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

This is a REQUEST FOR PROPOSAL by Silver Falls School District in the administration of one or more USDA Child Nutrition Programs hereafter called the Local Educational Agency (LEA)

TO MANAGE THE SCHOOL FOOD SERVICE FOR SAID LOCAL EDUCATIONAL AGENCY FOR THE REMAINDER OF SCHOOL YEAR BEGINNING APPROXIMATELY December 9, 2014 RENEWABLE FOR UP TO FOUR ONE-YEAR TERMS

PROPOSALS WILL BE RECEIVED BY LEA UNTIL November 14, 2014 at 12:00pm

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:

Scott B. Pillar
Business Manager
Silver Falls School District
802 Schlador Street
Silverton, Oregon 97381
II. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR SCHOOL FOOD SERVICE MANAGEMENT CONTRACT

A. INTRODUCTION

Pursuant to state and federal law, Silver Falls School District, Local Educational Agency (hereafter called the LEA) participating in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) 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 Oregon Department of Education (hereafter called the Department). All terms and conditions of procurement and contracting are subject to Oregon Administrative Rules 581, Division 51, as applicable.

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 Oregon Department of Education standard form agreement titled "LEA- FSMC Contract". The contract awarded will be a fixed price contract.

B. TIMELINE

Proposed Schedule:
State Agency RFP approval July 7, 2014
RFP Release: October 29, 2014
Mandatory Pre-Proposal Meeting November 4, 2014
RFP Questions Due November 7, 2014
Proposals Due: November 14, 2014
Proposals Scored: November 18, 2014
Notification of Apparent Successful Proposer: November 19, 2014
Post-Selection Review Period Ends: November 19, 2014
Respond to Post-Selection Review comments: November 19, 2014
Board Approval of Selected Proposer: December 8, 2014
State Agency Approval December 9, 2014
Contract Signed and Executed By: December 9, 2014
Submit signed contract to the Department: December 9, 2014

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 Scott B. Pillar, Business Manager, Silver Falls School District by November 7, 2014 no later than 12:00 p.m. Questions must be submitted in writing or sent to pillar_scott@silverfalls.k12.or.us 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.

- Applications must be submitted in the name of the legal entity registered with the State of Oregon, Corporations Division, to do business in the State of Oregon or an independent contractor.

- 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 or sent to pillar_scott@silverfalls.k12.or.us, in Word.

• No oral, telephonic, or facsimile proposals will be accepted.

• Proposals including pricing information must be received by November 14, 2014. Late proposals or modifications will not be accepted.

F. **ACCEPTANCE OF CONTRACTUAL REQUIREMENTS**

Proposer must include in the proposer’s cover letter a statement accepting all terms and conditions included herein.

G. **PRICE**

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the contract. LEA retains the right to negotiate price and terms with top ranked offerors. Any unspecified costs shall be borne by the contractor per Oregon Administrative Rule (OAR) 581-051-0570

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. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

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 Oregon 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. **PRE-PROPOSAL MEETING AND SITE VISIT**

The scheduled mandatory pre-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.

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.

The starting point for this meeting will be in the conference room of the District Office 802 Schlador Street Silverton, Oregon 97381
The starting time for this meeting will be November 4 @8:30am

L. **PROPOSAL EVALUATION PLAN**

Proposals shall be thoroughly reviewed and subjected to an impartial evaluation by the LEA using the following scoring system.

CRITERIA FOR EVALUATION

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<th>CRITERIA</th>
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<td>a. Financial Pro Forma</td>
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<td>b. Proposed Food, Nutrition and Wellness Programs</td>
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<td>c. Employee Training &amp; Development Plan including</td>
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<td>work environment &amp; Food Handling Safety</td>
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<td>d. Community Involvement and Communications Plan</td>
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<td>e. Depth of Resident Director, management &amp; support resources</td>
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<td>f. Child Nutrition Experience with other comparable Districts</td>
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<td>with preference given to experience with Oregon Districts</td>
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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:

Scott Pillar
Business Manager
Silverfalls School District
802 Schlador Street
Silverton, Oregon 97381

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

N. RESERVATIONS

Please review this information for your district.

