

**COST
REIMBURSABLE
CONTRACT**

GENERAL INFORMATION

A. INTENT

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Houghton Lake Community School District 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

The contract awarded will be a cost reimbursable contract.

1. For a fixed price contract, the contract is awarded to the bid with the combined lowest price per meal.
2. For a cost reimbursable contract, the bid must be submitted in two parts: a guaranteed price per meal/meal equivalent and a written presentation. 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 bids/proposals are to be submitted to James Pavelka, Superintendent. Bids/proposals will not be accepted after 3:00 p.m. Monday, July 31, 2006. Bid/proposal is to be submitted in a sealed envelope marked "Food Service Management Bid."
2. The SFA reserves the right to reject any or all bids, if deemed to be in the best interest of the SFA.
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 James Pavelka at 989/366-2031.

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 September 5, 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 exceed the percentage of change in the Consumer Price Index for All Urban Consumers (CPI-U) National Average. The fees will be adjusted annually by a percentage equal to the percentage of change in the CPI for the previous calendar year or 3%, whichever is less.

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 July 6, 2006 at 10:00 a.m. in the Board of Education Office – located at 6001 W. Houghton Lake Drive, Houghton Lake, MI 48629. 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 have interview rights when FSMC hires.

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.

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 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 is cost incurred to 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 cannot be separately contracted for and charged to the SFA account.

Transportation Cost is cost incurred in operating a food service delivery vehicle. This would include gas, oil, 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 \$5,000.00, 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 (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.

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

III. FREE AND REDUCED PRICE MEALS POLICY

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in its 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. The SFA shall evaluate the monthly meal claim information submitted by the FSMC and verify that the information is accurate before submitting a claim for reimbursement using the Michigan Education Information System (MEIS).
- 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 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 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.

- I. The FSMC is to properly credit the SFA's food service account monthly for all discounts, rebates, and allowances received by the FSMC associated with the purchase of processed commodity products on behalf of the SFA as well as the full value of USDA-donated commodities. All costs charged to the SFA must be net of all discounts, rebates, and allowances received by the FSMC. The cost reduction shall be shown on the monthly invoice or operating statement as a credit or reduction in the amount billed to the SFA. In turn, the SFA must ensure that the food service account is being credited for these entitled benefits from USDA donated-commodities, purchase discounts, rebates, and allowances.

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 School District Information* forms.
- F. The FSMC shall serve reimbursable milk pursuant to the SMP, where indicated on the enclosed *The School District Information* forms.
- 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 School District Information* forms, 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 (10) ten 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.

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 all 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, 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.
- 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 and commodities owned by the SFA.
- P. The FSMC shall surrender to the SFA upon termination of the contract, all SFA equipment and furnishings in good repair and condition.

XII. PURCHASES

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible consistent with maintaining quality standards and in full compliance with OMB Circulars A-87 and A-110, 7 CFR Parts 210, 215, 220, 225, 245, 250, 3016, and 3019.
- B. The SFA shall receive all discounts or rebates for purchases made on its 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, 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 September 5, 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.

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 products with Federal funds, 7 CFR, Part 250.23.
- 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.**
- 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.

AGREEMENT PAGE

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

The bidder certified 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 their duly authorized representative on this day and year.

ATTEST:

SCHOOL FOOD AUTHORITY:

Signature of Witness for SFA

Signature of SFA Representative

Name

Title

Date

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Signature of Witness for FSMC

Signature of FSMC Representative

Name

Title

Date

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

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

Name of School Food Authority

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

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting 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 bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

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

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

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Food Service Management
Company's Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

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

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 Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
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 as appropriate, including suspension and/or debarment.

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

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

NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;
- You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

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

Bid Point Calculator and Evaluation Criteria (Cost Reimbursable Contract Only)

		Company Name					
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 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	0.00
	Divide answer from above by lowest bid (0.00)	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Subtract answer above from 1.00	1.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	51 Multiply answer above by 51 or more	51.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<i>Pts. Below</i>	List Non-Price Criteria and Sub-criteria Below - (points will total 100 when added to Bid Points)						
9	Management Candidate						
	Experience working in school foodservice, 5 years or more (3 pts)						
	Experience staffing K-12 breakfast and lunch programs (2 pts)						
	Experience with menu development and special events (2 pts)						
	Experience conducting procurement (2 pts)						
9	FSMC Support and Back up						
	Management Support (3 pts)						
	Communication (3 pts)						
	Problem resolution (3 pts)						
8	Marketing and Merchandising Plan						
	Targeting Audience (3 pts)						
	Recognition of Holiday and Special Events (2 pts)						
	Expanding/increasing participation in breakfast and lunch (3 pts)						
5	Nutrition Education						
	Promotional materials (3 pts)						
	Samples/examples of materials used (2 pts)						
8	Employee Training and Development						
	Training Program for Foodservice Employees (3 pts)						
	Safety and Sanitation (2 pts)						
	Professional Development for On-site Manager (3 pts)						
10	Integrity of Projected Operating Budget/Forecast						
	Integrity of Information (3 pts)						
	Monitoring of Food Cost (2 pts)						
	Monitoring of Labor Cost (2 pts)						
	Financial Reports (3 pts)						
100	TOTAL	51.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

REVENUE INFORMATION

Based on 163 Days of Lunch / 163 Days of Breakfast in School Year 2005-06

LOCAL REVENUE

Breakfasts:	Number Sold:	Price:	
Elem. & Secondary Paid	<u>5,941</u>	\$1.25	\$7,426.25
			\$0.00
Reduced	<u>5,746</u>	0.30	\$1,723.80
Adult			\$0.00
		Breakfast Revenue:	<u>\$9,150.05</u>

Lunches:			
Elementary Paid	<u>19,951</u>	1.50	\$29,926.50
Secondary Paid	<u>24,760</u>	1.65	\$40,854.00
Reduced	<u>21,638</u>	0.40	\$8,655.20
Adult			\$0.00
		Lunch Revenue:	<u>\$79,435.70</u>

Special Milk	Special Milk Revenue:	\$	-
*A la Carte Sales	=	\$	104,157.00
Catering and Other Functions	=	\$	2,000.00
Other, i.e., Head Start, Senior Citizens, etc.	=	\$	20,400.00
Other Sponsors	=	\$	-
Summer Programs	=	\$	-

Total Local Revenue \$215,142.75

*Includes income from vending machines, if applicable.

