

REQUEST FOR PROPOSAL (R.F.P.)

FOR

Croswell-Lexington Community Schools

SCHOOL FOOD SERVICE MANAGEMENT

For The

School Year Starting In July 2002-2003

Pre-bid Meeting January 23, 2002 10:00 AM,

Proposal due February 6, 2002 2:00 PM

Tammie Schadd

Business Manager

5407 E. Peck Rd. Croswell, MI. 48422

810-679-1000

Proposal is for a Cost Reimbursable Contract

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Croswell-Lexington Community Schools herein after referred to as the School Food Authority (SFA). The bidder or Food Service Management Company will be referred to as the FSMC and the contract will be between the FSMC and the SFA.

B. Procurement Method

1. The contract awarded will be a cost reimbursable contract.
2. This is a cost reimbursable contract the bid must be submitted in two parts: a price per meal/meal equivalent and a written proposal. The guaranteed price per meal may be weighted as 50% or more of the evaluation criteria while the presentation must be weighted as less than 50%. Evaluation criteria and method are shown on *Bid Point Calculator and Evaluation Criteria*.

C. Bid Submission and Award

1. Sealed proposals are to be submitted to Croswell-Lexington Community Schools by February 6, 2002 2:00 PM. Proposal is to be submitted in a sealed envelope marked "Food Service Management Bid."
2. Croswell-Lexington Community Schools reserves the right to reject any or all bids, if deemed to be in the best interest of the district.
3. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
4. Awards shall be made to the qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
6. If additional information is required, please contact Tammie Schadd, Business Manager, at 810-679-1000.

D. Incurred Costs

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

E. **Contract Terms**

This contract shall be for a period of one year beginning on or about July 2001 and ending June 30, 2002 with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.

F. **Pre-Bid Meeting**

Interested bidders must meet to review the specifications, to clarify any questions and for a walk-through of the facilities with school officials on January 23, 2002 at 10:00 AM, at the administration offices on 5407 E. Peck Rd., Crosswell, MI. 48422. Attendance is required.

G. **Late Bids**

Any bid received after the exact time specified for receipt will not be considered.

H. **Bonding Requirement**

Bid Guarantee: Bidder shall submit with his/her bid, a bid guarantee in the amount of five percent (5%) of the total bid price, which shall be in the form of a firm commitment such as a bid bond, postal money order, certified check, cashiers check or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids; and (b) to the successful bidder upon execution of such further contractual documents (i.e. insurance coverage) and bonds as may be required by the bid.

I. **Gifts from FSMC**

The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

J. **Selection of Manager**

The SFA reserves the right to interview and approve the on-site food service manager.

K. **Employees**

The current food service employees of the SFA will:

- Continue to be employed by SFA
- Become employees of the FSMC
- Retain interview rights when FSMC hires
- Not be retained
- Other (explain)

L. Meal Equivalents

For the purpose of making the meal count computation, the number of lunches/breakfasts served to children shall be determined by actual count. The FSMC and SFA shall determine meal equivalents by dividing the net 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. This equivalent factor will be used for the optional years of contract renewal (maximum of 4). The revenue shall include catering sales, adult meals and a la carte sales to students and adults **less sales tax**. If applicable, include revenue from vending machine sales as part of the a la carte revenue. **For this RFP the equivalent meal factor will be \$2.24.**

M. Payment and Fees

The following definitions are provided to clarify cost included in the **administrative cost bid**:

Centralized company administrative cost, profit, data processing, generalized marketing, training of management in company specific areas, and legal fees.

The following definitions are provided to clarify **allowable direct costs**:

Food is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered and a la carte meals as specified under (Standard Terms and Conditions). This includes the cost of commodity handling and warehousing charges.

Labor is defined as and limited to on-site employees responsible for the management, preparation, service, and clean up of meals.

Contracted Services cost incurred pay for a service provided by another company. Typical cost would be; laundry services, pest control, and periodic maintenance services. Those costs normally recognized as a part of the FSMC administrative cost couldn't be separately contracted for and charged to the SFA account.

Transportation Cost is cost incurred in operating a food service delivery vehicle. These would include gas, oil, and tune-ups and minor repairs. Cost of the purchase of a vehicle would be a capital expense

Non food Expenses are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. Products embossed with the FSMC logo are not to be considered allowable direct cost items.

Cost of Capital Equipment is the cost of purchasing equipment and installation of equipment exceeding \$5000, which has had prior approval by the SFA.

Goods purchased become the property of the SFA, should not be company specific and must be used solely to benefit the SFA. Reimbursement for cost of goods will be the actual purchases as documented by invoices less all discounts and rebates taken by the company. Where rebates are not made directly to the FSMC without designation to specific FSMC accounts, the FSMC will prorate the discount and

credit the SFA.

STANDARD TERMS AND CONDITIONS

I. SCOPE AND PURPOSE

- A. The Food Service Management Company ("FSMC") shall operate in conformance with the School Food Authority's ("SFA") Agreement with the Michigan Department of Education SM-4458 and attachments.
- B. The FSMC, as an independent contractor, shall have the exclusive right to operate the National School Lunch Program ("NSLP"), and/or School Breakfast Program ("SBP"), and/or Special Milk Program ("SMP").
- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty and staff.
- E. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA food service account. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16(c) and OMB Circular A-102, Attachment O, Section 12.
- F. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture ("USDA") regarding each of the Child Nutrition Programs covered by this contract.
- G. The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk and a la carte prices. Exception: Non pricing programs need not establish a selling price for reimbursable meals/milk.
- I. The FSMC shall provide additional food service, such as banquets, parties, and refreshments for meetings, etc, as requested by the SFA. The SFA or requesting organization will be billed for the actual cost of food, supplies, and labor; plus a mutually agreed upon mark up and the FSMC overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions.

- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- K. The FSMC shall comply with the rules and regulations of the MDE and the USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 245, and 250 and 225, if applicable; and Food and Consumer Services instruction and policy, as applicable.
- L. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch 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 need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Consumer Services, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

II. SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement, SM-4458 and attachments, to participate in the NSLP and/or SBP and/or SMP, including but not limited to the Yearly Report SM4012 (A and/or R), Application Renewal SM 4458R, the Verification of Application Form SM4015, and letters to the MDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement, SM-4012SL.