The Board of Directors of The Silver Falls School District herein expressly reserves the following rights:

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The District does not intend to award a contract solely on the basis of any response made to this request for proposal or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.

2. To consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.

3. To make the award based on its best judgment as to which contractor will provide a program which best meets the District's expectations of a program employing the highest standards of quality, nutritional standards, palatability and menu variety.

4. To make such changes or corrections in plans, specifications, or quantities as it may deem necessary or desirable prior to the proposal opening. Contractors will be notified of such changes in writing by addenda mailed to the address on file in the District Office.

O. CONTRACT:

The successful proposer shall enter into a contract for a period beginning on or about December 9, 2014 and ending June 30, 2015. The contract may be renewed, upon mutual written agreement of the LEA and FSMC, for up to four years after the original contact. The original contract must specify the Consumer Price Index (CPI) Food Away From Home series of the CPI for All Urban Consumers, published by the Bureaus of Labor Statistics of the Department of Labor – Portland-Salem, OR CPI for the 12-month period March 2014 to March 2015.
The successful proposer shall enter into a contract with the LEA, which embodies the preceding specifications.

The contract will be drafted by the LEA using the ODE template contract as revised to reflect negotiations and subject to final approval by the LEA.

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

For cash meal sales other than reimbursable meals the equivalent rate shall be the current school year free lunch reimbursement rate plus the commodity value. The estimated rate for 2014-15 is $3.20 (Example: $2.97 plus $0.2275 equals $3.1975). The number of meal equivalents is determined by dividing the total a la carte and catering revenue by the sum of the federal free lunch reimbursement plus the value of USDA entitlement and bonus donated foods, as documented on the Meals and Meal Equivalents Calculator. The revenue shall
include catering sales, adult meals, and a la carte sales to students and adults. If applicable, include revenue from vending machine sales a part of the la carte revenue.

8. Menu Cycle. For the purposes of this RFP all proposers are required to use the 21-day cycle menu provided in Appendix (B). The menu cycle shall be used as a standard for determining average cost per meal. The menu shall be adhered to for the first 21 days of meal service, and changes thereafter may be made upon approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.

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 Oregon 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 Silverfalls School District FOOD SERVICE

   A. Scale. The LEA provides food service to approximately three thousand seven hundred (3,700) children at Eight (8) schools. The food service prepares approximately 301,442 meals annually.

   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, CACFP, and SMP;
   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. Purchasing food and supplies;
   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. Complying with all health requirements including blood pathogen training, safety, and sanitation requirements;
   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. Determining student meal benefit eligibility from household confidential meal applications
   9. Conducting follow–up to households selected for verification

10. Ensure all reimbursable meals meet the Food-Based Meal Pattern and nutrition standards as required by the USDA. Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, School Breakfast, Summer Foods, Child and Adult Care Food programs, as applicable.

   a. National School Lunch and School Breakfast Programs (NSLP): The Food-Based Meal Pattern is used at all sites for lunch and Traditional Food Based for breakfast with a transition to the new food based meal pattern by 2014-2015. All LEA schools serve breakfast and lunch and are part of the National School lunch and Breakfast Program.
   b. Summer Food Service Program (SFSP): The LEA provides summer meals under the Summer Food Service Program. If meals for the summer program will be prepared in schools that participate in NSLP or SBP, the Department can permit the service of meals that meet the requirements of these programs rather than the SFSP Meal Pattern. If a sponsor wished to exercise this option, a request for permission should be submitted to the Department along with the application for program participation.
   c. Child and Adult Care Food Program (CACFP) (LEA Afterschool At-Risk Snacks/Suppers, Child Care Centers, or Head Start Programs). The CACFP meal pattern is followed in the child care centers or Head Start Programs. The
Afterschool-At-Risk Snack and Supper sites use the NSLP meal pattern. Menu records are provided as required by CACFP regulations. Program Administration costs may not be included in the fixed meal price for this program. These meals cannot be included in the meal equivalent calculations for NSLP reimbursement. Separate accountability for all CACFP programs is required.

d. 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.

