



Rodney P. Green, Ph.D.
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February 1, 2006

Dear Company Representative,

East China School District will be accepting bids for the management of the school food service operation for the forthcoming year. The mandatory pre-bid meeting is scheduled for **February 16, 2006 at 10:00 am** at the **East China School District Administrative Offices, 1585 Meisner, East China, MI 48054**. Please respond in writing to indicate whether you will or will not be attending this meeting. A bid packet will be available at that time. There is a 5% bid bond requirement.

The contracting process is strictly controlled by United States Department of Agriculture (USDA) procurement regulations. Please clear all contact with any district personnel, vendors, contractors, or board members with me. Any attempt to unduly influence district staff, administration, vendors, contractors, or board members will automatically disqualify you as a bidder.

If I can provide more information, please call me at **(810) 676-1005**. If you should need to contact the Michigan Department of Education, please call Cheryl Schubel at **(517) 241-2597**.

Sincerely,

Barbara Haman
Executive Director for Finance

**COST
REIMBURSABLE
CONTRACT**

E. CONTRACT TERMS

This contract shall be for a period of one year beginning on or about July 1, 2006 and ending June 30, 2007 with up to four one-year renewals, with mutual agreement between the SFA and the FSMC.

Renegotiation of the administrative and management fees charged to the SFA in subsequent years of the agreement must not increase during the term of this contract.

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 February 16, 2006 at 10:00 am at the following location: East China School District Administrative Offices, 1585 Meisner, East China, MI 48054. 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 SFA does not directly employ any food service workers.

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

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 (MDE) 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), and/or Summer Food Service Program (SFSP).
- 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), 7 CFR 3016, and 7 CFR 3019.
- 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, 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, for 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.

- F. The SFA shall be responsible for conducting 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.
- H. The SFA shall be responsible for performing the annual on-site review.

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 non-profit 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 non-profit food service, subject to approval of the SFA.
- F. The FSMC shall account for all USDA donated food separately from purchased food unless the SFA has chosen not to maintain a separate inventory. 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. **If this is a fixed price contract**, the SFA must determine the existence of the proper pass through value of the USDA donated commodities, e.g., credits or reductions on the invoice in the month of utilization.

If this is a cost-based contract, the FSMC must provide the district with a copy of the quarterly *Recipient Entitlement Balance Report* from MDE.

In either case, 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 MDE Commodity Value Added Listing pertinent to the time period. This information is available from the Michigan Department of Education, Food Distribution Program.

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 (20) 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, MDE Reviewers, or agents of USDA 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.
- H. The SFA shall conduct a quarterly internal review of all records and documentation associated with the procurement of food and non-food items to ensure that the FSMC is complying with all applicable competitive procurement procedures according to 7 CFR Parts 3016 and 3019. The FSMC is to properly credit the SFA's food service account monthly for all discounts, rebates, and allowances received by the FSMC from the purchase of goods and services on the behalf of the SFA.

All costs charged to the SFA must be net of all discounts, rebates, and allowances received by the FSMC. This cost reduction shall be shown on the monthly invoice or operating statement as a credit or reduction to the amount billed to the SFA. In turn, the SFA must ensure that the food service account is being credited for these entitled discounts, rebates, and allowances.

- I. 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 food and non-food inventory records, menus, 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.

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, AND STORAGE

- A. The SFA will make available without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs. However, this does not include the expansion of food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid.
- 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, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive 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 and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- I. The SFA shall be responsible for any losses including USDA 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.

- 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, and 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, SMP or SFSP, 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, 2006 and terminate on June 30, 2007 with up to four one-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. NON-PERFORMANCE BY FSMC

- A. In the event of the FSMC's non-performance 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 over claims, which are attributable to the FSMC's negligence, including those over claims based on review or audit findings, which occurred during the effective dates of original and renewal contracts.

- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract.**
- 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 IFB or 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 (e.g., 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, School Meals Program.

Bid Point Calculator and Evaluation Criteria (Cost Reimbursable Contract Only)						
		Company Name				
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Maximum Points 100 <u>High Points Wins Contract</u></p> </div>						
Bid Calculation and Evaluation Criteria						
	Bid (list bid price per meal from lowest to highest)					
	Subtract lowest bid from bid above	0.00	0.00	0.00	0.00	0.00
	Divide answer from above by lowest bid	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Subtract answer above from 1	1.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	53 Multiply answer above by 53 or more	53.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Pts. Below	List Non-Price Criteria and Sub-criteria Below - (points will total 100 when added to Bid Points)					
5	District Manager Support					
	Experience managing/staffing K-12 school districts food service program (2 pts)					
	Level of support and guidance provided to on-site manager (2 pts)					
	In-state District Manager (1 pt)					
9	FSMC References					
	Relationship/communication with the School District (3 pts)					
	Student/staff/parent satisfaction (3 pts)					
	Awareness and timely compliance w/government regulations/requirements (3 pts)					
3	Integrity/Reliability of Budget and Actual Financial Information					
	Integrity of cost and revenue information (3 pts)					
6	Manager Candidate					
	Experience working in school food service, 5 years or more (2 pts)					
	Experience staffing K-12 breakfast and lunch programs (2 pts)					
	Experience with menu development and special events (2 pts)					
4	Nutrition Education					
	Samples/examples of materials used to promote healthy messages (2 pts)					
	Assistance with implementation of wellness plan (2 pts)					
10	Past Performance					
	Experience working collaboratively w/various school personnel (5 pts)					
	Results of Coordinated Review Effort (CRE) (5 pts)					
5	Plan to Increase Participation					
	Innovative ways of promoting breakfast and lunch programs (2 pts)					
	Alternate menu choices/offerings (2 pts)					
	Innovative ways of providing quick and efficient service (1 pt)					
5	District Specific Requirements					
	Experience working with Meal Magic Point of Service System (5 pts)					
100	TOTAL	53.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