III. FREE AND REDUCED PRICE MEALS POLICY

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meal eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the Child Nutrition Programs and approved by the MDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under 7 CFR Part 245.8.
- C. The SFA shall be responsible for the development, distribution and collection of the parent letter and application for free and reduced price meals and/or free milk.
- D. The Public School SFA shall be responsible for requesting a direct certification list from

the MDE each year for use to determine eligibility for free meals without obtaining an application from the parent/guardian.

- E. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the FSMC that is not needed for meal counts from free and reduced price meal applications and/or the direct certification list, if used, as required under 7 CFR 210.16(a). The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.
- F. The SFA shall be responsible to conduct any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.
- G. The SFA shall be responsible for verifying applications for free and reduced price meals as required by federal regulations.

IV. USDA DONATED FOOD

- A. Any USDA donated food received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's nonprofit school food and shall be fully utilized therein.
- B. The SFA shall retain title to all USDA donated food.
- C. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated food on behalf of the SFA.
- D. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated food.
- E. The FSMC shall select, accept and use USDA donated food in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA.
- F. The FSMC shall account for all USDA donated food separately from purchased food. The FSMC is required to maintain accurate and complete records with respect to the receipt; use/disposition, storage and inventory of USDA donated food. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of the USDA donated food.
- G. The FSMC shall have records available to substantiate that the full value of all USDA donated food is used solely for the benefit of the SFA.
- H. **This is a cost-base contract**, the FSMC must provide the district with a copy of the quarterly *Recipient Entitlement Balance Report* from MDE.

The values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and are to be based on the USDA commodity file prices pertinent to the time period. This information is available from the Michigan Department of Education, Commodity Distribution Unit.

V. **HEALTH CERTIFICATIONS**

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16(c).

VI. **MEALS**

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP and/or NSLP.
- D. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
- E. The FSMC shall serve reimbursable lunches and breakfasts pursuant to the NSLP where indicated on the enclosed. "*The X Services below...*" form.
- F. The FSMC shall serve reimbursable milk pursuant to the SMP where indicated on the enclosed. *The X Services below...* form
- G. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- H. The FSMC shall provide the specified types of service in the schools/sites listed in *The X Services below...* form which is hereby in all respects made a part of this contract.
- I. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- J. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

VII. **BOOKS AND RECORDS**

- A. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than **twenty** calendar days of the succeeding month in which services were rendered; participation records shall be submitted in a timely manner to facilitate claims submission no later than the tenth (10th) day of the succeeding month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
- C. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly as well as performing random audits on smaller expense categories.
- D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
- E. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
- F. If audit findings regarding the 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.
- G. The FSMC shall not remove state or federal required records from SFA premises upon contract termination.

VIII. **EMPLOYEES**

- A. The SFA shall have final approval authority regarding the hiring of the FSMC's site manager.
- B. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, with the exception of the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

- C. The FSMC shall provide Workers' Compensation coverage for its employees.
- D. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- E. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- F. Staffing patterns, with the exception of the site manager, shall be mutually agreed upon.
- G. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- H. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
- I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the well-being of the students.
- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.

IX. **MONITORING**

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations.
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract, and must be made available to the Auditor General, the USDA, the MDE, and the SFA upon request for the purpose of auditing, examination, and review.

X. **USE OF ADVISORY GROUP/MENUS**

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board comprised of students, teachers, and parents to assist in menu

planning.

- B. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for NSLP, and/or SBP, included in the request for bid/proposal. Any changes made by the FSMC after the first twenty-one (21) day menu for the NSLP and/or SBP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

XI. **USE OF FACILITIES, INVENTORY, EQUIPMENT & STORAGE**

- A. The SFA will make available without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.
- C. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA, including but not limited to, silverware, trays, chinaware, glassware, kitchen utensils.
This will be performed at the beginning of the contract and at the beginning of the school year if the renewal option is utilized.
- D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- F. The FSMC shall maintain adequate storage practices; inventory and control of USDA donated foods in conformance with the SFA's agreement with the Michigan Department of Education.
- G. The SFA shall provide the FSMC with local telephone service.
- H. The SFA shall furnish and install any equipment an/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- I. The SFA shall be responsible for any losses including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- J. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

- K. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- L. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- M. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- N. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- O. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment & commodities owned by the SFA.
- P. The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings in good repair and condition.
- Q. The FSMC shall surrender to the SFA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.

XII. **PURCHASES**

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible consistent with maintaining quality standards.
- B. The SFA shall receive any discounts or rebates for purchases made on their behalf.
- C. This contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.

XIII. **SANITATION**

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the *Cost Responsibility Detail Sheet*.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe

and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including laws related to recycling.

- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XIV. **LICENSES, FEES & TAXES**

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document

- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XV. **NON-DISCRIMINATION**

Both the SFA and the FSMC agree that no child, who participates in the NSLP, SBP, or SMP, will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

XVI. **EMERGENCY CLOSING**

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVII. **TERM & TERMINATION**

- A. This contract shall become effective on **July 1, 2002** and terminate on **June 30, 2003 with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.**
- B. The SFA or the FSMC may terminate the contract for cause by giving sixty (60) days written notice.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

XVIII. **NONPERFORMANCE BY FSMC**

- A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on review or audit findings which occurred during the effective dates of original and renewal contracts.

XIX. **CERTIFICATIONS**

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.
- F. The FSMC **has signed** the Certification of Independent Price Determination, which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- G. The FSMC **has signed** the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- H. The FSMC **has signed** the Certification Regarding Clean Water and Air, which was attached as an addendum to the FSMC's bid, and which is incorporated herein by reference and made a part of this contract.
- I. The FSMC **has signed** the Certification Regarding Disclosure of Lobbying Activities which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.

XX. MISCELLANEOUS

- A. This contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Michigan.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract. If any additional language is proposed by a FSMC it must be submitted with the proposal.**
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This response to the RFP and any riders, addenda or appendices thereto constitutes the entire contract between the SFA and the FSMC.
- F. Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (eg. food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- G. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- H. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- I. This contract is subject to review and approval by the Michigan Department of Education, Food and Nutrition unit .

AGREEMENT PAGE

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

The bidder certifies that all terms and conditions within the Bid Solicitation shall be considered a Part of the contract as if incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by there Duly authorized representative the day and year.