FEDERAL REIMBURSEMENTS:

	Number Sold:	Federal Rates for SY 2005-06	
Breakfasts:			
Free		1.27 \$	-
Free, severe need	<u>60,432</u>	1.51 \$	91,252.32
Reduced		0.97 \$	-
Reduced, severe need	<u>5,746</u>	1.21 \$	6,952.66
Paid	<u>5,941</u>	0.23 \$	1,366.43

Lunches:			
Free		2.32 \$	-
Free, severe need	<u>112,780</u>	2.34 \$	263,905.20
Reduced		1.92 \$	-
Reduced, severe need	<u>21,638</u>	1.94 \$	41,977.72
Paid		0.22 \$	-
Paid, severe need	<u>44,711</u>	0.24 \$	10,730.64

Total Meals Reimbursement \$ 416,184.97

Special Milk:			
Paid		0.1550	0
Free		\$ 0.0170	

Special Milk Reimbursement \$ -

Total Federal Reimbursement	\$	416,184.97
State Reimbursement	\$	60,839.00
Interest Income		
Total Local Revenue	\$	215,142.75

Total Revenue \$ 692,166.72

Check one:

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

MEALS AND MEAL EQUIVALENT CALCULATOR

Federal Free Lunch Rate	\$	2.3400	
+ Commodity Rate	\$	0.1750	
Total	\$	2.5150	
*A la carte and catering income	\$	126,557.00	
Meal Equivalents (Divide Income by Total)			50,321
Breakfasts Served			72,119
Lunches Served			179,129
*Total Meals and Meal Equivalents			301,569

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

*Check one:

(X) 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) October 2005

() The a la carte and catering income, total meals and meal equivalents is based on data from the entire previous school year (2004-05).

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	x		
Initial Inventory			
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	
<u>Insurance</u>	X		
<u>Equipment Rental (explain)</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>			
<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	

School Meals Program Claims System

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CLAIM OVERVIEW

Sponsor: 72020 HOUGHTON LAKE COMMUNITY SCHOOLS	Control #: 61010763
Claim Month: October	Fiscal Year: 2006
Certified On: 11/10/2005 12:04:33 PM	
... Please Wait ...	

Site: 720200750 COLLINS ELEMENTARY SCHOOL Severe Need Last Edit On: 11/10/2005 11:59:02 AM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00002404	00000145	00002040	00000219	20	000184	000040	000341
LUNCH	00004542	00000956	00003027	00000559	20			

Site: 720201769 HOUGHTON LAKE HIGH SCHOOL Severe Need Last Edit On: 11/10/2005 12:00:02 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00001322	00000034	00001141	00000147	20	000229	000060	000658
LUNCH	00006047	00002030	00003203	00000814	20			

Site: 720206930 HOUGHTON LAKE MIDDLE SCHOOL Severe Need Last Edit On: 11/10/2005 12:01:06 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00001815	00000132	00001578	00000105	20	000183	000047	000451
LUNCH	00004699	00001008	00003079	00000612	20			

Site: 720208258 HOUGHTON LK ADULT & COMMUNITY EDUC Severe Need Last Edit On: 11/10/2005 12:02:03 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000315	00000000	00000315	00000000	20	000046	000002	000104
LUNCH	00000815	00000000	00000815	00000000	20			

Site: 720202523 MERRITT ELEMENTARY SCHOOL Severe Need Last Edit On: 11/10/2005 12:03:01 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00000750	00000132	00000581	00000037	20	000037	000003	000066
LUNCH	00000999	00000290	00000664	00000045	20			

Site: 720203126 PRUDENVILLE ELEMENTARY SCHOOL Severe Need Last Edit On: 11/10/2005 12:03:53 PM

MEAL TYPE	TOTAL SERVINGS	TOTAL PAID	TOTAL FREE	TOTAL REDUCED	DAYS SERVED	NUMBER OF ELIGIBLE STUDENTS		STUDENT ENROLLMENT
						FREE	REDUCED PRICE	
BREAKFAST	00002243	00000286	00001760	00000197	20	000175	000038	000339
LUNCH	00004877	00001202	00003050	00000625	20			

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SCHOOL MEALS PROGRAM

Sponsor Number :

Set

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CLAIM MONTH STATUS REPORT

HOUGHTON LAKE COMMUNITY SCHOOLS (72020)
 6001 WEST HOUGHTON LAKE DRIVE
 HOUGHTON LAKE MI 48629

Status Report For The Month Of **OCTOBER 2005**

A. Activities For Claim Month OCTOBER 2005:

1. ORIGINAL CLAIM - School Meals Program PROCESS DATE: **Nov 16, 2005** SM-4012-SL

	Servings	Rate	Reimbursement
Breakfast			
TOTAL	8,849	0.2300	\$2,035.27
REDUCED N	705	0.9800	\$690.90
FREE N	7,415	1.2600	\$9,491.20
Breakfast Reimbursement Total			\$12,217.37
Lunch			
TOTAL	21,979	0.2400	\$5,274.96
REDUCED N	2,655	1.7000	\$4,513.50
FREE N	13,838	2.1000	\$29,059.80
Lunch Reimbursement Total			\$38,848.26
Original Claim Reimbursement Total			\$51,065.63

B. Payment Summary For Claim Month OCTOBER 2005:

Original Claim Reimbursement Total	\$51,065.63
Amended Claim(s) Reimbursement Total	\$0.00
Claim Reimbursement Total	\$51,065.63