LABOR AND FRINGE WORKSHEET

FSMC Employees

Pay rates for the School Year 2004-2005

School Building*	Job Title*	Hourly Pay	Daily Hrs*	Annual Days*	Total Wages*	Retirement %	FICA/Med %	Wk Comp %	Insurance & Longevity
Holy Cross	Server/Helper	8.00	3.25	160.00	4,160.00	332.80	318.24	332.80	-
St. Clair Middle School	Sandwich Central	8.61	4.25	175.00	6,403.69	512.30	489.88	512.30	28.00
Marine City Middle School	Server/Helper	8.65	4.75	175.00	7,190.31	575.23	550.06	575.23	-
Marine City Middle School	Sandwich Central	8.00	4.00	175.00	5,600.00	448.00	428.40	448.00	-
St. Clair High School	Salad Person	9.32	5.00	175.00	8,155.00	652.40	623.86	652.40	-
Marine City Middle School	2nd Cook	9.38	6.50	175.00	10,669.75	853.58	816.24	853.58	3,225.00
Marine City Middle School	Server/Helper	8.64	4.25	175.00	6,426.00	514.08	491.59	514.08	-
St. Clair High School	Server/Helper	8.54	4.00	175.00	5,978.00	478.24	457.32	478.24	-
St. Clair High School	Server/Helper	8.57	4.00	175.00	5,999.00	479.92	458.92	479.92	-
Gearing Elementary	Server/Helper	8.00	6.00	186.00	8,928.00	714.24	682.99	714.24	28.00
St. Clair Middle School	2nd Cook	9.33	6.25	187.00	10,904.44	872.36	834.19	872.36	28.00
St. Clair Middle School	Server/Helper	8.00	3.25	173.00	4,498.00	359.84	344.10	359.84	-
Belle River Elementary	Server/Helper	8.49	6.00	186.00	9,474.84	757.99	724.83	757.99	28.00
Palms Elementary	Server/Helper	8.65	5.50	186.00	8,848.95	707.92	676.94	707.92	-
Marine City Middle School	Head Cook	10.52	6.75	187.00	13,278.87	1,062.31	1,015.83	1,062.31	28.00
Pine River Elementary	Server/Helper	8.57	6.50	186.00	10,361.13	828.89	792.63	828.89	28.00
St. Clair Middle School	Baker	9.42	6.25	175.00	10,303.13	824.25	788.19	824.25	28.00
Holy Cross	2nd Cook	8.65	4.75	160.00	6,574.00	525.92	502.91	525.92	-
St. Clair High School	2nd Cook	9.41	6.75	187.00	11,877.77	950.22	908.65	950.22	7,627.00
Marine City Middle School	Dishwasher	8.64	4.75	175.00	7,182.00	574.56	549.42	574.56	-
Marine City Middle School	Salad Person	9.10	5.25	175.00	8,360.63	668.85	639.59	668.85	-
St. Clair Middle School	Salad Person	9.42	5.00	175.00	8,242.50	659.40	630.55	659.40	-
Eddy Elementary	Server/Helper	8.56	6.50	186.00	10,349.04	827.92	791.70	827.92	-
Washington Elementary	Server/Helper	8.40	6.00	186.00	9,374.40	749.95	717.14	749.95	28.00
St. Clair Middle School	Head Cook	10.52	7.00	175.00	12,887.00	1,030.96	985.86	1,030.96	53.00
St. Clair Van Driver	Van Driver	9.00	6.50	176.00	10,296.00	823.68	787.64	823.68	-
Marine City Van Driver	Van Driver	10.52	5.50	176.00	10,183.36	814.67	779.03	814.67	-
St. Clair Middle School	2nd Cook	9.41	5.25	175.00	8,645.44	691.64	661.38	691.64	-
Office	Office Support	10.34	7.00	240.00	17,371.20	1,389.70	1,328.90	1,389.70	232.00
Subs/OT/Catering					10,000.00	800.00	765.00	800.00	-
					288,522.44	21,481.80	20,541.97	21,481.80	11,361.00

COST INFORMATION



Based on 169 (Lunch) and 179 (Breakfast) Days of Service in School Year 2004-05

EXPENSES: (From Food Service Account)

TOTAL COST

Food Cost-Including commodities delivery charge	\$ 509,962.00
Labor	\$ 369,522.00
Fringe Benefits	\$ 114,380.00
On-Site Manager Salary & Benefits	**
Contracted Services	\$ 18,997.00
Transportation Cost	\$ 3,044.00
Non-Food (Supplies and Other Materials)	\$ 109,014.00
Indirect Cost (Assigned to food service)	\$ 60,000.00
Other:	
Total	\$ 1,184,919.00

FSMC Administrative Cost and FSMC Management Fee, if applicable, have not been included.
Please refer to the district annual audit for additional cost information.

**On-Site Manager Salary and Benefits are included in the 'Labor' and 'Fringe Benefits' line items above.

SCHOOL DISTRICT INFORMATION: LUNCH PROGRAM...

PRICES/COUNTS/OTHER INCOME

	Enrollment	Meal Prices:		Student	Free	Counts:		Paid	*Total for School Year A la Carte and Other Income (Catering)
		Adult	Student			Reduced	Paid		
	Oct-04								
School Building									
St. Clair High School	1,016	\$ 2.25	\$ 1.60	33	19	62	\$ 173,066		
Riverview High School	184	\$ 2.25	\$ 1.60	14	2	2	\$ 50		
Marine City Middle & High School	1,458	\$ 2.25	\$ 1.60	90	29	59	\$ 189,185		
St. Clair Middle School	713	\$ 2.25	\$ 1.60	52	25	102	\$ 185,957		
Belle River Elementary	344	\$ 2.25	\$ 1.35	57	28	95	\$ 9,500		
Gearing Elementary	370	\$ 2.25	\$ 1.35	40	14	135	\$ 17,020		
Palms Elementary	229	\$ 2.25	\$ 1.35	13	9	93	\$ 7,984		
Pine River Elementary	428	\$ 2.25	\$ 1.35	22	15	172	\$ 9,010		
Eddy Elementary	383	\$ 2.25	\$ 1.35	39	18	143	\$ 7,230		
Washington Elementary	314	\$ 2.25	\$ 1.35	43	25	106	\$ 9,010		
**Cardinal Mooney/Holy Cross	339	\$ 2.25	\$ 1.45	6	3	78	\$ 32,904		
St. Mary's	237	\$ 2.25	\$ 1.35	4	1	58	\$ 7,052		
Total	6,015			413.00	188.00	1,105.00	647,968.00		
*Check one:									
<input type="checkbox"/> The ADP (Average Daily Participation) and A la Carte/Catering Information is based on data from a projection for the current school year (2005-06) using the month(s) of insert month(s), year.									
<input checked="" type="checkbox"/> The ADP (Average Daily Participation) and A la Carte/Catering Information is based on data from the entire previous school year (2004-05).									
**this is an average of the two prices Holy Cross (1.50) and Cardinal Mooney(1.75)									

SCHOOL DISTRICT INFORMATION: BREAKFAST PROGRAM...

PRICES/COUNTS/OTHER INCOME

School Building	Enrollment	Meal Prices:			*Reimbursable Meal ADP:			*Total for School Year A la Carte & Other Income
		Adult	Student	Free	Reduced	Paid		
		Oct-04	Counts:	Free	Reduced	Paid		
St. Clair High School	1,016	\$ 2.00	\$ 1.00	1	1	9	-	
Riverview High School	184	\$ 2.00	\$ 1.00	7	1	2	-	
Marine City Middle & High School	1,458	\$ 2.00	\$ 1.00	-	1	5	-	
St. Clair Middle School	713	\$ 2.00	\$ 1.00	12	3	6	-	
Belle River Elementary	344	\$ 2.00	\$ 1.00	11	3	10	-	
Gearing Elementary	370	\$ 2.00	\$ 1.00	17	2	11	-	
Palms Elementary	229	\$ 2.00	\$ 1.00	6	2	17	-	
Pine River Elementary	428	\$ 2.00	\$ 1.00	5	1	5	-	
Eddy Elementary	383	\$ 2.00	\$ 1.00	9	3	7	-	
Washington Elementary	314	\$ 2.00	\$ 1.00	13	4	7	-	
Cardinal Mooney/Holy Cross	339	N/A	N/A	N/A	N/A	N/A	-	
St. Mary's	237	N/A	N/A	N/A	N/A	N/A	-	
Total	6,015			81.00	21.00	79.00	-	

*Check one:

() The ADP (Average Daily Participation) and A la Carte/Catering Information is based on data from a projection for the current school year (2005-06) using the month(s) of insert month(s), year.

