obtaining needed equipment, and all other expenses related to the FFVP that are not related to the preparation or services of the fruits and vegetables.

<p>The FSMC's compensation for administering the FFVP <b>can be</b> from 0 percent to 10 percent of the total grant amount. The FSMC must indicate the percentage it needs (if any) of the administrative funds available: _____% (FSMC must indicate 0%)</p>
---



## **APPENDIX F: 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).

Appendix F (continued...): MINIMUM FOOD SPECIFICATIONS

**Exhibit A: Meal Pattern Requirements**

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

- <sup>a</sup> 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).
- <sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- <sup>c</sup> 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.
- <sup>d</sup> 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).
- <sup>e</sup> 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).
- <sup>f</sup> Larger amounts of these vegetables may be served.
- <sup>g</sup> 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).
- <sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- <sup>i</sup> 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). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- <sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- <sup>k</sup> 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.
- <sup>l</sup> Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
- <sup>m</sup> 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).
- <sup>n</sup> 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.
- <sup>o</sup> In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- <sup>p</sup> Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

## Appendix F (continued...): MINIMUM FOOD SPECIFICATIONS

### Summer Food Service Program Meal Pattern (if applicable)

Food Components	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
Milk, fluid	1 cup (8 fl oz) <sup>2</sup>	1 cup (8 fl oz) <sup>3</sup>	1 cup (8 fl oz) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total <sup>4</sup>	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)
<b>Grains and Breads<sup>5</sup></b>			
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 <sup>6</sup>		¾ cup or 1 oz <sup>6</sup>
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
<b>Meat and Meat Alternates</b> (Optional)			
Lean meat or poultry or fish or alternate protein product <sup>7</sup>	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% <sup>8</sup>	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.

- <sup>1</sup> 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.
- <sup>2</sup> Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- <sup>3</sup> Shall be served as a beverage.
- <sup>4</sup> 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.
- <sup>5</sup> 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.
- <sup>6</sup> Either volume (cup) or weight (oz) whichever is less.
- <sup>7</sup> Must meet the requirements in Appendix A of the SFSP regulations.
- <sup>8</sup> 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.