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Jun. 27. 2006 3:20PM

Houghton Lake Public Schools Elementary Lunch Menu November 2005

<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
	1 Burrito w/rice Peas Pears Milk 2 nd Choice: Chicken Sand	2 Spaghetti & Meat Sauce W/Bread Stick Carrot Sticks Peaches Milk	3 Cookie Day! Fish Sticks W/Dinner Roll Pickles Mixed Fruit Milk	4 Pepperoni Pizza Corn Pineapple Milk
7 Corn Dog W/Dinner Roli Baked Beans Grapes Milk 2 nd Choice: Hamburger	8 Chicken Nuggets W/Dinner Roll Green Beans Orange Wedges Milk	9 Breakfast for Lunch! French Toast Sticks W/Sausage Applesauce Milk	10 Beefy Nachos Carrot Sticks Pears Milk	11 Cheese Pizza Corn Pineapple Milk
14 Lucky Tray Day! Sloppy Jo on a Bun Baked Beans Orange Wedges Milk 2 nd Choice: Ham & Cheese	15 Meatballs Mashed Potatoes & Gravy W/Dinner Roll Peaches Milk	16 Ravioli W/Bread Stick Pickles Pears Milk	17 Thanksgiving Dinner Roast Turkey Mashed Potatoes & Gravy W/Dinner Roll Grapes Dessert Milk	18 Pepperoni Pizza Peas Mixed Fruit Milk
21 Chicken Patty on a Bun Corn Applesauce Milk 2 nd Choice: Cheeseburger	22 Cheesy Pizza Green Beans Mixed Fruit Milk	23 Breakfast for Lunch! French Toast Sticks W/Sausage Orange Wedges Milk	24 Happy Thanksgiving!!	25 No School!!
28 Pizza Bagel Corn Grapes Milk 2 nd Choice: Hot Dog/Bun	29 Homemade Chicken Noodle Soup W/Goldfish Crackers Orange Wedges Milk	30 Chicken Drumsticks Mashed Potatoes & Gravy W/Dinner Roll Pears Milk	Lunch Prices Student Lunch \$1.50 Reduced Lunch \$.40 Adult Lunch \$2.50 Ala Carte Milk \$.40	

The School Lunch Program is operated in accordance with 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

Questions? Please Call Sue Williams (989) 366-2013

Houghton Lake Public Schools Breakfast Menu November 2005

<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
	1 Granola Bar W/String Cheese 100% Juice Milk 2 nd Choice: Kellogg Cereal	2 Egg/Ham/Cheese On An English Muffin 100% Juice Milk	3 Breakfast Pizza 100% Juice Milk	4 Cherry Turnover 100% Juice Milk
7 PBJ Wafer Sandwich 100% Juice Milk 2 nd Choice: Kellogg Cereal	8 Banana Nut Muffin W/String Cheese 100% Juice Milk	9 Egg/Ham/Cheese On An English Muffin 100% Juice Milk	10 Blueberry Pancake W/Sausage on a Stick 100% Juice Milk	11 Cherry Pastry Bites 100% Juice Milk
14 Power Alley W/String Cheese 100% Juice Milk 2 nd Choice: Kellogg Cereal	15 Cinnamon Pizza 100% Juice Milk	16 Egg/Ham/Cheese On An English Muffin 100% Juice Milk	17 Scrambled Eggs W/Cheese 100% Juice Milk	18 Cinnamon Twist 100% Juice Milk
21 Blueberry Elfin Loaf 100% Juice Milk 2 nd Choice: Kellogg Cereal	22 Cinnamon Raisin Bagel W/Cream Cheese 100% Juice Milk	23 Egg/Ham/Cheese On An English Muffin 100% Juice Milk	24 Happy Thanksgiving!	25 No School!
28 Yogurt W/Graham Crackers 100% Juice Milk 2 nd Choice: Kellogg Cereal	29 Breakfast Sausage Bagel 100% Juice Milk	30 Egg/Ham/Cheese On An English Muffin 100% Juice Milk	Breakfast Prices Student \$1.25 Reduced \$.30 Adult \$1.65 A la Carte Milk \$.40	

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Meat/Meat Alternate Specifications									
Product	Quality	Style/Variety	Packed		Count/Size	Condition	Description		
Beef Patties	USDA Good or Better	Cooked	10-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Beef Patties	USDA Good or Better	Cooked	12-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Beef Patties	USDA Good or Better	Cooked	15-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Beef Patties	USDA Good or Better	Raw	10-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Beef Patties	USDA Good or Better	Raw	12-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Beef Patties	USDA Good or Better	Raw	36-lb case		2.5 - 3.5 oz	Frozen	80:20 Lean to Fat, IMPS #136, 100% Beef.		
Bologna		Roll or Stick, Cooked	7-12 lb stick, 2 per carton		1/2 to 1 oz	Chilled or Frozen	Beef and turkey, beef predominant, IMPS #801.		
Bologna		Sliced, Cooked	10 lb sliced		1/2 to 1 oz	Chilled or Frozen	Beef and turkey, beef predominant, IMPS #801		
Bologna		Sliced, Cooked	10 lb sliced		1/2 to 1 oz	Chilled or Frozen	Beef and chicken, beef predominant, IMPS #801.		
Cheese, Cheddar		Loaf	5-lb loaf, 2 per case		1/2 to 1 oz	Chilled	Sliced, fat content 19.2-22.9%, moisture 48%, salt content 1.4-2%, pasteurized, pleasing flavor and odor, satisfactory meltability		
Cheese, Mozzarella		Loaf	5-lb loaf, 2 per case		1/2 to 1 oz	Chilled	Sliced, milk fat 10.8% or less, moisture 52-60%, pleasing flavor, natural white or light cream color, melts completely.		
Chicken Patties		Breaded			2.5 - 3.5 oz	Frozen	Cooked white meat, chopped and formed, CN label to provide 2 oz of meat/meat alternate equivalent.		
Chicken Patties		Unbreaded			2.5 - 3.5 oz	Frozen	Cooked white meat, chopped and formed, CN label to provide 2 oz of meat/meat alternate equivalent.		
Chicken Nuggets		Breaded			1/2 to 1 oz	Frozen	Cooked white meat, chopped and formed, CN label to provide 2 oz of meat/meat alternate equivalent.		
Chicken Nuggets		Unbreaded			1/2 to 1 oz	Frozen	Cooked white meat, chopped and formed, CN label to provide 2 oz of meat/meat alternate equivalent.		
Fish Fillets	US Grade A	Cod, Haddock, Pollock or Whiting	10-lb box		2.5 - 3.5 oz	Frozen	Breaded and battered, precooked, oven ready, fillet, CN label to provide 2 oz meat/meat alternate equivalent.		
Fish Fillets	US Grade A	Cod, Haddock, Pollock or Whiting	4.5-lb box, 5 per case		2.5 - 3.5 oz	Frozen	Breaded and battered, precooked, oven ready, fillet, CN label to provide 2 oz meat/meat alternate equivalent.		
Fish Fillets	US Grade A	Cod, Haddock, Pollock or Whiting	6-lb box, 6 per case		2.5 - 3.5 oz	Frozen	Breaded and battered, precooked, oven ready, fillet, CN label to provide 2 oz meat/meat alternate equivalent.		
Fish Fillets	US Grade A	Cod, Haddock, Pollock or Whiting	6-lb box, 10 per case		2.5 - 3.5 oz	Frozen	Breaded and battered, precooked, oven ready, fillet, CN label to provide 2 oz meat/meat alternate equivalent.		
Fish Sticks	US Grade A	Cod, Haddock, Pollock or Whiting	10-lb box		1.5 oz or less	Frozen	Breaded and battered, precooked, oven ready, fillet, CN label to provide 2 oz meat/meat alternate equivalent.		