(X) The ADP (Average Daily Participation) and A la Carte/Catering Information is based on data from the entire previous school year (2004-05).

REVENUE INFORMATION

Based on 169 Days of Lunch/179 Days of Breakfast in School Year 2004-05

LOCAL REVENUE			
Breakfasts:	Number Sold:	Price:	
Paid	12,209	\$1.00	\$12,209.00
Reduced	2,925	0.30	877.50
Adult			0.00
		Breakfast Revenue:	\$13,086.50
Lunches:			
Elementary Paid	135,325	1.35	\$182,688.75
Secondary Paid*	49,461	1.60	79,137.60
Reduced	31,587	0.40	12,634.80
Adult	5,669	2.25	12,755.25
		Lunch Revenue:	\$287,216.40 *
Special Milk		Special Milk Revenue:	\$ -
*A la Carte Sales		= \$	598,163.94
Catering and Other Functions		= \$	37,048.34
Other, i.e., Head Start, Senior Citizens, etc.		= \$	-
Other Sponsors		= \$	-
Summer Programs		= \$	-
		Total Local Revenue	\$935,515.18 *

\$647,967.53

*Includes income from vending machines, if applicable.

FEDERAL REIMBURSEMENTS:			
	Number Sold:	Federal Rates for SY 2004-05	
Breakfasts:			
Free	9,470	1.23 \$	11,648.10
Free, severe need	5,235	1.47 \$	7,695.45
Reduced	1,941	0.93 \$	1,805.13
Reduced, severe need	984	1.17 \$	1,151.28
Paid	12,209	0.23 \$	2,808.07
Lunches:			
Free	69,153	2.24 \$	154,902.72
Free, severe need		\$	-
Reduced	31,587	1.84 \$	58,120.08
Reduced, severe need		\$	-
Paid	184,786	0.21 \$	38,805.06
Paid, severe need		\$	-
		Total Meals Reimbursement	\$ 276,935.89
Special Milk:			
Paid		0.1700	0
Free		varies	
		Special Milk Reimbursement	\$ -
		Total Federal Reimbursement	\$ 276,935.89
		State Reimbursement	\$ 56,129.00
		Interest Income	\$ 5,481.00
		Total Local Revenue	\$ 935,515.18
		Total Revenue	\$ 1,274,061.07 *

Check one:

- () These figures are based on projected revenue for the current school year (2005-06) using the month(s) of insert month(s), year. (Remember to change federal reimbursement rates)
- (X) These figures are based on actual revenue from the previous school year (2004-05).

*Revenue totals are understated by approximately \$174 in comparison to the Y/E 4012 Report. Immaterial difference exists because 'Cardinal Mooney/Holy Cross' (considered one building for claim purposes) meal counts are included in 'Secondary Paid' above at \$1.60; as noted on the 'SD Info - Lunch' worksheet, Holy Cross (K-8) lunch price is \$1.50 and Cardinal Mooney (9-12) lunch price is \$1.75. The difference in price creates this immaterial difference.

MEALS AND MEAL EQUIVALENT CALCULATOR

Federal Free Lunch Rate	\$	2.3200	
+ Commodity Rate	\$	0.1750	
Total	\$	2.4950	
*A la carte and catering income	\$	647,967.53	
Meal Equivalents (Divide Income by Total)			259,706
Breakfasts Served			29,839
Lunches Served			285,526
*Total Meals and Meal Equivalents			575,071

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

*Check one:

- () The a la carte and catering income, total meals and meal equivalents is based on data from a projection for the current school year (2005-06) using the month(s) of insert month(s), year.
- (X) The a la carte and catering income, total meals and meal equivalents is based on data from the entire previous school year (2004-05).

SCHOOL DISTRICT INFORMATION: BUILDING DEMOGRAPHICS

AND SERVICE INFORMATION

~~See attached copy of October 2005 claim~~

School Building	Grades	Service Times		Days/Year	Meal System
		Breakfast	Lunch		
St. Clair High School	9-12	SEE ATTACHED SCHEDULE		179	NuMenu
Riverview High School	9-12			179	NuMenu
Marine City Middle & High School	6-12			179	NuMenu
St. Clair Middle School	6-8			179	NuMenu
Belle River Elementary	K-5			179	NuMenu
Gearing Elementary	K-5			179	NuMenu
Palms Elementary	K-5			179	NuMenu
Pine River Elementary	K-5			179	NuMenu
Eddy Elementary	K-5			179	NuMenu
Washington Elementary	K-5			179	NuMenu
Cardinal Mooney/Holy Cross	K-12			148	NuMenu
St. Mary's	K-8			144	NuMenu

<u>School</u>	<u>Breakfast Times</u>	<u>School Lunches</u>
<u>St. Clair End</u> St. Marys	No Breakfast	1st: 12:07-12:27
Eddy	8:15-8:50	1ST: 11:20-11:40 2ND: 11:43-12:03 5th: 12:52-1:12
Gearing	8:30-8:50	1st: 11:20-11:40 2nd: 11:50-12:10 3rd: 12:15-12:35
Pine River	8:15-9:00	1st: 11:15-11:35 2nd: 11:40-12:00 3rd: 12:05-12:25
St. Clair Middle	7:50-8:15	1st: 11:32-11:52 2nd: 12:06-12:26 3rd: 12:35-12:55
St. Clair High	7:00-7:30	1st 10:33-11:13 2nd 11:35-12:15
<u>Marine City End</u> Holy Cross/Cardinal Mooney	No Breakfast	1st: C.M. 10:35-11:00 H.C. 10:45-11:15
Belle River	8:30-8:45	1ST: 11:20-11:40 2ND: 11:35-11:55 3RD: 11:50-12:10
Palms	8:15-8:45	1st: 11:25-12:05 2nd: 12:15-12:55
Washington	8:15-8:40	1st: 11:00-11:20 2nd: 11:20-11:40
Marine City Middle& High	8:00-8:30 MS 7:00-7:30 HS	1st: 10:40-11:05 2nd: 11:24-11:40
		2nd: 12:27-12:47
		3rd: 12:06-12:26 4th: 12:29-12:49 5th: 12:52-1:12
		4th: 12:40-1:00 5th: 1:05-1:25
		4th: 12:20-12:40 5th: 12:40-1:00 6th: 12:50-1:10
		2nd: C.M. 11:05-11:30 H.C. 11:20-11:50
		3rd: C.M. 11:30-11:55 H.C. 11:55-12:20
		4th: 12:05-12:25 5th: 12:20-12:40 6th: 12:40-1:05
		3rd: 11:40-12:00 4th: 11:45-12:05
		3rd: 11:44-12:00 4th: 12:24-12:40
		5th: 12:00-12:20 6th: 12:20-12:40 7th: 12:40-1:00