ATTEST:

Schools _____

SCHOOL FOOD AUTHORITY:

Croswell-Lexington

Name: _____

Title _____

Date _____

ATTEST:

FOOD SERVICE MANAGEMENT
COMPANY

Name: _____

Title _____

Date _____

Croswell Lexington Community Schools

Bid Point Calculator and Evaluation Criteria

Maximum Points 100 High Points wins contract		Company Name			
Bid Calculation and evaluation criteria					
Bid (Circle Lowest Bid)					
Subtract lowest bid from bid above					
Divide answer from above by lowest bid					
Subtract answer above from 1					
51 points	Multiply answer above by 51				
Pts. Below	List Other Criteria Below				
5	District Manager Support				
10	FSMC Recommendations				
5	Integrity of budget				
5	Local Support				
9	Food Service Manager				
5	Overall FSMC Reputation				
5	School Food Service Experience				
5	School Food Purchasing Volume				
100 pts.	Total				

Croswell-Lexington Schools - Cost Responsibility Detail Sheet

Indicate with a whether the cost will be paid by FSMC, the District or whether the cost does not apply to the prospective contract.

	Areas of Responsibility	FSMC	SFA	N/A
<i>Food</i>				
	Food Purchases	x		
	Commodity Handling & Processing Charges		x	
	Processing and Payment of Invoices	X		
<i>Non Food</i>				
<i>Labor</i>				
	FSMC Employees:	X		
	Salary/Wages	X		
	Fringe Benefits and Insurance	X		
	Retirement	X		
	Payroll Taxes	X		
	Workers Compensation	X		
	Unemployment Compensation	X		
	Preparation and Processing of Payroll	X		
	SFA Employees:			
	Wages		X	
	Fringe Benefits and Insurance		X	
	Retirement		X	
	Payroll Taxes		X	
	Workers Compensation		X	
	Unemployment Compensation		X	
	Preparation and Processing of Payroll		X	
<i>Miscellaneous/Additional Items</i>				
	Cleaning/Janitorial Supplies		X	
	Paper/Disposable Supplies	X		
	Tickets/Tokens/I.D. System		X	
	Silverware/Glassware		X	
	Initial Inventory		X	

Areas of Responsibility		FSMC	SFA	N/A
Telephone	Replacement During Operation		X	
	Local		X	
	Long Distance		X	
Uniforms		X		
Linens		X		
Laundry		X		
Trash Removal	From Kitchen		X	
	From Dining Area		X	
	From Premises		X	
Pest Control		X		
Equipment Replacement and Repair	Non-expendable		X	
	Expendable		X	
Products and Public Liability Insurance		X	X	
Vehicle Maintenance			x	
Sales Tax			x	
Other taxes and Materials		X	x	
Printing			x	
Promotional Materials		x		
Other (cannot include overhead expenses incurred by FSMC)				
Cleaning Responsibilities				
	Preparation Areas		x	
	Serving Areas		x	
	Kitchen Floors		x	
	Dining Room Floors		x	
	Hoods, Duct work		x	

SAMPLE MINIMUM FOOD SPECIFICATIONS

Meats/Seafood's

All meats, meat products, poultry, poultry products, and fish must be government inspected. Beef, lamb, and veal shall be USDA Grade Choice or better.

Pork Shall be US No. 1 or US no 2

Poultry shall be US Government Grade A

Seafood to be top grad, frozen fish must be 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% candled

Frozen eggs, USDA inspected.

Butter, USDA 92 score or better

Milk pasteurized Grade A

Fruits and Vegetables

Fresh fruits and vegetables selected according to written specifications for freshness, quality and color - US Grade A Fancy.

Canned fruit and vegetables selected to requirements US Grade A Choice and Fancy (Fruit to be packed in light syrup or natural juices.)

Frozen fruits and vegetables shall be US Grade A Choice or better.

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

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

<u>Product</u>	<u>Pack/Size</u>	<u>Specifications</u>
Beans, French Cut	6/#10	Fancy
Beans, Garbanzo (ceci)	6/#10	Extra Standard
Beans, Baby Lima	6/#10	Fancy
Beans, Kidney Dark Red	6/#10	Fancy
Beans, Wax 4sv	6/#10	Fancy
Beans, Chili Hot	6/#10	Fancy
Beans, Sprouts	6/#10	Fancy
Bamboo, Shoots	24/#2	Fancy
Beets, Sliced Salad	6/#10	Standard
Beets, Diced	6/#10	Fancy
Chop Suey Vegetables	6/#10	Fancy
Chow Mien Noodles	6/#10	Domestic
Carrots, Sliced, Medium	6/#10	Imported
Carrots, Diced	6/#10	Fancy
Corn, Whole Kernel	6/#10	Fancy
Mixed Vegetables	6/#10	Fancy
Mushrooms, Pcs & Stems	6/#10	Standard
Onions, whole 200/over	6/#10	Fancy
Peas, Early June 3 sv	6/#10	Fancy
Peas & Carrots	6/#10	Fancy
Green Peppers, Diced	6/#10	Fancy

MINIMUM FOOD SPECIFICATIONS, CONTINUED

<u>Products</u>	<u>Pack/Size</u>	<u>Specifications</u>
Meat/Beef Fresh or Frozen		
Brisket, Fresh, Deckly-off	10/12#	Boneless
Beef, Diced	1" x 1"	Boneless
Round Rump, Shank-off	56-64#	Bone-in
Round Rump, Shank-off	50-57#	Boneless
Ground Beef, Bulk, Pure	10#	80% Lean - 20% Fat Ground
Beef Patties	Pure Size as specify.	US Choice I.Q.F.
Shaved Steaks	2 oz/2.5 oz.	
Hoagie Steak	4/5/6 oz	
Meat/Pork Fresh or Frozen		
Chops, Center Cut	As specified	US #1
Ground Pound	Pound	US #1
Bacon Lay-out	18/22	US #1
Bacon Lay-out	22/26	US #1
Bacon Hotel Style	18/22	US #1
Sausage, Bulk	5#	US #1
Sausage, Patties	1, 1 1/2 or 2 oz.	US #1
Sausage Links, Art. Cas.	16#1oz	US #1
Bacon Canadian	6#	US #1

Meals and Meal Equivalent Calculator
Croswell Lexington Community Schools

Federal Free Lunch Rate	\$ 2.09
Plus Commodity Rate	\$ 0.15
Total	\$ 2.24
Last Year's a la carte and catering income	\$ 130,542
Meal equivalent (Divide Income by Total)	58,277
Breakfast Served	41,732
Lunches Served	260,121
Total Meals and Meal Equivalents	360,131

A la Carte Income includes any income from dining room operations which are not part of the Reimbursable Meals Program.