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.)

e. Special Milk Program (SMP): The Special Milk Program provides milk to children in schools and child care institutions who do not participate in other federal meal service programs. LEAs participating in the Nation School Lunch or School Breakfast Program may also participate in the Special Milk Program to provide milk to children in half-day pre-kindergarten and kindergarten programs where children do not have access to the school meal programs.

C. Financial Requirements. The Food Service will be run on a cost effective basis so as to be self-supporting.

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

E. Schools and other facilities served. The Food Service department provides regular food service at 8 (sites) service at other sites as requested or required. See Appendix C for the list.

F. Food Service Office and Staff. The food service office is located at 1456 Pine Street Silverton, Oregon 97381
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) The FSMC shall credit the LEA for the value of all donated food, entitlement and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products;

   2) The FSMC shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by LEA for the NSLP meals served;

   3) The value of commodities for entitlement and bonus is the average USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value;

   4) The FSMC shall be responsible for ordering and selecting donated foods in coordination with the LEA; the storage and management of the donated foods; procuring processed end products on behalf of the LEA; and payment of processing fees or submittal of refund requests on behalf of the LEA or remittance of funds for the value of donated foods in processed end products to the LEA in accordance with 7 CFR 250;

   5) The FSMC will use all donated ground beef, ground pork and processed end products in the LEA’s food service;

   6) The FSMC will use all other donated foods in the LEA’s food service;

   7) The FSMC will procure processed end products on behalf of the LEA in compliance with the requirements of subpart C of 7 CFR 250 and credit the LEA for the value of donated food in the processing end product at the processing agreement value;

   8) The FSMC will not itself enter into a processing agreement with a processor;

   9) The FSMC will comply with the storage and inventory requirements for donated foods;

   10) The LEA, State Agency, Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

   11) The FSMC must maintain the following records relating to the use of the donated foods: a) The donated food and processed end product received from or on the behalf of the LEA for use in meal service, b) Documentation that it has credited the LEA of the value of all donated food received for use in the LEA’s food service in the school year, including the value of donated foods.
foods contained in processed products,
c) Documentation of the FSMC’s procurement of processed end products on behalf of the LEA

12) Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to donated foods.

13) 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. 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.

D. 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. Title to all capital improvements shall remain in the LEA. No improvements are anticipated for the 2014-2015 school year.

E. 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 participation and consent of the LEA.

F. Employees. All non-management food service employees shall be employees of the LEA. The FSMC shall have the responsibility of hiring, training and supervising employees in cooperation with the LEA and will follow requirements of the respective collective bargaining agreements and laws. 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 (ORS 326.603). 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.

G. Reports. The FSMC shall provide the LEA with financial and management reports accurately reflecting the status of the food service operation monthly. Such reports shall be in a format acceptable to the LEA and in sufficient detail to allow independent verification if requested by the LEA. All problems and difficulties, which may impair the FSMC’s ability to fulfill the financial and management goals described herein, shall be promptly reported to the LEA, so that the LEA may work with the FSMC toward resolution.

H. Advertising: The FSMC shall follow the LEA’s policy regarding advertising.
I. **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. 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.

J. **Other**. 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 the non-profit food service funds.

**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
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.

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:

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.

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE    TITLE    DATE
Attachment B

Suspension and Debarment Certification

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

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>PR/Award Number or Project Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Names(s) and Title(s) of Authorized Representative(s)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature(s)</th>
<th>Date</th>
</tr>
</thead>
</table>
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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

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

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

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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).


C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

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

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF 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.

______________________________________________
Name/Address of Organization

______________________________________________
Name/Title of Submitting Official

____________________________________    ______________
Signature                        Date
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
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</tr>
<tr>
<td>d. loan</td>
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<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Material Change Only:
Year _____
Quarter _____
Date of Last Report _________

4. Name and Address of Reporting Entity:
   ____Prime    ____Subawardee    Tier ____, if known:

Congressional District, if known:

6. Federal Department/Agency:

8. Federal Action Number, if known:

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

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

10b. Individuals Performing Services (include address if different from 10a.)
  (last name, first name, middle)