Product	Quality	Style/Variety	Packed	Count/Size	Condition	Description
Fish Sticks	US Grade A	Cod, Haddock, Pollock or Whiting	4.5-lb box, 6 per case	1.5 oz or less	Frozen	Breaded and battered, precooked, oven ready, fillet. CN label to provide 2 oz meat/meat alternate equivalent.
Fish Sticks	US Grade A	Cod, Haddock, Pollock or Whiting	6-lb box, 6 per case	1.5 oz or less	Frozen	Breaded and battered, precooked, oven ready, fillet. CN label to provide 2 oz meat/meat alternate equivalent.
Fish Sticks	US Grade A	Cod, Haddock, Pollock or Whiting	6-lb box, 10 per case	1.5 oz or less	Frozen	Breaded and battered, precooked, oven ready, fillet. CN label to provide 2 oz meat/meat alternate equivalent.
Hot Dogs			10-lb box	8 count per lb	Chilled or Frozen	Beef and turkey, beef predominant. IMPS #800. CN label to provide 2 oz meat/meat alternate equivalent.
Hot Dogs					Chilled or Frozen	Beef and chicken, beef predominant. IMPS #800. CN label to provide 2 oz meat/meat alternate equivalent.
Luncheon Meat		Round or Rectangular, pullman style	5-10 lb cartons, 4 per case	1/2 to 1 oz	Chilled or Frozen	Sliced, pork and beef, pork predominant. IMPS #805.
Pizza, Cheese		Wedge or Rectangle	96 per case		Frozen	Ready to serve, to be made with 100% mozzarella, or 50% mozzarella and 50% mozzarella substitute, thin or thick crust. CN label to provide 2 oz meat/meat alternate equivalent and 2 grains/breads equivalents, maximum 20 gms fat per serving, minimum 18 gms protein per serving.
Pizza, Pepperoni		Wedge or Rectangle	96 per case		Frozen	Ready to serve, to be made with pepperoni, 50/50 blend of low moisture, part-skim mozzarella cheese, thin or thick crust. CN label to provide 2 oz meat/meat alternate equivalent and 2 grains/breads equivalents per serving.
Pizza, Sausage		Wedge or Rectangle	96 per case		Frozen	Ready to serve, to be made with sausage and 100% low moisture, part-skim mozzarella cheese. CN label to provide 2 oz meat/meat alternate equivalent and 2 grains/breads equivalents per serving.
Roast Beef		Whole	10-20 lbs, 2 per case	1/2 to 1 oz	Frozen	Cooked, sliced, ready to serve, cooked to an internal temperature of 141°F to 145°F.
Salami		Stick, 3.5 to 4.5 inches in diameter	7-12 lb sticks, 2 per case	1/2 to 1 oz	Chilled or Frozen	Beef and turkey, beef predominant. IMPS #804.
Salami		Stick, 3.5 to 4.5 inches in diameter	7-12 lb sticks, 2 per case	1/2 to 1 oz	Chilled or Frozen	Beef and chicken, beef predominant. IMPS #804.
Sausage Patties		Raw	12 lb	1.5 - 2.5 oz	Frozen	Beef and turkey, beef predominant. IMPS #817.
Sausage Patties		Fully Cooked	10 lb	1.5 - 2.0 oz	Frozen	Beef and chicken, beef predominant. IMPS #817.
Sausage Links		Smoked	10 lb pack	4-5 count per lb	Frozen	Sliced links, 8 inches long, 1/2 to 1 inch in diameter. Beef and pork, beef predominant. IMPS #811.
Tuna		Chunk white or Chunk light	66.5 oz can, 6 per case	2 oz	Canned	Chunk white or chunk light, regular, packed in water, maximum 1 gm fat per 2 oz serving.
Tuna		Chunk white or Chunk light	6 1/8 oz can, 48 per case	2 oz	Canned	Chunk white or chunk light, regular, packed in water, maximum 1 gm fat per 2 oz serving.

Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Tuna		Chunk white or Chunk light	12 1/4-13 oz can, 24 per case	2 oz	Canned	Chunk white or chunk light, regular, packed in water, maximum 1 gm fat per 2 oz serving.
Turkey Breast		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%.
Key to Abbreviations:						
[MPS (Institutional Meat Purchase Specifications)]						
Vegetable Specifications						
Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Beans, Green	US Grade A or US Fancy	Cut or Mixed	6 #10 cans per case		Canned	Beans, Green, cut or mixed, water and salt.
Broccoli		Florets	3-lb bags, 4 per case		Fresh	Florets, fresh cut, 1 to 3 inches in length, sulfite-free, packaged in a gas permeable package, code dated.
Broccoli	US Grade A or US Fancy	Spears or stalks	2-lb packages, 12 per case		Frozen	Spears or stalks, 3 to 6 inches in length, bright green in color, tender and free from tough fiber.
Broccoli	US Grade A or US Fancy	Spears or stalks	4-lb packages, 6 per case		Frozen	Spears or stalks, 3 to 6 inches in length, bright green in color, tender and free from tough fiber.
Broccoli	US Grade A or US Fancy	Cut	2-lb packages, 12 per case		Frozen	Cut, 3/4 to 2 inch pieces, bright green in color, tender and free from tough fiber.
Broccoli	US Grade A or US Fancy	Cut	4-lb packages, 6 per case		Frozen	Cut, 3/4 to 2 inch pieces, bright green in color, tender and free from tough fiber.
Coleslaw			5-lb bags, 4 per case		Fresh	Coleslaw mix, fresh cut, sulfite-free, mix contains green cabbage, carrots and red cabbage, packaged in a gas permeable package, code dated.
Carrots	US Extra No. 1 or US No. 1	Baby	1-lb bag, 24 per carton		Fresh	Solid, fresh looking, smooth, firm. Free from decay and wilt. Bright orange or red in color.
Carrots	US Extra No. 1 or US No. 1	Baby	1-lb bag, 40 per carton		Fresh	Solid, fresh looking, smooth, firm. Free from decay and wilt. Bright orange or red in color.
Carrots		Slicks	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.
Carrots	US Grade A or US Fancy	Slices, plain or crinkle cut	2 1/2-lb package, 12 per case		Frozen	Sliced or crinkle cut, 1/4 inch or 3/8 inch thick, 5/8 inch or 1 1/8 inch in diameter.
Carrots	US Grade A or US Fancy	Slices, plain or crinkle cut	4-lb package, 6 per case		Frozen	Sliced or crinkle cut, 1/4 inch or 3/8 inch thick, 5/8 inch or 1 1/8 inch in diameter.
Carrots	US Grade A or US Fancy	Sliced	6-#10 cans per case		Canned	Sliced, 1 1/2 inches in diameter, water and salt.
Cauliflower	US No. 1	Florets	3-lb packages, 4 per case		Fresh	Florets, fresh cut, sulfite-free, packaged in a gas permeable package, code dated.

Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Celery, Pascal	US Extra No. 1 or US No. 1	Medium Stalks	24 count per case		Fresh	16 inch stalks, packaged in a plastic sleeve, crisp, clean, straight stalks, leaves are fresh, green and not wilted.
Celery, Green	US Extra No. 1 or US No. 1	Medium Stalks	24 count per case		Fresh	16 inch stalks, packaged in a plastic sleeve, crisp, clean, straight stalks, leaves are fresh, green and not wilted.
Celery, Pascal	US Extra No. 1 or US No. 1	Large Stalks	18 count per case		Fresh	16 inch stalks, packaged in a plastic sleeve, crisp, clean, straight stalks, leaves are fresh, green and not wilted.
Celery, Green	US Extra No. 1 or US No. 1	Large Stalks	18 count per case		Fresh	16 inch stalks, packaged in a plastic sleeve, crisp, clean, straight stalks, leaves are fresh, green and not wilted.
Corn, Whole-Kernal	US Grade A or US Fancy	Golden/Yellow or White	5-lb packages, 6 per case		Frozen	Corn, whole-kernal, tender and bright in color.
Corn, Whole-Kernal	US Grade A or US Fancy	Golden/Yellow or White	6-#10 cans per case		Canned	Corn, whole-kernal, water and salt.
Mixed Vegetables	US Grade A		6-#10 cans per case		Canned	Diced carrots, diced potatoes, lima beans, sweet peas, green beans, corn, celery, water and salt.
Peas and Carrots	US Grade A or US Fancy		2 1/2-lb packages, 12 per case		Frozen	Diced carrots, sweet peas, tender and bright in color. Free from defects and blemishes.
Peas and Carrots	US Grade A or US Fancy		4-lb packages, 6 per case		Frozen	Diced carrots, sweet peas, tender and bright in color. Free from defects and blemishes.
Peas and Carrots	US Grade A or US Fancy		6-#10 cans per case		Canned	Diced carrots, sweet peas, water and salt.
Peas	US Grade A or US Fancy	Green	2 1/2-lb packages, 12 per case		Frozen	
Peas	US Grade A or US Fancy	Green	5-lb packages, 6 per case		Frozen	
Peas	US Grade A or US Fancy	Green	6-#10 cans per case		Canned	Peas, water and salt.
Potatoes	US Grade A or US Fancy	Crinkle or Straight Cut	5-lb packages, 6 per case		Frozen	Potatoes, french-fried, oven ready, 2 to 3 inches in length. Free from ice crystals and off odors.
Potatoes	US Grade A or US Fancy	Crinkle or 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.
Salad Mix			5-lb bags, 4 per case		Fresh	Salad mix, fresh cut, made with shredded iceberg lettuce, carrots and cabbage, sulfite-free, packaged in a gas permeable package, code dated.
Spinach			2 1/2-lb bags, 4 per case		Fresh	Spinach, stemmed and washed, sulfite-free, packaged in a gas permeable package, code dated. Free from discoloration and slime.
Tomatoes	US No. 1	Cherry	12 per pint		Fresh	Tomatoes, cherry, free from blemishes and bruises. Ripe, firm flesh, red in color.
Tomatoes	US Grade A or US Fancy	Diced or Crushed	6-#10 cans per case		Canned	Tomatoes, diced or crushed, peeled, red in color. Free from off-flavor and odor.
Vegetable Blend		California blend	2-lb packages, 12 per case		Frozen	Vegetable blend mixture to contain cut broccoli, cauliflower florets and crinkle cut carrots. Free from ice crystals and off odors.