REVENUE PROVIDED DISTRICT

Croswell Lexington Community Schools

Based upon Equivalent Meal factor of \$ 2.24
 Total Equivalent Meals 360,131

Days of Service Breakfast 183 Lunch 174

Category	Annual meals x	Price=	Revenue
BREAKFAST			
Paid	10007	\$ 1.00	\$ 10,007
Reduced	3835	\$ 0.30	\$ 1,150
LUNCHES			
Paid Elementary	67,027	\$ 1.35	\$ 90,486
Paid Middle School	42,685	\$ 1.50	\$ 64,027
Paid High School	55,094	\$ 1.50	\$ 82,641
Reduced	27,776	\$ 0.40	\$ 11,110
Catering			\$ 13,000
A La Carte Sales	\$ 675.53	174	\$ 117,542

Total Local Revenue \$ 389,963

REIMBURSEMENTS

BREAKFAST

Free	27891	\$ 1.15	\$ 32,074
Reduced	3,835	\$ 0.85	\$ 3,259
Paid	10,007	\$ 0.21	\$ 2,101

LUNCHES

Free	67539	\$ 2.09	\$ 141,158
Reduced	27776	\$ 1.69	\$ 46,941
Paid	164,805	\$ 0.20	\$ 32,961

Federal Reimbursements	\$ 258,495
31 D	\$ 32,000
TOTAL REVENUE	\$ 680,459

LABOR AND FRINGE WORKSHEET

Croswell Lexington Community Schools

School	Employee	Job	Hourly Rate	Hours	Days	Wages	Retirement	Fica	Insurance	Workers Comp.	Total Cost
							12.17%	7.65%		3.5%	
High	Fay Kinnee	Head Cook	\$ 11.19	6.50	193	\$ 14,038	\$ 1,708	\$ 1,074	\$ 12,931	\$ 491	\$ 30,242.48
High	Denise Stone	Cook	\$ 10.73	6.50	193	\$ 13,461	\$ 1,638	\$ 1,030	\$ 12,931	\$ 471	\$ 29,530.84
High	Mary Norman	Cook	\$ 10.73	6.25	193	\$ 12,943	\$ 1,575	\$ 990	\$ 12,915	\$ 453	\$ 28,875.94
High	Cindy Cardwell	Lunch Assist.	\$ 7.73	4.50	183	\$ 6,366	\$ 775	\$ 487	\$ 254	\$ 223	\$ 8,104.05
High	Cindy Systemann	Lunch Assist.	\$ 7.21	3.00	183	\$ 3,958	\$ 482	\$ 303	\$ 254	\$ 139	\$ 5,135.36
High	Chris Walding	Lunch Assist.	\$ 7.21	2.50	183	\$ 3,299	\$ 401	\$ 252	\$ 254	\$ 115	\$ 4,321.80
Middle School	Carol Balla	Head Cook	\$ 11.19	6.50	193	\$ 14,038	\$ 1,708	\$ 1,074	\$ 12,931	\$ 491	\$ 30,242.48
Middle School	Deb Krizman	Cook	\$ 10.73	5.75	183	\$ 11,291	\$ 1,374	\$ 864	\$ 6,009	\$ 395	\$ 19,933.02
Middle School	Kathy Maro	Cook	\$ 10.73	5.50	183	\$ 10,800	\$ 1,314	\$ 826	\$ 2,027	\$ 378	\$ 15,345.45
Middle School	Jane Robertson	Lunch Assist.	\$ 7.73	6.50	183	\$ 9,195	\$ 1,119	\$ 703	\$ 254	\$ 322	\$ 11,593.07
Frostick	Carolyn Hunter	Head Cook	\$ 10.98	5.75	183	\$ 11,554	\$ 1,406	\$ 884	\$ 2,027	\$ 404	\$ 16,275.03
Frostick	Allison Wurminger	Cook helper	\$ 8.00	3.25	183	\$ 4,758	\$ 579	\$ 364	\$ 42	\$ 167	\$ 5,909.57
Frostick	Ann Millitics	Lunch Assist.	\$ 7.73	4.00	183	\$ 5,658	\$ 689	\$ 433	\$ 254	\$ 198	\$ 7,231.89
Geiger	Lori Hunt	Head Cook	\$ 10.98	5.75	183	\$ 11,554	\$ 1,406	\$ 884	\$ 11,567	\$ 404	\$ 25,815.47
Geiger	Debbie Clark	Cook	\$ 10.40	5.00	183	\$ 9,516	\$ 1,158	\$ 728	\$ 2,027	\$ 333	\$ 13,762.13
Geiger	Joanne Krampits	Lunch Assist.	\$ 7.73	4.00	183	\$ 5,658	\$ 689	\$ 433	\$ 254	\$ 198	\$ 7,231.89
Meyer	Angie Campbell	Head Cook	\$ 10.98	6.00	183	\$ 12,056	\$ 1,467	\$ 922	\$ 12,016	\$ 422	\$ 26,883.63
Meyer	Shelia Kotelman	Lunch Assist.	\$ 7.73	3.00	183	\$ 4,244	\$ 516	\$ 325	\$ 254	\$ 149	\$ 5,487.42
Meyer	Jennifer Zangara	Lunch Assist.	\$ 7.73	4.00	183	\$ 5,658	\$ 689	\$ 433	\$ 254	\$ 198	\$ 7,231.89
All	Subs/catering	Various				\$ 10,000		\$ 765		\$ 350	\$ 11,115
TOTAL				94.25		\$ 180,044	\$ 20,694	\$ 13,773	\$ 89,456	\$ 6,302	\$ 310,268

School District Information: Building Demographics

Building Grade Levels and Meal Systems

School	Grades	Meal System
Cros-Lex HS	9-12	Food Based
Cros-Lex MS	6-8	Food Based
Frostick Elem	K-3	Food Based
Geiger Elem	4-5	Food Based
Meyer Elem	K-3	Food Based

*Doneal 1/23/02
11:30 am
AT*

5407 E. Peck Road
Croswell, MI 48422
Phone: 810-679-1000
Fax: 810-679-1005

Croswell-Lexington Community
Schools

Fax

To: Cheryl Schubel

From: Tammie Schadd

Fax: 517-373-4022

Date: January 23, 2002

Co: MDE - Office of School Support Services
School Meals Program

Pages: 2 (Including Cover Sheet)

Re: Additional Page for R.F.P.