11. Amount of Payment (check all that apply):
    $  
    __ Actual  __ Planned

12. Type of payment (check all that apply):
    __ a. retainer
    __ b. one-time fee
    __ c. commission
    __ d. contingent fee
    __ e. deferred
    __ f. other; specify: ______________________

13. Form of Payment (check all that apply):
    __ a. cash
    __ b. in-kind; specify:
    Nature __________________________
    Actual __________________________

14. Continuation Sheet(s) SF-LLL-A Attached:
    Yes_____ (Number ________)  
    No _____

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:

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 information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ___________________________________________________________________
Print Name: __________________________________________________________________
Title: ______________________________________________________________________
Telephone: __________________________________________________________________
Date: _______________________________________________________________________

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

A-6
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.

#### Resources:

<table>
<thead>
<tr>
<th></th>
<th>Dollars</th>
<th>CPM *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local sales:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>National School Lunch Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Breakfast Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child and Adult Care Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summer Food Service Program</td>
<td></td>
<td></td>
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<tr>
<td>Special Milk Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fresh Fruits and Vegetable Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Requirements:

<table>
<thead>
<tr>
<th></th>
<th>Dollars</th>
<th>CPM *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Costs:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Costs (include worker meals)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Purchases</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Food Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Costs:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual District Labor, Wages, Taxes &amp; Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Labor Costs</strong></td>
<td></td>
<td></td>
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<tr>
<td>Non-Food Expenses:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage <em>(in-district)</em></td>
<td></td>
<td></td>
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<tr>
<td>Insurance/Bonding Expenses</td>
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</tr>
<tr>
<td>Non-Food Supplies <em>(paper/janitorial, etc.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Repairs/Replacement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Indirect Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Non-Food Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Hourly Labor: Wages, Taxes &amp; Benefits</td>
<td></td>
<td></td>
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<tr>
<td>General &amp; Administrative Costs</td>
<td></td>
<td></td>
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<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Contract Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Requirements</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Dollars</th>
<th>CPM *</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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 (3 breakfasts = 1 meal)
List total Breakfasts served calculated at 3 = 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 $3.20=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 = ______

**CACFP**
- 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)
- Suppers $X.XX per meal (1 Supper = 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 = ______
List total Suppers served calculated at 1 = 1 meal calculation-
Total Suppers = ______

**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**
Silver Falls School District - RFP – Food Services Management
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:**
(Use Average Daily Meal Counts for proforma development)

<table>
<thead>
<tr>
<th>Participation Categories</th>
<th>Average Daily Severe Need Lunch Meals</th>
<th>Average Daily Severe Need Breakfast Meals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free: Elem. Student</td>
<td>493</td>
<td>250</td>
</tr>
<tr>
<td>Free: MS Student</td>
<td>86</td>
<td>30</td>
</tr>
<tr>
<td>Free: HS Student</td>
<td>211</td>
<td>98</td>
</tr>
<tr>
<td>Reduced-Price: Elem. Student</td>
<td>102</td>
<td>44</td>
</tr>
<tr>
<td>Reduced-Price: MS Student</td>
<td>14</td>
<td>5</td>
</tr>
<tr>
<td>Reduced-Price: HS Student</td>
<td>33</td>
<td>10</td>
</tr>
<tr>
<td>Paid: Student, Elem.</td>
<td>221</td>
<td>33</td>
</tr>
<tr>
<td>Paid: Student, Middle</td>
<td>38</td>
<td>4</td>
</tr>
<tr>
<td>Paid: Student, High</td>
<td>40</td>
<td>5</td>
</tr>
<tr>
<td>Catering</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Student &amp; Adult Ala Carte</td>
<td>$250</td>
<td>N/A</td>
</tr>
<tr>
<td>Summer Program</td>
<td>Total Summer Lunches 5000</td>
<td>Total Summer Breakfast 1500</td>
</tr>
</tbody>
</table>

Catering N/A
Student & Adult Ala Carte $250 N/A
Summer Program Use Total Annual Amount
Reimbursement Rates: Projected rates for 2014-15 School Year

Use Reimbursement rates below for proforma development
*(rates are based on July 1, 2013 established rates and increased by 2.3% (current CPI) for the 2014-15 SY)