October SM-4012-SL Reimbursement Claim Form

Sponsor Name: EAST CHINA SCHOOL DISTRICT
 Agreement Number: 74050

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) 10 School(s)	
Total Servings	5512
Total Free	3341
Total Reduced	664

Lunch (034) 12 School(s)	
Total Servings	39070
Total Free	10605
Total Reduced	3697

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 Main Menu](#)

Certified 11/15/05

School Meals Program Claims System

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| User Management |

CLAIM OVERVIEW

Sponsor: 74050 EAST CHINA SCHOOL DISTRICT	Control #: 61010802
Claim Month: October	Certified On:
You May Certify This Claim	

Site: 740501433 BELLE RIVER ELEMENTARY SCHOOL Last Edit On: 11/9/2005 10:05:45 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000822	00000227	00000425	00000170	21	000082	000028	000340
LUNCH	00003925	00002176	00001335	00000414	20			

Enter/Edit Site Data

Site: 740506978 CARDINAL MOONEY/HOLY CROSS Last Edit On: 11/9/2005 9:43:54 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
LUNCH	00001582	00001455	00000068	00000059	17	000006	000006	000338

Enter/Edit Site Data

Site: 740502120 GEARING ELEM SCH Last Edit On: 11/9/2005 9:46:03 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000809	00000209	00000431	00000169	21	000047	000034	000376
LUNCH	00003614	00002448	00000690	00000476	20			

Enter/Edit Site Data

Site: 740502375 MARINE CITY MIDDLE SCHOOL Last Edit On: 11/15/2005 4:16:17 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000935	00000240	00000602	00000093	21	000205	000069	001463
LUNCH	00005068	00001945	00002506	00000617	20			

Enter/Edit Site Data

Site: 740502934 PALMS ELEMENTARY SCHOOL Last Edit On: 11/9/2005 9:47:37 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000268	00000218	00000050	00000000	21	000014	000008	000224
LUNCH	00002100	00001800	00000215	00000085	20			

Enter/Edit Site Data

Site: 740501051 PINE RIVER ELEMENTARY SCHOOL

Last Edit On: 11/9/2005 9:49:01 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000203	00000071	00000107	00000025	21	000047	000022	000454
LUNCH	00004796	00003825	00000666	00000305	20			
Enter/Edit Site Data								

Site: 740508924 RIVERVIEW EAST HIGH SCHOOL

Last Edit On: 11/15/2005 4:16:43 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000475	00000000	00000475	00000000	21	000031	000012	000218
LUNCH	00000450	00000001	00000449	00000000	20			
Enter/Edit Site Data								

Site: 740503664 ST CLAIR HIGH SCHOOL

Last Edit On: 11/15/2005 4:17:09 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000384	00000088	00000253	00000043	21	000091	000043	001038
LUNCH	00003451	00002056	00001071	00000324	20			
Enter/Edit Site Data								

Site: 740503665 ST CLAIR MIDDLE SCHOOL

Last Edit On: 11/15/2005 4:17:25 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000467	00000145	00000250	00000072	21	000079	000042	000743
LUNCH	00004894	00003053	00001335	00000506	20			
Enter/Edit Site Data								

Site: 740502900 ST MARYS ELEM

Last Edit On: 11/9/2005 9:55:15 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
LUNCH	00001265	00001086	00000064	00000115	17	000007	000013	000237
Enter/Edit Site Data								

Site: 740504153 THEO V EDDY ELEM SCHOOL

Last Edit On: 11/9/2005 9:56:25 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000381	00000098	00000214	00000069	21	000071	000025	000401
LUNCH	00004237	00002717	00001131	00000389	20			

Site: 740504376 WASHINGTON ELEM SCHOOL

Last Edit On: 11/15/2005 4:17:41 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000768	00000211	00000534	00000023	21	000068	000028	000327
LUNCH	00003688	00002206	00001075	00000407	20			

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Cost Responsibility Detail Sheet

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

<u>Areas of Responsibility</u>	<u>FSMC</u>	<u>SFA</u>	<u>N/A</u>
<u>Food</u>			
Food Purchases	X		
Commodity Handling & Processing Charges	X		
Processing and Payment of Invoices	X		
<u>Non-Food</u>			
	X		
<u>Labor</u>			
FSMC Employees			
Salary/Wages	X		
Fringe Benefits & Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation & Processing of Payroll	X		
SFA Employees			
Wages			X
Fringe Benefits & Insurance			X
Retirement			X
Payroll Taxes			X
Workers Compensation			X
Unemployment Compensation			X
Preparation & Processing of Payroll			X
<u>Miscellaneous/Additional Items</u>			
Cleaning/Janitorial Supplies	X		
Paper/Disposable Supplies	X		
Tickets/Tokens/I.D. System		X	
Silverware/Glassware			
Initial Inventory	X		
Replacement During Operation	X		
<u>Telephone</u>			
Local		X	
Long Distance		X	
<u>Uniforms</u>			
	X		
<u>Linens</u>			
	X		
<u>Laundry</u>			
	X		

<u>Areas of Responsibility</u>	<u>FSMC</u>	<u>SFA</u>	<u>N/A</u>
<u>Trash Removal</u>			
From Kitchen		X	
From Dining Area		X	
From Premises		X	
<u>Pest Control</u>		X	
<u>Equipment Replacement & Repair</u>			
Non-expendable		X	
Expendable		X	
<u>Products & Public Liability</u>	X	X	
<u>Insurance</u>	X	X	
<u>Equipment Rental - copier</u>		X	
<u>Car/Truck Rental (explain)</u>			X
<u>Vehicle Maintenance</u>		X	
<u>Storage Costs</u>			X
<u>Courier Services</u>			X
<u>Non-FSMC Employee Recruitment</u>			X
<u>Sales Tax</u>			X
<u>Other Taxes and Materials</u>			X
<u>Printing</u>		X	
<u>Promotional Materials</u>	X		
<u>Other (cannot include overhead expenses incurred by FSMC)</u>			X
<u>Cleaning Responsibilities</u>			
Preparation Areas	X		
Serving Areas	X		
Kitchen Floors		X	
Dining Room Floors		X	
Hoods, Duct Work		X	
Routine Cleaning of Tables and Chairs		X	
Cafeteria Walls		X	
Light Fixtures		X	
Windows		X	
Grease Traps		X	
Restrooms		X	