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

The new page containing the information you requested is attached. I simply added the omitted information as a new page rather than redo the other page. I hope this meets with your approval.

Please let me know if you require anything further. Thank you for your assistance!



School District Information: Lunch Program ... Price/Counts/Other Income
 Croswell Lexington Community Schools

School	Enrollment	Meal Prices:		Reimbursable Meal ADP:			A la Carte and Other Income
		Adult	Student	Free	Reduced	Paid	
Cros/Lex HS	763	\$ 2.25	\$ 1.50	76	32	317	\$ 393.58
Cros/lex MS	600	\$ 2.25	\$ 1.50	107	51	245	\$ 202.11
Frostick Elem	357	\$ 2.25	\$ 1.35	68	29	110	\$ 23.26
Geiger Elem	413	\$ 2.25	\$ 1.35	93	32	171	\$ 42.79
Meyer Elem	294	\$ 2.25	\$ 1.35	43	15	104	\$ 13.79
TOTAL	2427			388	160	947	\$ 675.53

School District Information: Breakfast Program ... Price/Counts/Other Income
 Croswell Lexington Community Schools

School	Enrollment	Meal Prices:		Reimbursable Meal ADP:			A la Carte and Other Income
		Adult	Student	Free	Reduced	Paid	
Cros/Lex HS	763	\$ 1.25	\$ 1.00	28	5	27	\$ -
Cros/lex MS	600	\$ 1.25	\$ 1.00	36	5	9	\$ -
Frostick Elem	357	\$ 1.25	\$ 1.00	26	2	0	\$ -
Geiger Elem	413	\$ 1.25	\$ 1.00	48	7	9	\$ -
Meyer Elem	294	\$ 1.25	\$ 1.00	15	1	10	\$ -
TOTAL	2427			152	21	55	\$ -

School District Information: The X'ed services below are to be provided at the following locations

Croswell Lexington Community Schools

School	Lunch	Offer vs. Serve		Breakfast	Offer vs. Serve		A La Carte	Adult Meals	Split Session Kindergarten Special Milk
		Lunch	Breakfast		Breakfast	Adult Meals			
Cros/Lex HS	X			X			X	X	
Cros/lex MS	X			X			X	X	
Frostick Elem	X			X				X	
Geiger Elem	X			X				X	
Meyer Elem	X			X				X	

Direct Cost

Uniforms	\$ 1,000
Maint/Equipment/Repairs	\$ 4,500
Travel	\$ 350
Office Supplies	\$ 350
Sales Tax	\$ 1,200
Cleaning Supplies	\$ 1,200
Miscellaneous	\$ 1,000
Total	\$ 9,600

Bid Sheet - Cost Reimbursable Contract
Projected Operating Cost

This bid offered by Croswell Lexington Food Management Company based upon 360,131 equivalent meals per year.

Expenses That SFA is Contracting For as Indicated by a X in Items to Bid Column below.

Expenses	Bid Items	COST
Food Cost - Including Commodities Delivery Charge	X	
Labor		\$ 180,044
Fringe Benefits		\$ 130,225
On-site Manager Salary & Benefits	X	
Direct Cost		\$ 9,600
Non-food cost	X	
Utilities Paid by Food Service Fund		
Other:	X	
FSMC Administrative Cost	X	
FSMC Management Cost	X	
Total Cost		

Bid Price per meal (Total Cost meals and equivalents) _____

Signed: _____
FSMC Management Company Representative Date

This form is to be submitted in a separate envelope marked:
"Bid Price per Meal"

CROSWELL-LEXINGTON COMMUNITY SCHOOLS
SPECIAL REVENUE FUND
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

REVENUES	Food Service	Athletics	Totals	
			Year Ended June 30, 2001	2000
Local Sources	\$ 385,284	\$ 68,361	\$ 453,645	\$ 423,619
State Sources	41,310		41,310	25,506
Federal Sources	280,667		280,667	265,966
TOTAL REVENUES	707,261	68,361	775,622	715,091
OTHER FINANCING SOURCES				
Fund Modifications (Incoming)	5,030	297,456	302,486	260,560
TOTAL REVENUES AND OTHER FINANCING SOURCES	712,291	365,817	1,078,108	975,651
EXPENDITURES				
Salaries	181,606	210,076	391,682	368,654
Purchased Services	77,161	32,797	109,958	95,456
Supplies and Materials	331,023	11,373	342,396	346,749
Other Expenses		6,452	6,452	5,155
Employee Benefits	86,094	57,470	143,564	142,990
Capital Outlay	4,213	38,608	42,821	37,878
TOTAL EXPENDITURES	680,097	356,776	1,036,873	996,882
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures	32,194	9,041	41,235	(21,231)
FUND BALANCE - JULY 1	77,635	15,525	93,160	114,391
FUND BALANCE - JUNE 30	\$ 109,829	\$ 24,566	\$ 134,395	\$ 93,160

October 2001 SM-4012-SL Reimbursement Claim Form

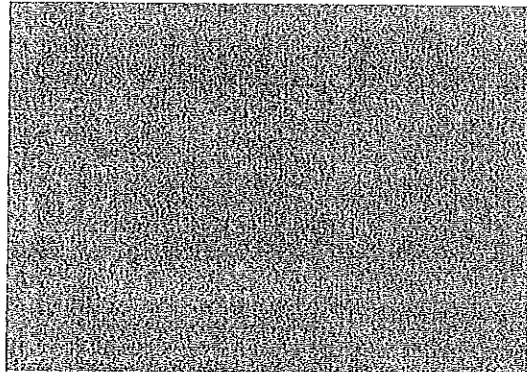
Warning! These records have already been marked as certified.

**Sponsor Name: CROSWELL LEXINGTON COMMUNITY SCHS
 Agreement Number: 76080**

**The following totals are an automatic accumulation of all site data entered.
 Please verify that your totals are correct, and if correct, click the "yes"
 button located on the bottom of this page.**

Breakfast (032)	
5 School(s)	
Total Servings	5116
Total Free	3353
Total Reduced	461

Lunch (034)	
5 School(s)	
Total Servings	28404
Total Free	7375
Total Reduced	3033



Special Milk (036)	
2 School(s)	
Total Sold	1407
Total Free	619
Dairy Price	0115010
4 digits required! Do not enter a decimal point!	