<table>
<thead>
<tr>
<th>Category</th>
<th>Severe Lunch</th>
<th>Severe Need Breakfast</th>
<th>CACFP Meals</th>
<th>Federal Snack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free</td>
<td>3.02</td>
<td>1.93</td>
<td>3.00</td>
<td>.82</td>
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<tr>
<td>Reduced-Price</td>
<td>2.61</td>
<td>1.63</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Paid</td>
<td>.30</td>
<td>.28</td>
<td>N/A</td>
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<td>HHFKA Reimbursement</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Commodity Rate/Per Lunch</td>
<td>0.23</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>State Reimb. Rate/Per Lunch</td>
<td>0.04</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Cash in Lieu for CACFP</td>
<td>N/A</td>
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<td>.23</td>
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<tr>
<td>Summer Meals</td>
<td>$3.47</td>
<td>$1.98</td>
<td>N/A</td>
<td>.82</td>
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</tbody>
</table>

Meal Prices:

Use meal prices below for proforma development

<table>
<thead>
<tr>
<th>Category</th>
<th>Lunch</th>
<th>Breakfast</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reduced-Price</td>
<td>$0.40</td>
<td>$0.30</td>
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<tr>
<td>Paid Elem</td>
<td>$2.50</td>
<td>$1.50</td>
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<tr>
<td>Paid Middle</td>
<td>$2.75</td>
<td>$1.50</td>
</tr>
<tr>
<td>Paid High</td>
<td>$3.00</td>
<td>$1.50</td>
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<tr>
<td>Adult</td>
<td>$3.80</td>
<td>$1.50</td>
</tr>
</tbody>
</table>

Service Days:

Use service days below for proforma development

<table>
<thead>
<tr>
<th>School</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Summer</th>
<th>CACFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary School</td>
<td>170</td>
<td>170</td>
<td>45</td>
<td>n/a</td>
</tr>
<tr>
<td>Middle School</td>
<td>170</td>
<td>170</td>
<td>45</td>
<td>n/a</td>
</tr>
<tr>
<td>High School</td>
<td>170</td>
<td>170</td>
<td>45</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Serving Times/Programs:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Lunch</th>
<th>Breakfast</th>
<th>Grades</th>
<th>NSLP</th>
<th>SBP</th>
<th>CACFP</th>
<th>Method*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silverton High School</td>
<td>12:03-1:20</td>
<td>7:30-7:55</td>
<td>9-12</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark Twain School</td>
<td>11:14-12:34</td>
<td>7:30-7:50</td>
<td>7-8</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Butte Creek School</td>
<td>11:15-1:00</td>
<td>8:00-8:20</td>
<td>K-8</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scotts Mills School</td>
<td>11:30-12:30</td>
<td>8:10-8:30</td>
<td>K-8</td>
<td>X</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Robert Frost Sch.</td>
<td>11:30-1:00</td>
<td>7:45-8:05</td>
<td>4-6</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Victor Point School</td>
<td>11:15-11:30</td>
<td>8:15-8:30</td>
<td>K-8</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>School Name &amp; Position</td>
<td>Daily Hours</td>
<td>Scheduled Days*</td>
<td>Average Hourly Rate*</td>
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<td></td>
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<tr>
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<td>-----------------</td>
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<tr>
<td>AB District</td>
<td>3</td>
<td>180</td>
<td>$10.79</td>
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<tr>
<td>AA District</td>
<td>7</td>
<td>180</td>
<td>$13.54</td>
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</tr>
<tr>
<td>CS District</td>
<td>7</td>
<td>180</td>
<td>$14.46</td>
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<tr>
<td>MK District</td>
<td>6</td>
<td>180</td>
<td>$11.20</td>
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<td>RB District</td>
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<td>180</td>
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<tr>
<td>ML District</td>
<td>7</td>
<td>180</td>
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<tr>
<td>RB District</td>
<td>7</td>
<td>180</td>
<td>$14.46</td>
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<td>MD District</td>
<td>7</td>
<td>180</td>
<td>$12.00</td>
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<td></td>
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</tr>
<tr>
<td>EV District</td>
<td>8</td>
<td>180</td>
<td>$14.46</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>MR District</td>
<td>6</td>
<td>180</td>
<td>$12.09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GK District</td>
<td>3</td>
<td>180</td>
<td>$11.20</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>LD District</td>
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<td>180</td>
<td>$13.54</td>
<td></td>
<td></td>
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<td>IA District</td>
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<td>180</td>
<td>$10.41</td>
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<td>4</td>
<td>180</td>
<td>$12.09</td>
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<td></td>
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<tr>
<td>Manager District</td>
<td>8</td>
<td>190</td>
<td>$25.25</td>
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<td></td>
</tr>
</tbody>
</table>