EAST-CHINA ELEMENTARY BREAKFAST MENU OCTOBER 2005

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
Blueberry Elfin Loaf String Cheese 100% Juice or Fresh Fruit Chilled Milk	Mini Pancakes Sausage 100% Juice or Fresh Fruit Chilled Milk	Bagel & Cream Cheese 100% Juice or Fresh Fruit Chilled Milk	Waffle Sticks 100% Juice or Fresh Fruit Chilled Milk	Cinnamaina French Toast Bites 100% Juice or Fresh Fruit Chilled Milk
Join us for Breakfast only \$1.00 & Reduced \$.30				
10	11	12	13	14
Trix Watermelon Yogurt Graham Crackers 100% Juice or Fresh Fruit Chilled Milk	Sausage Breakfast Pizza 100% Juice or Fresh Fruit Chilled Milk	Yogurt & Granola Parfait 100% Juice or Fresh Fruit Chilled Milk	Egg & Cheese English Muffin 100% Juice or Fresh Fruit Chilled Milk	Apple Cinnamon Muffin Goldfish Graham 100% Juice or Fresh Fruit Chilled Milk
17	18	19	20	21
Bagel Stick Filled w/Cream Cheese 100% Juice or Fresh Fruit Chilled Milk	French Toast Sticks 100% Juice or Fresh Fruit Chilled Milk	Sara Lee Jumbo Blueberry Muffin 100% Juice or Fresh Fruit Chilled Milk	Cinnamon Breadsticks 100% Juice or Fresh Fruit Chilled Milk	Trix Strawberry- Banana Yogurt Graham Crackers 100% Juice or Fresh Fruit Chilled Milk
Food Services provided by Chartwells				
24	25	26	27	28
Kellogg's Assorted Pop Tarts 100% Juice or Fresh Fruit Chilled Milk	Sausage Pancake on a Stick 100% Juice or Fresh Fruit Chilled Milk	Danimals Strawberry Yogurt Graham Crackers 100% Juice or Fresh Fruit Chilled Milk	Ham & Cheese Bagel 100% Juice or Fresh Fruit Chilled Milk	Apple Cinnamon Journey Bar String Cheese 100% Juice or Fresh Fruit Chilled Milk
Menu subject to change without notice				
31	<p style="font-size: 1.2em; margin: 0;">Offered Daily: Cereal with Graham Crackers</p> <p style="font-size: 1.2em; margin: 0;">Hot Breakfast Every Tuesday & Thursday</p>			
Sara Lee Jumbo Cheese Streusel Muffin 100% Juice or Fresh Fruit Chilled Milk				

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.

Julie Humphrey, Director of Dining Services
Phone: (810) 676-1112

EAST CHINA ELEMENTARY MENU

OCTOBER 2005

New Weekly
Second Choice

FOOD SERVICES PROVIDED BY CHARTWELLS
MENU SUBJECT TO CHANGE WITHOUT NOTICE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<div style="text-align: right; font-weight: bold;">3</div> Spaghetti w/ Meapballs Dinner Roll Seasoned Peas Mandarin Oranges Chilled Milk	<div style="text-align: right; font-weight: bold;">4</div> Chicken Nuggets Wheat Roll Carrot Coins Chilled Applesauce Chilled Milk	<div style="text-align: right; font-weight: bold;">5</div> Meat & Cheese Nachos White Rice Green Beans Orange Wedges Chilled Milk	<div style="text-align: right; font-weight: bold;">6</div> <u>Breakfast For Lunch</u> Pancakes Sausage Patties Apple Juice Fresh Grapes Chilled Milk	<div style="text-align: right; font-weight: bold;">7</div> Cheeseburger w/bun Golden Corn Sweet Peaches Chilled Milk
Weekly 2 nd choice: Bag Lunch with Bagel/Yogurt				
<div style="text-align: right; font-weight: bold;">10</div> Cheese Pizza Bread Stick Carrot Sticks Chilled Applesauce Chilled Milk	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> National School Lunch Week Oct. 10-14 </div>		<div style="text-align: right; font-weight: bold;">13</div> Beef Soft Taco Garnished w/ Cheddar Cheese Fresh Lettuce & Tomato Fresh Fruit Chilled Milk	<div style="text-align: right; font-weight: bold;">14</div> Jumbo Hot Pretzel W/Cheese Sauce Broccoli Peaches Chilled Milk Lucky Tray Day
Weekly 2 nd Choice: Chicken Patty w/Bun				
<div style="text-align: right; font-weight: bold;">17</div> Cheese Quesadilla Corn on the Cob Mixed Fruit Chilled Milk	<div style="text-align: right; font-weight: bold;">18</div> Ham & Cheese Bagel Carrot Sticks w/ Dip Pineapple Chunks Chilled Milk	<div style="text-align: right; font-weight: bold;">19</div> Breaded Chicken Leg Wheat Bread Baked Potato Fresh Fruit Chilled Milk	<div style="text-align: right; font-weight: bold;">20</div> Macaroni & Cheese Italian Breadstick Broccoli Sweet Peaches Chilled Milk	<div style="text-align: right; font-weight: bold;">21</div> Chicken Patty Carrot Sticks Chilled Applesauce Chilled Milk
Weekly 2 nd Choice: Cheese Pizza				
<div style="text-align: right; font-weight: bold;">24</div> Pizza Pocket Bread Stick Green Peas Fresh Fruit Chilled Milk	<div style="text-align: right; font-weight: bold;">25</div> <u>Breakfast For Lunch</u> Waffle Sticks Sausage Patties Apple Juice Peaches Chilled Milk	<div style="text-align: right; font-weight: bold;">26</div> Grilled Cheese Vegetable Soup Crackers Sliced Pears Chilled Milk	<div style="text-align: right; font-weight: bold;">27</div> Salisbury Steak Wheat Bread Mashed Potatoes & Gravy Sweet Peaches Chilled Milk	<div style="text-align: right; font-weight: bold;">28</div> Bosco Sticks w/Pizza Sauce Carrot Sticks Chilled Applesauce Chilled Milk
Weekly 2 nd Choice: Chicken Nuggets				
<div style="text-align: right; font-weight: bold;">31</div> Breakfast Only Half Day	Student Lunch \$1.50 Reduced Lunch .40 Milk .35 Assorted Fresh Fruit and Garden Salad with Dressing Served Daily.	<div style="text-align: center;"> <p>Julie Humphrey, Director of Dining Services</p> <p>Phone: (810) 676-1112</p> </div>		

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.