**I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT,
 THAT RECORDS ARE AVAILABLE TO SUPPORT THIS CLAIM,
 AND THAT IT IS IN ACCORDANCE WITH THE TERMS OF THE EXISTING AGREEMENT.**

YES NO

[Return to Certification Month Selection](#)
[Return to Main Menu](#)

School Breakfast, Lunch, and Special Milk Reimbursement Claim (SM-4012-SL)
Claim Overview (View/Print Claim Data)


Sponsor: 76080 (CROSWELL LEXINGTON COMMUNITY SCHS)


Control #: 21010826


Claim Month: October 2001


Certified On:


You May Certify This Claim


Building/Site: 760800841 (CROSWELL LEXINGTON HIGH SCHOOL)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	BREAKFAST (032)	00001304	00000606	00000114	22
Last Edit On: 11/7/2001 2:22:34 PM	LUNCH (034)	00008085	00001452	00000617	19
	REDUCED PRICE APPLICATIONS				000044
	FREE APPLICATIONS				000109
	STUDENT ENROLLMENT				000763
	Overclaim:				


Building/Site: 760806389 (CROSWELL LEXINGTON MIDDLE SCHOOL)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	BREAKFAST (032)	00001097	00000796	00000110	22
Last Edit On: 11/7/2001 2:23:27 PM	LUNCH (034)	00007668	00002037	00000970	19
	REDUCED PRICE APPLICATIONS				000060
	FREE APPLICATIONS				000119
	STUDENT ENROLLMENT				000600
	Overclaim:				

Building/Site: 760801335 (FROSTICK SCHOOL)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	BREAKFAST (032)	00000712	00000572	00000041	22
Last Edit On: 11/7/2001 3:22:10 PM	LUNCH (034)	00003946	00001296	00000560	19
	REDUCED PRICE APPLICATIONS				000044
	FREE APPLICATIONS				000099
	STUDENT ENROLLMENT				000357
	Overclaim:				

Building/Site: SSSM966 (FROSTICK SCHOOL)	MEAL CODE	TOTAL SOLD	TOTAL FREE		
	SPECIAL MILK (036)	00000664	00000315		
Last Edit On: 11/7/2001 3:22:32 PM					
	FREE APPLICATIONS				000017
	STUDENT ENROLLMENT				000058

Building/Site: 760800840 (GEIGER ELEMENTARY SCHOOL)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	BREAKFAST (032)	00001416	00001052	00000164	22
Last Edit On: 11/7/2001 3:22:51 PM	LUNCH (034)	00005627	00001771	00000609	19
	REDUCED PRICE APPLICATIONS				000042
	FREE APPLICATIONS				000104
	STUDENT ENROLLMENT				000413
Overclaim:					

Building/Site: 760802533 (MEYER ELEMENTARY SCHOOL)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	BREAKFAST (032)	00000587	00000327	00000032	22
Last Edit On: 11/7/2001 2:28:02 PM	LUNCH (034)	00003078	00000819	00000277	19
	REDUCED PRICE APPLICATIONS				000019
	FREE APPLICATIONS				000061
	STUDENT ENROLLMENT				000294
Overclaim:					

Building/Site: SSSM967 (MEYER ELEMENTARY SCHOOL)	MEAL CODE	TOTAL SOLD	TOTAL FREE		
	SPECIAL MILK (036)	00000743	00000302		
Last Edit On: 11/7/2001 3:23:35 PM					
	FREE APPLICATIONS				000016
	STUDENT ENROLLMENT				000056

[Return to Sponsor Summary](#)
[Return to Main Menu](#)

Serving Times

HIGH SCHOOL	11:55	12:10	12:30	12:55
MIDDLE SCHOOL	11:30	11:55	12:20	
FROSTICK	11:35	12:05	12:35	
GEIGER	11:15	11:45	12:15	
MEYER	10:55	11:25	11:47	

CROS-LEX ELEMENTARY SCHOOL MENU

OCTOBER 2001



NATIONAL APPLE MONTH

FOOD SERVICES PROVIDED BY CHARTWELLS

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 Cheeseburger w/Bun Green Beans Pears	2 Corn Puppies Perfect Little Peas Pineapple <u>Birthday Cake</u>	3 Ravioli w/Roll Golden Corn Sweet Peaches	4 Hot Ham & Cheese Oven Fries Fresh Apples	5 Soft Taco Rice Carrot Sticks Chilled Applesauce Lucky Tray Day
2 ND CHOICE: PEPPERONI PIZZA				
8 Half Day Breakfast Only	9 Half Day Breakfast Only	10 Half Day Breakfast Only	11 Meat & Cheese Nachos Tiny Little Peas Diced Pears	12 Chicken Nuggets Mashed Potatoes Sliced Peaches Dinner Roll Lucky Tray Day
2 ND CHOICE: HOT DOG w/BUN				
15 Spaghetti w/Meat Sauce Golden Corn Sweet Peaches Breadstick	16 Pork Steak Mashed Potatoes Fresh Fruit Dinner Roll	17 Chicken Rings w/Bread Sliced Carrots Diced Pears Fruit Snack	18 Macaroni & Cheese Mini Pretzel Tiny Green Peas Apple Slices	19 Corn Dog Buttered Noodles Green Beans Fresh Fruit Lucky Tray Day
National School Lunch Week - *Football Raffle All Week - *See details below				
2 ND CHOICE: CHEESE PIZZA				
22 No School Teacher Inservice Day	23 Little Caesar's Pizza Tiny Little Peas Apple Crisp	24 Italian Dippers w/Meat Sauce Toss Salad Sliced Peas <u>Chocolate Pudding</u>	25 Brunch for Lunch Pancakes Sausage Tater Tots Pineapple	26 Chicken Nuggets Mashed Potatoes Sliced Peaches Dinner Roll Lucky Tray Day
2 ND CHOICE: HOT HAM & CHEESE				
29 Hamburger w/Bun Oven Fries Fresh Fruit	30 Grilled Cheese Tomato Soup Chilled Applesauce	31 Chicken Patty w/Bun Golden Corn Peach Cup Sugar Cookie	*Football Raffle - October 15-19 Every day that you buy lunch during the week of October 15-19, you will receive a ticket for the drawing. Prizes will be given on October 23 rd .	
2 ND CHOICE: PEPPERONI PIZZA				

Julie Humphrey, Food Service Manager

Phone: (810) 679-1526

NO PERSON BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR HANDICAP SHALL BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFIT OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION IN OUR UNITED STATES DEPARTMENT OF AGRICULTURE DONATED FOOD AND CHILD NUTRITION PROGRAM.