Notes:
- NSLP = Indicates participation in the National School Lunch Program.
- SBP = Indicates participation in the School Breakfast Program.
- SFSP = Summer Food Service Program.
- CACFP = Child and Adult Care Food 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 $3.20 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
* = Includes training and prep days. Average Hourly Rate does not include taxes and benefits.
## Silver Falls School District

### “21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST

#### September

<table>
<thead>
<tr>
<th>Days</th>
<th>Elementary Breakfast OfferedEveryDay</th>
<th>Elementary Lunch OfferedEveryDay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Monday</td>
<td>Holiday Breakfast Burrito</td>
<td>Lunch</td>
</tr>
<tr>
<td>2 Tuesday</td>
<td>Breakfast Burrito</td>
<td>Lunch</td>
</tr>
<tr>
<td>3 Wednesday</td>
<td>Breakfast Burrito</td>
<td>Lunch</td>
</tr>
<tr>
<td>4 Thursday</td>
<td>Breakfast Burrito</td>
<td>Lunch</td>
</tr>
<tr>
<td>5 Friday</td>
<td>Breakfast Burrito</td>
<td>Lunch</td>
</tr>
</tbody>
</table>

**Offered Every Day**
- Breakfast: Cafeteria, Cold Cereal, Chilled Juice or Fresh Fruit
- Cold Cereal
- Chilled Juice or Fresh Fruit
- Variety Bar Offered Daily

**Breakfast Menu**
- **All grades: $1.50**
- **Grades K-6:**
- **Grades 7-8:**
- **Grades 9-12:**

**Menu subject to change without prior notice**

---

### Silver Falls School District

#### “21-DAY CYCLE MENUS” JUNIOR and HIGH SCHOOL LUNCH AND BREAKFAST

#### High School

**February**

- 3 Monday 4 Tuesday 5 Wednesday 6 Thursday 7 Friday
- Mini Corn Dogs, Chili Chippers, Hamburger, Stuffed Crust Pizza, Beef Raviolis w/2
- Breakfast: Chicken Quesadilla, Hot Ham & Cheese, Honey BBQ Chicken, Fish Burger w/cheese, 1 oz Breadsticks
- Variety of Hot Breakfast item tenders w/2 oz roll, Chimichanga w/1 oz
- Cold Cereal, Tator Tots, Sour Cream
- Chilled Juice or Fresh Fruit

- 10 Monday 11 Tuesday 12 Wednesday 13 Thursday 14 Friday
- Lunch: Bean & Cheese Burrito, Chicken Nuggets w/ Hot Dog Mini Pizza, Fish Nuggets w/
- Fresh Deli Sandwich, Chicken Fried Rice w/2 oz roll, BBQ Rib Sandwich, Popcorn Chicken w/1 oz roll
- Variety Bar: egg roll, Hamburger, 1 oz wg roll, Soft Beef Taco
- Oven baked fries

- 17 Monday 18 Tuesday 19 Wednesday 20 Thursday 21 Friday

---
Presidents Day Honey BBQ Chicken Chili w/ 2oz roll Stuffed Crust Pizza Chicken Fajita
No School Tenders w/ 2 oz roll Bean & Cheese Burrito Corn Dog Grilled Cheese San.
BBQ Rib Sandwich
Oven baked tator tots