Secondary

BREAKFAST

A Key to Academic Excellence



BREAKFAST MENU OCTOBER 2005

FOOD SERVICES PROVIDED BY CHARTWELLS

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
PAID BREAKFAST ONLY \$1.00				
REDUCED ONLY \$.30				
DAILY SPECIAL French Toast Sticks 100% Juice Or Fresh Fruit Chilled Milk	DAILY SPECIAL English Muffin w/ Egg & Cheese 100% Juice Or Fresh Fruit Chilled Milk	DAILY SPECIAL Hot Biscuit w/ Egg, Cheese, & Sausage 100% Juice Or Fresh Fruit Chilled Milk	DAILY SPECIAL Breakfast Pizza 100% Juice Or Fresh Fruit Chilled Milk	DAILY SPECIAL Hot Ham & Cheese Bagel 100% Juice Or Fresh Fruit Chilled Milk
MENU SUBJECT TO CHANGE WITHOUT NOTICE.				
Offered Daily Yogurt Bagel with Cream Cheese Assorted Jumbo Sara Lee Muffins Assorted pop Tarts Assorted Cereal with Graham Crackers				

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.

Julie Humphrey, Director of Dining Services
Phone: (810) 676-1112

Secondary Schools

Station Available Daily	Daily Specials				
	Monday	Tuesday	Wednesday	Thursday	Friday
Origins Choice of fresh Or canned fruit Choice of fresh Vegetable Choice of milk	3 Fiesta Bar	4 Pasta Bar	5 Chicken Nuggets	6 Philly Steak Bar	7 Spaghetti w/ Meatballs
Trattoria Choice of vegetable Choice of fruit Choice of milk Featured Daily Cheese Pizza Pepperoni Pizza Bosco Sticks	Sausage Pizza	Meatball Pizza	Bacon Pizza	Hawaiian Pizza	Vegetable Pizza
Sandwich Central Featured Daily Deli Sandwich Made the way you like it with our Chartwells Premium Deli Choices	Italian Hoagie Assorted Deli Sandwich Made To Order Daily	Turkey and Cheese Hoagie Assorted Deli Sandwich Made To Order Daily	Roast Beef on A Onion Roll Assorted Deli Sandwich Made To Order Daily	Chunky Tuna Salad on Wheat Bread Assorted Deli Sandwich Made To Order Daily	Ham & Cheese Hoagie Assorted Deli Sandwich Made To Order Daily
Fresh Grille Featured Daily Hamburger, Cheeseburger & Chicken Patty on a Bun	Cheddar Burger On A Kaiser	Ham & Cheese On a Kaiser	Grilled Chicken Patty With Provolone on an Onion Bun	Turkey & Swiss On Rye	Spicy Chicken Patty on a Bun
Garden Emporium Featured Daily: Full Salad bar with rotating fresh made salad toppings	Cottage Cheese	Egg Salad	Taco Salad	Pasta Salad	Tuna Salad

All Lunches Include:
 Choice of Two From: Hot or Fresh Vegetable, Canned or Fresh Fruit or Fruit Juice
 And: Choice of Milk
Sandwich Central Premium Lunch \$2.50 Ala Carte \$2.50
Student Regular Lunch \$1.75 Reduced Lunch \$1.40 Adult Lunch \$2.50

The School Lunch Program is Operated in accordance with the U.S. Department of Agriculture policy which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any Person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250. Food Service Provided By Chartwells. Menu Subject To Change Without Notice

Secondary Schools

Station Available Daily	Daily Specials				
	Monday	Tuesday	Wednesday	Thursday	Friday
Origins Choice of fresh Or canned fruit Choice of fresh Vegetable Choice of milk	10 Salisbury Steak	11 Chili Dog Bar	12 Chicken Nuggets	13 Wet Burrito	14 Italian Meatball Sub
Trattoria Choice of vegetable Choice of fruit Choice of milk Featured Daily Cheese Pizza Pepperoni Pizza Bosco Sticks	Ham & Cheese Pizza	Vegetable Pizza	Cajun Chicken Pizza	Hawaiian Pizza	Sausage & Cheese Pizza
Sandwich Central Featured Daily Deli Sandwich Made the way you like it with our Chartwells Premium Deli Choices	Salami & Cheese on Whole Wheat Assorted Deli Sandwich Made To Order Daily	Ham & Cheese Hoagie Assorted Deli Sandwich Made To Order Daily	Egg Salad On White Assorted Deli Sandwich Made To Order Daily	Turkey & Swiss On Rye Assorted Deli Sandwich Made To Order Daily	Vegetable & Cheese Wrap Assorted Deli Sandwich Made To Order Daily
Fresh Grille Featured Daily Hamburger, Cheeseburger & Chicken Patty on a Bun	Foot Long Hot Dog	Beef & Cheddar Sauce On an Onion Roll	Hot Ham & Cheese On A Bagel	Fishwich On A Bun	Swiss Burger On A Kaiser
Garden Emporium Featured Daily: Full Salad bar with rotating fresh made salad toppings	Macaroni Salad	Egg Salad	Ham Salad	Pasta Salad	Cole Slaw

All Lunches Include:
Choice of Two From: Hot or Fresh Vegetable, Canned or Fresh Fruit or Fruit Juice
And: Choice of Milk
Sandwich Central Premium Lunch \$2.50 Ala Carte \$2.50
Student Regular Lunch \$1.75 Reduced Lunch \$1.40 Adult Lunch \$2.50

The School Lunch Program is operated in accordance with the U.S. Department of Agriculture policy, which does not permit discrimination because of race, color, sex, age, handicap or national origin. Any Person who believes that he or she has been discriminated against in any U.S.D.A. activity should write to the Secretary of Agriculture, Washington, D.C. 20250. Food Service Provided By Chartwells. Menu Subject To Change Without Notice

Secondary Schools

Station Available Daily	Daily Specials				
	Monday	Tuesday	Wednesday	Thursday	Friday
Origins Choice of fresh Or canned fruit Choice of fresh Vegetable Choice of milk	17 Potato Bar	18 Baked Spaghetti	19 Chicken Nuggets	20 Frito Pie	21 Macaroni & Cheese
Trattoria Choice of vegetable Choice of fruit Choices of milk Featured Daily Cheese Pizza Pepperoni Pizza Bosco Sticks	Ham Pizza	Philly Steak Pizza	East China Supreme Pizza	Chicken Parmesan	Pizza Bagel
Sandwich Central Featured Daily Deli Sandwich Made the way you like it with our Chartwells Premium Deli Choices	Turkey and Cheese Hoagie	Grilled Cheese & Bacon	Ham Salad on a Bagel	Italian Hoagie	Sante Fe Wrap
Fresh Grille Featured Daily Hamburger, Cheeseburger & Chicken Patty on a Bun	Corn Dog	Ranch Chicken Patty On a Kaiser	Turkey & Cheese on Wheat	Ham & Cheese On a Bagel	Bacon Cheese Burger On A Kaiser
Garden Emporium Featured Daily: Full Salad bar with rotating fresh made salad toppings	Cottage Cheese	Tuna Salad	Egg Salad	Pasta Salad	Macaroni Salad