Fruit Specifications	Quality	Style/Variety	Packed	Count Size	Condition	Description
Apples	US Fancy or US No. 1	Golden Delicious, Granny Smith, McIntosh or Red Delicious	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.
Apples	US Fancy or US No. 1	Golden Delicious, Granny Smith, McIntosh or Red Delicious	40-lb case	88 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.
Apples	US Fancy or US No. 1	Golden Delicious, Granny Smith, McIntosh or Red Delicious	40-lb case	100 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.
Apples	US Fancy or US No. 1	Golden Delicious, Granny Smith, McIntosh or Red Delicious	40-lb case	113 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.
Applesauce	US Grade A or US Fancy	Regular or Chunky	6-#10 cans per case		Canned	Applesauce, natural flavor, natural color, unsweetened, Free from seeds and stems.
Bananas		Pette	40-lb carton	150 count per carton	Fresh	Fruit is to be plump, firm, solid yellow in color with green tips. Free from scars and bruises.
Fruit Cocktail	US Grade A or US Fancy		6-#10 cans		Canned	Fruit cocktail to be made of diced peaches, diced pears, sliced pineapple, whole grapes and cherry halves. Packed in light syrup or fruit juice.
Oranges	US Fancy or US No. 1	Navel or Temple	40-lb case	72 count per case	Fresh	Fruit is to be firm, good in color and texture. Free from soft spots, scars and mold.
Oranges	US Fancy or US No. 1	Navel or Temple	40-lb case	88 count per case	Fresh	Fruit is to be firm, good in color and texture. Free from soft spots, scars and mold.
Oranges	US Fancy or US No. 1	Navel or Temple	40-lb case	113 count per case	Fresh	Fruit is to be firm, good in color and texture. Free from soft spots, scars and mold.
Oranges	US Fancy or US No. 1	Navel or Temple	40-lb case	138 count per case	Fresh	Fruit is to be firm, good in color and texture. Free from soft spots, scars and mold.
Peaches	US Fancy, US Extra No. 1 or US No. 1	Clingstone or Freestone	38-lb loose-fill boxes	56 count per box	Fresh	Fruit is to be firm, ripe and creamy or yellowish in color. Free from bruises, scars, cuts and soft spots.
Peaches	US Fancy, US Extra No. 1 or US No. 1	Clingstone or Freestone	38-lb loose-fill boxes	64 count per box	Fresh	Fruit is to be firm, ripe and creamy or yellowish in color. Free from bruises, scars, cuts and soft spots.
Peaches	US Fancy, US Extra No. 1 or US No. 1	Clingstone or Freestone	38-lb loose-fill boxes	72 count per box	Fresh	Fruit is to be firm, ripe and creamy or yellowish in color. Free from bruises, scars, cuts and soft spots.

Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Peaches	US Grade A or US Fancy	Clingstone or Freestone	6-#10 cans per case		Canned	Peaches, slices or quarters. Packed in light syrup or fruit juice and water. Free from pits and stems.
Pears	US No. 1	Bartlett, Bosc Anjou or Comice	36-lb bulk loose-fill carton	110 count per carton	Fresh	Fruit is to be firm, clean, bright, with color typical of variety when ripe, yellow or greenish-yellow. Free from bruises, scars, cuts, hard spots, or insect damage.
Pears	US No. 1	Bartlett, Bosc Anjou or Comice	36-lb bulk loose-fill carton	135 count per carton	Fresh	Fruit is to be firm, clean, bright, with color typical of variety when ripe, yellow or greenish-yellow. Free from bruises, scars, cuts, hard spots, or insect damage.
Pears	US Grade A or US Fancy	Bartlett or Klaffer	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.
Pineapple	US Grade A or US Fancy	Hawaii, Philippines, or Thailand	6-#10 cans per case		Canned	Pineapple, tidbits or chunks. Packed in light syrup, pineapple juice, or pineapple juice and water.
Plums	US Fancy or US No. 1	Black Beaut, El Dorado, Red Beaut, Roysum, or Santa Rosa	28-lb loose pack carton	8 to 9 count per lb	Fresh	Fruit is to be fresh, plump, good color and fairly firm. Blue or purple in color. Free from soft spots, skin breaks or brown discoloration.
Plums	US Fancy or US No. 1	Black Beaut, El Dorado, Red Beaut, Roysum, or Santa Rosa	28-lb loose pack carton	5 to 6 count per lb	Fresh	Fruit is to be fresh, plump, good color and fairly firm. Blue or purple in color. Free from soft spots, skin breaks or brown discoloration.
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fallglo, Honey Murcott, Robinson, or Sunburst	43-lb full loose pack carton	100 count per carton	Fresh	Fruit is to be heavy for size, deep orange color and have a purify appearance. Free from soft spots, mold and water spots.
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fallglo, Honey Murcott, Robinson, or Sunburst	43-lb full loose pack carton	120 count per carton	Fresh	Fruit is to be heavy for size, deep orange color and have a purify appearance. Free from soft spots, mold and water spots.
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fallglo, Honey Murcott, Robinson, or Sunburst	43-lb full loose pack carton	150 count per carton	Fresh	Fruit is to be heavy for size, deep orange color and have a purify appearance. Free from soft spots, mold and water spots.
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fallglo, Honey Murcott, Robinson, or Sunburst	28-lb half loose pack carton	100 count per carton		Fruit is to be heavy for size, deep orange color and have a purify appearance. Free from soft spots, mold and water spots.
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fallglo, Honey Murcott, Robinson, or Sunburst	28-lb half loose pack carton	120 count per carton		Fruit is to be heavy for size, deep orange color and have a purify appearance. Free from soft spots, mold and water spots.

Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Tangerines	US Fancy or US No. 1	Algerian, Dancy, Fairchild, Fairlie, Honey Murcott, Robinson, or Sunburst	28-1/2 half loose pack carton	150 count per carton		Fruit is to be heavy for size, deep orange color and have a puffy appearance. Free from soft spots, mold and water spots.
Bread/Grain Specifications						
Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Bagel		Regular, 3 1/2 - 4 oz Blueberry, Cinnamon Raisin, Honey Wheat Plain or Wheat		6 count per package	Fresh	Bagel, sliced, made with enriched flour, pack code date to be provided.
Bagel		Regular, 3 1/2 - 4 oz Blueberry, Cinnamon Raisin, Honey Wheat Plain or Wheat		6 count per package	Frozen	Bagel, sliced, made with enriched flour, pack code date to be provided.
Bread		Wheat or White	2-1/2 sandwich sliced.	28 slices per loaf	Fresh	Bread, sliced, made with enriched flour, pack code date to be provided.
Bread		Wheat or White	2-1/2 sandwich sliced.	28 slices per loaf	Frozen	Bread, sliced, made with enriched flour, pack code date to be provided.
Bread		Wheat or White	2-1/2 sandwich sliced.	28 slices per loaf	Frozen	Bread, sliced, made with enriched flour, pack code date to be provided.
English Muffins		Regular, 2 oz Plain, Wheat, Honey Wheat or Raisin		12 count per package	Fresh	Muffin, split, made with enriched flour, baked on both sides, texture coarse and open, crust dusted with conmeal, pack code date to be provided.
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.
Hoagie Buns		Wheat, 6 or 7 inch		6 per bag	Frozen	Bun, sliced, made with enriched flour, firm texture, uniform brown crust, evenly baked, pack code date to be provided.
Muffins		Bran, Fruit, or Plain 3 - 4 1/2 oz in weight		24 count per package	Frozen	Muffin, round style, made with enriched flour, top rounded, pebbled surface, good interior and exterior color, fruit evenly distributed, pleasing flavor, pack code date to be provided.
Muffins		Bran, Fruit, or Plain 3 - 4 1/2 oz in weight		48 count per package	Frozen	Muffin, round style, made with enriched flour, top rounded, pebbled surface, good interior and exterior color, fruit evenly distributed, pleasing flavor, pack code date to be provided.
Pasta		Spaghetti	10-20 lb box		Dried	Pasta, spaghetti, made from enriched semolina and durum wheat flour.
Pasta		Macaroni	10-20 lb box		Dried	Pasta, macaroni, made from enriched semolina and durum wheat flour.
Pita Bread		Pocket Bread		60 count per pack	Fresh	Pita bread, oval shape, wheat variety, made with enriched flour, firm and tender texture, uniform brown-colored crust, flavor and aroma characteristic of product.
Pita Bread		Pocket Bread		72 count per pack	Fresh	Pita bread, oval shape, wheat variety, made with enriched flour, firm and tender texture, uniform brown-colored crust, flavor and aroma characteristic of product.

Product	Quality	Style/Variety	Packaged	Count Size	Condition	Description
Pita Bread		Style/Variety		Count Size	Condition	Description
Pita Bread		Pocket Bread		90 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.
		6 inch, 1 1/2 - 3 oz				
Pita Bread		Pocket Bread		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.
		6 inch, 1 1/2 - 3 oz				
Rolls		Dinner, Wheat or White, 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.
Rolls		Dinner, Wheat or White, 1 - 3 oz		24 count per pack	Frozen	Roll, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.
Buns		Hamburger, sliced		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.
		4 - 5 inch diameter				
Buns		Hamburger, sliced		24 count per pack	Frozen	Bun, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.
		4 - 5 inch diameter				
Buns		Hot Dog, sliced		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.
		6-inch long				
Buns		Hot Dog, sliced		24 count per pack	Frozen	Bun, firm texture, uniformly brown crust, good volume, flavor and aroma characteristic of product, made with enriched flour, pack code date to be provided.
		6-inch long				
Waffles		Blueberry, Buttermilk, Homestyle, Plain		96 count per case	Frozen	Waffles, round, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		120 count per case	Frozen	Waffles, round, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		144 count per case	Frozen	Waffles, round, 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.
Waffles		Blueberry, Buttermilk, Homestyle, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		120 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.

Product	Quality	Style/Variety	Packed	Count Size	Condition	Description
Waffles		Blueberry, Buttermilk, Homestyle, Plain		144 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		96 count per case	Frozen	Waffles, rectangular, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		120 count per case	Frozen	Waffles, rectangular, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		144 count per case	Frozen	Waffles, rectangular, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		96 count per case	Frozen	Waffles, stick/strip, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		120 count per case	Frozen	Waffles, stick/strip, 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.
Waffles		Blueberry, Buttermilk, Homestyle, Plain		144 count per case	Frozen	Waffles, stick/strip, 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 - Cost Reimbursable Contract

Projected Operating Cost

This bid is offered by _____ (Food Service Management Company) based upon
_____ 301,569 _____ 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	<u> x </u>	_____
Labor	<u> x </u>	_____
Fringe Benefits	<u> x </u>	_____
On-Site Manager Salary and Benefits	<u> x </u>	_____
Contracted Services (not utilities or FSMC administrative costs)	_____	_____
Transportation Cost	_____	_____
Non-Food Cost	<u> x </u>	_____
Utilities Paid by Food Service Fund	_____	_____
Other (as defined on cost information sheet)	_____	_____
FSMC Administrative Cost	<u> x </u>	_____
FSMC Management Fee	<u> x </u>	_____
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.

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).

AGREEMENT PAGE

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

The bidder certified 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 their duly authorized representative on this day and year.

ATTEST:

SCHOOL FOOD AUTHORITY:

Signature of Witness for SFA

Signature of SFA Representative

Name

Title

Date

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Signature of Witness for FSMC

Signature of FSMC Representative

Name

Title

Date

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

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

Name of School Food Authority

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

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting 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 bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

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

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Food Service Management
Company's Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

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 Title(s) of Authorized Representatives(s)

Signature(s)

Date

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 Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
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 as appropriate, including suspension and/or debarment.