24 Monday 25 Tuesday 26 Wednesday 27 Thursday 28 Friday
Corn Dog Popcorn Chicken w/ Mac & Cheese w/ French Bread cheese Sweet & Sour Chick.
Chicken Fried Rice w/ 1 oz roll 1 oz bread stick or Pepperoni Pizza over brown rice
egg roll Chicken Quesadilla Chicken Burger Bean & Cheese Fish Burger w/cheese
Fries Enchilada

**Early Release Day**
Monday 24th

The USDA and the State of Oregon are equal opportunity providers and employers
Menu subject to change without prior notice
Fresh Crisp Salad Mix
Fresh Seasonal Vegetables
Variety of Fresh and Seasonal Fruit

Breakfast
All grades: $1.50
Lunch
Grades K-6: $2.50
Grades 7-8: $2.75
Grades 9-12: $3.00
Non Fat Chocolate Milk,
Fat Free Milk and 1% Milk offered daily

A-16
Complete the information for each of the school locations to be served.

For NSLP & SBP:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Physical Address</th>
<th>Telephone #</th>
<th>Contact Name</th>
<th>CNP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silverton High School</td>
<td>1456 Pine St. Silverton Oregon</td>
<td>503-873-6331</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Butte Creek Elementary School</td>
<td>37569 S. Hwy 213 Mt. Angel Oregon 97362</td>
<td>503-829-6803</td>
<td></td>
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<tr>
<td>Eugene Field Elementary School</td>
<td>410 N Water St. Silverton, Oregon</td>
<td>503-873-6341</td>
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<tr>
<td>Mark Twain Middle School</td>
<td>425 N Church St. Silverton Oregon</td>
<td>503-873-5317</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Frost Elementary School</td>
<td>201 Westfield St. Silverton Oregon</td>
<td>503-873-5301</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scotts Mills Elementary School</td>
<td>805 1st St. Scotts Mills, OR 97375</td>
<td>503-873-4394</td>
<td></td>
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<tr>
<td>Silver Crest Elementary School</td>
<td>365 Loar Rd. SE Silverton Oregon</td>
<td>503-873-4428</td>
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<tr>
<td>Victor Point Elementary School</td>
<td>1175 Victor Point Road Silverton Oregon</td>
<td>503-873-4987</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Other sites not currently receiving food service: But would be potential sites for Vended Programs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Physical Address</th>
<th>Telephone #</th>
<th>Contact Name</th>
<th>CNP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Howell Elementary School</td>
<td>8832 Silverton Road NE</td>
<td>503-873-4818</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Silverton, Oregon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evergreen Elementary School</td>
<td>3727 Cascade Hwy. Silverton,</td>
<td>503-873-4845</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oregon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pratum Elementary School</td>
<td>8995 Sunnyview Rd. NE</td>
<td>503-362-8812</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Salem, Oregon</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

Proposer Name (Printed)

Corporate Address of Record

By (Authorized Signature of Person with Authority to Obligate the Proposer Contractually)

Federal Tax Identification Number  |  Dun and Bradstreet Number (DUNS) |  Oregon Secretary of State Business Registry Number

Printed Name  |  Title of Person Signing
<table>
<thead>
<tr>
<th><strong>Date Signed</strong></th>
<th><strong>Telephone Number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Proposer</strong></td>
<td><strong>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Proposer</strong></td>
</tr>
<tr>
<td><strong>Identify Name of Person to be Contacted for Clarification of Proposal</strong></td>
<td><strong>Identify Title of Person Authorized to contact for clarification of Proposal</strong></td>
</tr>
</tbody>
</table>

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 on the district website [http://silverfalls.orvsd.org/](http://silverfalls.orvsd.org/)
REVENUE/EXPENDITURES FOR FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)
(To be completed by LEA)

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>*10 percent of</th>
<th>Column E</th>
<th>*10 percent of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Site Name</td>
<td>Total Enrollment (from Previous October)</td>
<td>x$50 (Minimum Grant Amount)</td>
<td>minimum grant (Column C) amount</td>
<td>x$75 (Maximum Grant Amount)</td>
<td>maximum grant (Column E) amount</td>
</tr>
</tbody>
</table>

*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.

*The FSMC’s compensation for administering the FFVP can be 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%)