CROS-LEX MIDDLE SCHOOL MENU

OCTOBER 2001

CHARTWELLS PURCHASED CANTEEN SCHOOL SERVICES DIVISION

NATIONAL APPLE MONTH

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p style="text-align: right;">1</p> <p>Lasagna w/Garlic Toast Green Beans Sliced Pears</p> <p>2nd choice: Pizza Hoagie</p>	<p style="text-align: right;">2</p> <p>Italian Dippers w/Meat Sauce Garden Salad Fresh Fruit</p> <p>2nd choice: Chicken Fajitas</p>	<p style="text-align: right;">3</p> <p>Bacon Cheeseburger Oven Fries Sliced Peaches Chocolate Cake</p> <p>2nd choice: Burrito</p>	<p style="text-align: right;">4</p> <p>Little Caesar's Pizza Tiny Little Peas Pineapple</p> <p>2nd Choice: Chicken Chop Suey</p>	<p style="text-align: right;">5</p> <p>Soft Taco Rice Carrot Sticks Chilled Applesauce</p> <p>2nd choice: Corn Dog</p>
<p style="text-align: right;">8</p> <p>Half Day Breakfast Only</p> <p>Parent Teacher Conferences 5-8 p.m.</p>	<p style="text-align: right;">9</p> <p>Half Day Breakfast Only</p> <p>Parent Teacher Conferences 5-8 p.m.</p>	<p style="text-align: right;">10</p> <p>Half Day Breakfast Only</p> <p>Parent Teacher Conferences 12:30 – 3:30 p.m.</p>	<p style="text-align: right;">11</p> <p>Little Caesar's Pizza Green Peas Fresh Apples</p> <p>2nd choice: Sweet 'n Sour Chicken</p>	<p style="text-align: right;">12</p> <p>Meat & Cheese Nachos Sliced Carrots Diced Pears</p> <p>2nd choice: 2 for 1 Hot Dogs</p>
<p style="text-align: right;">15</p> <p>Bosco Breadsticks With Sauce Green Peas Apple Crisp</p> <p>2nd choice: BBQ Rib Sandwich</p>	<p style="text-align: right;">16</p> <p>Pork Steak Mashed Potatoes Fresh Fruit</p> <p>2nd choice: Chicken Patty</p>	<p style="text-align: right;">17</p> <p>Foot Long Hot Dog Green Beans Sliced Apples</p> <p>2nd choice: Barchetta Pizza</p>	<p style="text-align: right;">18</p> <p>Little Caesar's Pizza Golden Corn Peach Cup</p> <p>2nd choice: Baked Spaghetti</p>	<p style="text-align: right;">19</p> <p>Cheese Bread w/Sauce Sliced Carrots Diced Pears</p> <p>2nd choice: Ravioli w/Roll</p>
<p style="text-align: right;">22</p> <p>No School Teacher Inservice</p>	<p style="text-align: right;">23</p> <p>Turkey & Gravy Mashed Potatoes Peach Cup <u>Peanut Butter Cookie</u></p> <p>2nd choice: Corn Puppies</p>	<p style="text-align: right;">24</p> <p>Spaghetti Garlic Toast Golden Corn</p> <p>2nd choice: Double Cheeseburger</p>	<p style="text-align: right;">25</p> <p>Little Caesar's Pizza Green Peas Sliced Pears</p> <p>2nd choice: Macaroni & Cheese</p>	<p style="text-align: right;">26</p> <p>Brunch for Lunch Pancakes Sausage Tater Tots Sliced Peaches</p> <p>2nd choice: Hot Ham & Cheese</p>
<p style="text-align: right;">29</p> <p>Chicken Fillets Mashed Potatoes Fresh Fruit Dinner Roll</p> <p>2nd choice: Hamburger</p>	<p style="text-align: right;">30</p> <p>Meat & Cheese Nachos Sliced Carrots Chilled Applesauce</p> <p>2nd choice: 2 for 1 Sloppy Joes</p>	<p style="text-align: right;">31</p> <p>Pizza Pockets Corn Sliced Peaches Sugar Cookies</p> <p>2nd choice: Chicken Patty w/Bun</p>	<p>Assorted Deli sandwiches, salads, chicken nuggets, pizza and fresh fruit are available every day.</p> <p>Student lunch \$1.50 Reduced Lunch .40 Milk .30</p>	