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All Lunches Include:
 Choice of Two From: Hot or Fresh Vegetable, Canned or Fresh Fruit or Fruit Juice
 And: Choice of Milk
 Sandwich Central Premium Lunch \$2.50 Ala Carte \$2.50
 Regular Lunch \$1.75 Reduced Lunch \$.40

Secondary Schools

Station Available Daily	Daily Specials				
	Monday	Tuesday	Wednesday	Thursday	Friday
Origins Choice of fresh Or canned fruit Choice of fresh Vegetable Choice of milk	24	25	26	27	28
	French Toast Sticks Sausage	Ham & Scalloped Potato Casserole	Chicken Tetrazzini	Lasagna with Garlic Bread	Baked Chicken Drumstick with Mashed Potatoes and Gravy
Trattoria Choice of vegetable Choice of fruit Choice of milk Featured Daily Cheese Pizza Pepperoni Pizza Bosco Sticks	Vegetable Pizza	Taco Pizza	Sausage Pizza	Pepperoni Stromboli	Bacon Pizza
Sandwich Central Featured Daily Deli Sandwich Made the way you like it with our Chartwells Premium Deli Choices	Egg Salad on Wheat	Parisian Ham and Cheese Wrap	Turkey and Cheese Hoagie	Chunky Tuna Salad on Multigrain Bread	Cheese Quesadilla
Fresh Grille Featured Daily Hamburger, Cheeseburger & Chicken Patty on a Bun	Pizza Burger On A Kaiser	Ham & Cheese On a Kaiser	Grilled Chicken Patty With Provolone on an Onion Bun	Turkey & Swiss On Rye	Polish Sausage
Garden Emporium Featured Daily: Full Salad bar with rotating fresh made salad toppings	Pasta Salad	Egg Salad	Taco Salad	Macaroni Salad	Tuna Salad

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All Lunches Include:
 Choice of Two From: Hot or Fresh Vegetable, Canned or Fresh Fruit or Fruit Juice
 And: Choice of Milk
 Sandwich Central Premium Lunch \$2.50 Ala Carte \$2.50
 Regular Lunch \$1.75 Reduced Lunch \$.40

East China Staff Menu

October 2005

3	4	5	6	7
<p><u>Sandwich</u> Turkey & Cheese on Wheat <u>Balanced Choice</u> Pepperoni & Cheese Pizza <u>Soup</u> Tomato</p>	<p><u>Sandwich</u> Egg Salad on White <u>Balanced Choice</u> Turkey Wrap <u>Premier Salad</u> Chicken Breast Salad <u>Soup</u> Turkey Noodle</p>	<p><u>Sandwich</u> Ham & Cheese on Wheat <u>Balanced Choice</u> Santa Fe Wrap <u>Premier Salad</u> Greek Salad <u>Soup</u> Vegetable</p>	<p><u>Sandwich</u> Roast Beef on Onion Roll <u>Balanced Choice</u> Veggie Pita <u>Premier Salad</u> Antipasto Salad <u>Soup</u> Potato</p>	<p><u>Sandwich</u> Turkey BLT Wrap <u>Balanced Choice</u> Veggie Pita <u>Soup</u> Minestrone</p>
10	11	12	13	14
<p><u>Sandwich</u> Italian Sub <u>Balanced Choice</u> Santa Fe Wrap <u>Soup</u> Turkey Rice</p>	<p><u>Sandwich</u> Chicken Ranch Wrap <u>Balanced Choice</u> Turkey Honey Wheat Wrap <u>Premier Salad</u> Chicken Breast Salad <u>Soup</u> Cheesy Broccoli</p>	<p><u>Sandwich</u> Parisan Ham & Cheese On A Bagel <u>Balanced Choice</u> Egg Salad on Wheat <u>Premier Salad</u> Mandarin Chicken Salad <u>Soup</u> Turkey Barley</p>	<p><u>Sandwich</u> Roast Beef on Onion Roll <u>Balanced Choice</u> Veggie Pita <u>Premier Salad</u> Chicken Caesar <u>Soup</u> Vegetable</p>	<p><u>Sandwich</u> Tuna Salad on Wheat <u>Balanced Choice</u> Chef's Salad <u>Soup</u> Turkey Noodle</p>
17	18	19	20	21
<p><u>Sandwich</u> Turkey Wrap <u>Balanced Choice</u> Pepperoni & Cheese Pizza <u>Soup</u> Tomato</p>	<p><u>Sandwich</u> Chicken Caesar Wrap <u>Balanced Choice</u> Turkey & Cheese on a Bagel <u>Premier Salad</u> Chicken Breast Salad <u>Soup</u> Turkey Rice</p>	<p><u>Sandwich</u> Egg Salad on White <u>Balanced Choice</u> Santa Fe Wrap <u>Premier Salad</u> Spicy Breaded Chicken Tortilla <u>Soup</u> Bean</p>	<p><u>Sandwich</u> Beef & Cheddar on an Onion Bun <u>Balanced Choice</u> Veggie Pita <u>Premier Salad</u> Chicken Caesar Salad <u>Soup</u> Turkey Noodle</p>	<p><u>Sandwich</u> Tuna Salad on Wheat <u>Balanced Choice</u> Chef's Salad <u>Soup</u> Stuffed Pepper</p>
24	25	26	27	28
<p><u>Sandwich</u> Turkey Sub <u>Balanced Choice</u> Pepperoni & Cheese Pizza <u>Soup</u> Cheesy Broccoli</p>	<p><u>Sandwich</u> Chicken Ranch Wrap <u>Balanced Choice</u> Turkey Wrap <u>Premier Salad</u> Chicken Breast Salad <u>Soup</u> Vegetable</p>	<p><u>Sandwich</u> Chicken Caesar Wrap <u>Balanced Choice</u> Turkey & Cheese on a Bagel <u>Premier Salad</u> Taco Salad <u>Soup</u> Tomato Macaroni</p>	<p><u>Sandwich</u> BLT on an Onion Bun <u>Balanced Choice</u> Tuna Plate <u>Premier Salad</u> Chicken Caesar <u>Soup</u> Potato</p>	<p><u>Sandwich</u> Greek Chicken Pita Wrap <u>Balanced Choice</u> Veggie Pita <u>Soup</u> Turkey Noodle</p>