Julie Humphrey, Food Service Manager
Phone: (810) 679-1526

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CROS-LEX HIGH SCHOOL MENU

OCTOBER 2001

FOOD SERVICES PROVIDED BY CHARTWELLS

NATIONAL APPLE MONTH

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p style="text-align: right;">1</p> <p>Mexican Lasagna Toss Salad Fresh Fruit</p> <p>2nd choice: Nacho Bar</p>	<p style="text-align: right;">2</p> <p>Sweet /n Sour Chicken w/Rice Sliced Carrots Dinner Roll</p> <p>2nd choice: Pasta Bar</p>	<p style="text-align: right;">3</p> <p>Pizza Casserole Green Beans Pineapple</p> <p>2nd choice: Taco Bar</p>	<p style="text-align: right;">4</p> <p>Little Caesar's Pizza Golden Corn Peaches</p> <p>2nd Choice: Pasta Bar</p>	<p style="text-align: right;">5</p> <p>Bosco Sticks w/Sauce Carrot Sticks Chilled Applesauce</p> <p>2nd choice: Chili/Cheese Fry Bar</p>
<p style="text-align: right;">8</p> <p>Half Day Breakfast Only</p> <p>Parent/Teacher Conferences 5-8 p.m.</p>	<p style="text-align: right;">9</p> <p>Half Day Breakfast Only</p> <p>Parent/Teacher Conferences 5-8 p.m.</p>	<p style="text-align: right;">10</p> <p>Half Day Breakfast Only</p> <p>Parent/Teacher Conferences 12:30-3:30 p.m.</p>	<p style="text-align: right;">11</p> <p>Chicken Chop Suey Green Peas Sliced Pears Dinner Roll</p> <p>2nd choice: Pasta Bar</p>	<p style="text-align: right;">12</p> <p>Bosco Sticks w/Sauce Sliced Carrots Apple Crisp</p> <p>2nd choice: Chili/Cheese Fry Bar</p>
<p style="text-align: right;">15</p> <p>Mostaccioli w/Meat Sauce W/Breadsticks Green Beans Cinnamon Apple Slices</p> <p>2nd choice: Nacho Bar</p>	<p style="text-align: right;">16</p> <p>Chicken Fajita w/Rice Sliced Carrots Diced Pears</p> <p>2nd choice: Pasta Bar</p>	<p style="text-align: right;">17</p> <p>Pork Streak Mashed Potatoes Peach Cup</p> <p>2nd choice: Taco Bar</p>	<p style="text-align: right;">18</p> <p>Little Caesar's Pizza Golden Corn Fresh Apples <u>Chocolate Cake</u></p> <p>2nd choice: Sub Bar</p>	<p style="text-align: right;">19</p> <p>Bosco Sticks w/Sauce Green Peas Chilled Applesauce</p> <p>2nd choice: Chili/Cheese Fry Bar</p>
<p style="text-align: right;">22</p> <p>No School Teacher Inservice</p>	<p style="text-align: right;">23</p> <p>Meat & Cheese Nachos Toss Salad Apple Crisp</p> <p>2nd choice: Pasta Bar</p>	<p style="text-align: right;">24</p> <p>Chicken Parmesan w/Spaghetti Golden Corn Sliced Peaches</p> <p>2nd choice: Taco Bar</p>	<p style="text-align: right;">25</p> <p>Turkey & Gravy Mashed Potatoes Fresh Fruit Dinner Roll</p> <p>2nd choice: Nacho Bar</p>	<p style="text-align: right;">26</p> <p>Bosco Sticks w/Sauce Green Beans Sliced Pears</p> <p>2nd choice: Chili/Cheese Fry Bar</p>
<p style="text-align: right;">29</p> <p>Macaroni & Cheese Green Peas Fresh Fruit Dinner Roll</p> <p>2nd choice: Nacho Bar</p>	<p style="text-align: right;">30</p> <p>Chicken Casserole Toss Salad Diced Pears</p> <p>2nd choice: Pasta Bar</p>	<p style="text-align: right;">31</p> <p>Chicken Fillets Mashed Potatoes Sliced Peaches <u>Sugar Cookie</u></p> <p>2nd choice: Sub Bar</p>	<p>Assorted Deli sandwiches, salads, chicken nuggets, hamburger, chicken patty, and pizza are available every day. Fresh Fruit is also offered daily.</p> <p>Student lunch \$1.50 Reduced Lunch .40</p>	

Julie Humphrey, Food Service Manager
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2001-2002 Hot Lunch Price List

Adult Lunch	\$2.25	Reduced Lunch.....	\$.40
G.L.A.D. Lunch.....	\$2.25	Student Super Lunch (2 entrees)....	\$2.25
Adult Super Lunch (2 entrees).....	\$3.00	Breakfast.....	\$1.00
Student Lunch (elementary).....	\$1.35	Reduced Breakfast.....	\$.30
Student Lunch (secondary).....	\$1.50	Milk.....	\$.30

2001-2002 Ala Carte Price List

**Note: Sandwiches or salad count as meal ...so you are also entitled to fruit and milk.*

Arizona Tea	1.00	Hawaiian Punch.....	.75
Bagel w/cream cheese. . . . .	.75	Ice Cream (regular).....	.50
extra cream cheese. . . . .	.25	Ice Cream (Snickers)	.75
Bosco Sticks.....	2/1.40	Ice Cream (premium).....	.85
Cake, Applecrisp, Jello, Pudding, or similar homemade dessert.....	.50	Juice (pure 4 oz.).....	.25
Candy.....	.60	Juice (pure 6 oz.).....	.45
Chili or soup (when avail.).....	1.35	Little Caesar's Breadsticks.....	1.25
Chips (assorted, small) .....	.35	Little Debbie cake (pre-priced)	
Chips (assorted, large).....	.50	(2 sizes: .25 and .35)	
Cookies (small) homemade.....	.20	Milk (all).....	.30
" " "	2/.35	Mozzarella Sticks.....	3/\$1.00
Cookies (large).....	.35	Onion Rings.....	1.00
.35 (Chocolate Chip & Oatmeal Raisin)		Pizza.....	1.40
Cros-Lex Label Water.....	1.00	Pop Tarts (2 per pack) .....	.75
Country Time Lemonade.....	.75	Pretzel rods.....	.10
Dole Juices.....	1.00	Pretzel (hot-mini).....	.25
Doughnut (super).....	.75	Pretzel (hot - king size).....	.60
Entree (alone- except for sub or taco salad) 1.40		Pringles.....	.65
Second Entree (taken w/lunch) .75		Rice Krispies Treats	
Fortune cookie.....	.05	Homemade	.50
French Fries (small).....	.70	Sparkling Water.....	1.00
(large).....	.90	Soup or Chile. . . . .	.75
Chili for fries.....	.25	String cheese.....	.30
Cheese for fries.....	.25	Sunny Delight.....	.50
French Fries (curly, seasoned).. . . .	1.00	*Taco Salad (pre-plated) (<i>same as student meal</i>)	
Fruit (fresh or serving).....	.40	*Taco Salad (pre-plated) (<i>adult meal</i>)..	.2.25
Fruit by the Foot.....	.45	Veggie of the day (serving).....	.40
Gatorade (20 oz.).....	1.00		

SUCCESSFUL BIDDER CERTIFICATIONS

These forms will be completed by the successful bidder and district representative in duplicate. One copy will be sent with the contract for approval by Michigan Department of Education (MDE). The other copy will be retained by the school district.

- Certificate of Independent Price Determination
- Suspension and Debarment Certification
- Clean Air and Water Certificate
- Disclosure of Lobbying Activities

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 which 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

____ Name of Food Service Management Company Croswell-Lexington Schools

(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 completion, 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 completion.

(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.

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 School Food Authority's Title Date
Company's Authorized Representative

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

____ Signature of School Food Authority's Title Date
Company's Authorized Representative

U. S. DEPARTMENT OF AGRICULTURE

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

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

(Please read instructions before completing Certification.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

R/Award Number or Project Name

Names(s) and Titles(s) of Authorized Representative(s)

Signature(s)

Date

CLEAN AIR AND WATER CERTIFICATE

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 School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Name of Food Service Management Company

Croswell-Lexington Schools

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of Food Service Management
Company's Authorized Representative

Title

Date

Croswell-Lexington Schools
Croswell-Lexington Schools Authorized Representative

Title

Date

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name of Organization

Address of Organization

Address of Organization

Name of Submitting Official

Title of Submitting Official

Signature

Date