Meat/Meat Alternate Specifications						
Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
1	USDA Good or Better	Raw	12-lb case	2.5 - 3.5 oz	Frozen	80:20 Lean to Fat. IMP5 #1136. 100% Beef.
2		Roll	7-12 lb stick, 2 pt/2 to 1 oz		Chilled	Beef and turkey, beef predominant. IMP5 #801.
3		Stick, 3.5 to 4.7	7-12 lb sticks, 2 pt/2 to 1 oz		Chilled	Beef and turkey, beef predominant. IMP5 #804.
4		Breaded		1/2 to 1 oz	Frozen	Cooked white meat, chopped and formed. CN label to provide 2 oz of meat/meat alternate equivalent.
5			10-lb box	8 count per lb	Chilled	Beef and turkey, beef predominant. IMP5 #800.
6		Boneless	8-10 lb, 2 per case	2 oz	Chilled or Frozen	Skinless, fully cooked, with broth. Made from solid muscle young turkeys, maximum moisture 6%.
7		Shredded	4-5# bags, per case		Chilled	Shredded, lowfat (10% or less fat by weight), moisture 52-60%, pleasing mild flavor, natural white or light cream color, melts completely.
Vegetable Specifications						
Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
1	US Fancy	Cut	6-#10 cans per case		Canned	Beans, Green, cut or mixed, water and salt.
2		Sticks	5-lb bags, 4 per case		Fresh	Carrot sticks, fresh cut, 2 to 3 inches in length, sulfite-free, packaged in a gas permeable package, code dated.
3	US Fancy	Golden	5-lb packages, 6 per case		Frozen	Corn, whole-kernal, tender and bright in color.
4	US Grade A		6-#10 cans per case		Canned	Diced carrots, diced potatoes, lima beans, sweet peas, green beans, corn, celery, water and salt.
5	US Fancy	Straight Cut	6-lb packages, 6 per case		Frozen	Potatoes, french-fried, oven ready, 2 to 3 inches in length. Free from ice crystals and off odors.
6	US Fancy	Diced	6-#10 cans per case		Canned	Tomatoes, diced or crushed, peeled, red in color. Free from off-flavor and odor.
Fruit Specifications						
Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
1	US Grade A	Golden Delicio	40-lb case	72 count per case	Fresh	Fruit to be ripe, firm, crisp, juicy, smooth skin, color typical of variety. Skin should be free of blemishes, bruises and scars.
2	US Grade A	Regular, no lu	6-#10 cans per case		Canned	Applesauce, natural flavor, natural color, unsweetened. Free from seeds and stems.
3	US Grade A		6-#10 cans		Canned	Fruit cocktail to be made of diced peaches, diced pears, diced pineapple, whole grapes and cherry halves. Packed in light syrup or fruit juice.
4	US Grade A	Clingstone	6-#10 cans per case		Canned	Peaches, slices or quarters. Packed in light syrup or fruit juice and water. Free from pits and stems.
5	US Grade A	Bartlett	6-#10 cans per case		Canned	Pears, slices or quarters. Packed in light syrup, fruit juice, or fruit juice and water. Free from seeds and stems.
6	US Grade A	Hawaii	6-#10 cans per case		Canned	Pineapple, tidbits or chunks. Packed in light syrup.

Bread/Grain Specifications	Quality	Style/Variety	Packed	Count Size	Condition	Description	pineapple juice, or pineapple juice and water.
1	Bagel	Regular, 3 1/2 - 4 oz	Plain	6 count per package	Frozen	Bagel, sliced, made with enriched flour, pack code date to be provided.	
2	Bread	White	2-lb sandwich slice	28 slices per loaf	Fresh	Bread, sliced, made with enriched flour, pack code date to be provided.	
3	Bread	Wheat	2-lb sandwich slice	28 slices per loaf	Fresh	Bread, sliced, made with enriched flour, pack code date to be provided.	
4	Hoagie Buns	Wheat, 6 or 7 inch		6 per bag	Fresh	Bun, sliced, made with enriched flour, firm texture, uniform brown crust, evenly baked, pack code date to be provided.	
5	Pasta	Spaghetti	10-20 lb box		Dried	Pasta, spaghetti, made from enriched semolina and durum wheat flour.	
6	Pasta	Macaroni	10-20 lb box		Dried	Pasta, macaroni, made from enriched semolina and durum wheat flour.	
7	Pita Bread	Pocket Bread 6 inch, 1 1/2 - 3 oz		72 count per pack	Frozen	Pita bread, oval shape, wheat variety, made with enriched flour, firm and tender texture, uniform brown-colored crust, flavor and aroma characteristic of product.	
8	Rolls	Dinner, Wheat, 1 - 3 oz		24 count per pack	Fresh	Roll, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.	
9	Buns	Hamburger, sliced 4 - 5 inch diameter		24 count per pack	Fresh	Bun, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.	
10	Buns	Hot Dog, sliced 6-inch long		24 count per pack	Fresh	Bun, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.	
11	Waffles	Plain		96 count per case	Frozen	Waffles, square, light to medium brown exterior, no sign of scorching, made with enriched flour, moist and tender texture, flavor and odor characteristic of product, pack code date to be provided.	

Bid Sheet

The SFA (School Food Authority) will provide a blank bid sheet with every IFB (Invitation for Bid) used for fixed price contracts or with every RFP (Request for Proposal) used for cost reimbursable contracts.

The FSMC (Food Service Management Company) will return the completed bid sheet in a separate envelope marked "Bid Price Per Meal".

The SFA should evaluate the materials, references, and presentations of the FSMC before opening the price portion.

Use of a meal equivalent figure different than the one supplied by the SFA will cause the bid to be "non-responsive".

The school district representative will insert the number of equivalent meals per year on the bid sheet. The bid sheet will be inserted into the RFP/IFB after the Food Specification Sheet(s).

Bid Sheet - Cost Reimbursable Contract

Projected Operating Cost

This bid is offered by _____ (Food Service Management Company) based upon
575,071 equivalent meals per year.

Expenses that the SFA is contracting for are indicated by an "X" in the Bid Items Column below.

	"X" Bid Items	Cost
Food Cost - Including Commodities Delivery Charge	x	_____
Labor	x	_____
Fringe Benefits	x	_____
On-Site Manager Salary and Benefits	x	_____
Contracted Services (not utilities or FSMC administrative costs)		_____
Transportation Cost		_____
Non-Food Cost:		
Paper Cost	x	_____
Insurance	x	_____
Equipment and Repairs	x	_____
Kitchen and Cleaning Supplies/Uniforms	x	_____
Office Supplies	x	_____
Advertising	x	_____
Misc (please specify)	x	_____
Utilities Paid by Food Service Fund		_____
Other (as defined on cost information sheet)		_____
FSMC Administrative Cost	x	_____
FSMC Management Fee	x	_____
Total Cost (Bid Items Only)		_____
Bid Price Per Meal (Total Cost divided by Equivalent Meals Per Year)		_____

Signed: _____
 Food Management Company Representative

_____ Date

**This form is to be submitted in a separate envelope marked:
 Bid Price Per Meal**

**Insert this into the contract immediately before the
 signature page prior to signing.**

The Food Service Management Company must use the bid sheet provided by the school district in the pre-bid packet when submitting its bid.

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

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 7 CFR Part 3017, Subpart C, Responsibilities of Participants Regarding Transactions.

(Please read instructions on next page before completing Certification.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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

Award Number or Project Name

Name(s) and Titles(s) of Authorized Representatives(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

EAST CHINA SCHOOL DISTRICT

Name of School Food Authority

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

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date