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

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

NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;
- You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

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

**ADDENDUM TO STANDARD CONTRACT
FOR FOOD SERVICE MANAGEMENT SERVICES**

THIS ADDENDUM, made this _____ day of _____, 2006, by and between RIVER ROUGE SCHOOL DISTRICT ("District") and ARAMARK EDUCATIONAL SERVICES, INC., a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

WITNESSETH THAT:

1. District selected ARAMARK to provide food services to District in 2005;
2. ARAMARK agreed to provide food services to District;
3. District and ARAMARK agreed to enter into this Addendum, modifying the terms and conditions of the Addendum, effective July 1, 2005, to Standard Contract for Food Service Management Services (the "Food Service Management Agreement").

NOW THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound, the parties hereto agree that the following paragraphs shall be added to the RFP and Proposal.

1. Article XXI, **STANDARD TERMS AND CONDITIONS**, Subarticle E shall be deleted in its entirety and in its place shall be inserted the following:

"XXI. Definitions: The following words and phrases when used in this Addendum shall have the meanings given to them in this Paragraph:

E. "Current Year": The period beginning July 1, 2006, and ending June 30, 2007."

2. **STANDARD TERMS AND CONDITIONS, Article XVII, Subarticle A. TERM AND TERMINATION**, shall be deleted in its entirety, and in its place shall be inserted the following:

"XVII. TERM AND TERMINATION:

A. This Agreement shall become effective on July 1, 2006, and terminate on June 30, 2007 (the "Term") and may be renewed by mutual agreement of District and ARAMARK for three additional terms of one school year each."

3. Article XXV, **STANDARD TERMS AND CONDITIONS**, Subarticle E shall be deleted in its entirety and in its place shall be inserted the following:

"XXV. Financial Terms:

E. Number of Meals: ARAMARK's allowance for its General and Administrative Expense and Management Fee is based on an anticipated service per school year of 265,000 National School Lunch Program meals, 130,000 National School Breakfast Program meals and 75,000 Meal Equivalents. In the event that existing conditions at District change (including by way of example, student population, number of service days, type and number of schools, personnel practices, hours, length or type of meal service or any other conditions beyond the control of ARAMARK), so that such minimum number of meals is not achieved, District and ARAMARK agree to renegotiate the Financial Terms set forth herein. Furthermore, the projected number of meals to be served by ARAMARK in the Current Year is based on the meal counts provided by District to ARAMARK as part of the request for proposal process. District represents and warrants that such meal count data and other information provided to ARAMARK as part of the request for proposal process is true and correct."

4. Article XXV, **STANDARD TERMS AND CONDITIONS**, Subarticle F shall be deleted in its entirety.

In all other respects, the Addendum shall remain in full force and effect. This Addendum shall be attached to and become a part of the Food Service Management Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

RIVER ROUGE SCHOOL DISTRICT
("District")

Date: 7-14-06

By: Mari A. Miller
Title: Superintendent of Schools

ARAMARK EDUCATIONAL SERVICES, INC. ("ARAMARK")

Date: 7-6-06

By: [Signature]
Vice President



EXHIBIT A

2006-2007 Food Service Budget and Projected Enrollment

DISCLOSURE OF LOBBYING ACTIVITIES

<input type="checkbox"/>	Check if not applicable and complete box 16
--------------------------	--

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions a. bid/offer/application b. initial award c. post-award	3. Report Types: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier If known Congressional District, if known: _____	5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply): a. retainer b.	

12. Form of Payment (check all that apply):

a. cash

b. in-kind;specify: nature value

one-time fee

c.

commission

d.

contingent fee

e.

deferred

f.

other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated on item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:

Yes

No

16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

[Handwritten Signature]

Print Name:

Brian P. O'Hara

Title:

Vice President

Telephone No.:

215-238-3000

Date:

7-6-06

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

FSMC Guidance for SFAs - June 1995 Appendix F - Lobbying Certification

Appendix F

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, and 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, and 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.

ARAMARK Educational Services, Inc.

Food Service Management Company

1101 Market Street

Address of Food Service Management Company

Philadelphia,

PA

19107

Town

State

Zip Code

Brian P. O'Hara

Name of Submitting Official

Vice President

Title of Submitting Official

Signature

7-6-06

Date

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by Executive Orders 12549 and 12689, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities and 31 U.S.C. 6101. The regulations were published in the November 26, 2003 Federal Register (pages 66562-66566). A copy of the regulations is available from Minnesota Department of Education, Food and Nutrition Service.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participation 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.

ARAMARK EDUCATIONAL SERVICES, INC.

FSMC Name

Brian P. O'Hara, Vice President

Name and Title of Authorized FSMC Representative

FSMC Signature

July 6, 2006

Date

**ADDENDUM TO STANDARD CONTRACT
FOR FOOD SERVICE MANAGEMENT SERVICES**

THIS ADDENDUM, made this 14th day of May, 2003 by and between TECUMSEH PUBLIC SCHOOLS ("District") and ARAMARK EDUCATIONAL SERVICES, INC., a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

WITNESSETH THAT:

1. District selected ARAMARK to provide food services to District in 2002;
2. ARAMARK agreed to provide food services to District;
3. District selected ARAMARK agree to enter into this Addendum, modifying the terms and conditions of the Addendum, dated as of December 10, 2002, to Standard Contract for Food Management Services (the "Food Service Management Agreement").

NOW THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound, the parties hereto agree that the following paragraphs shall be added to the RFP and Proposal.

1. Sections E, H, and K of Article XXI of the **STANDARD TERMS AND CONDITIONS** shall be deleted and replaced in their entirety with the following.

"XXI. Definitions: The following words and phrases when used in this Addendum shall have the meanings given to them in this Paragraph:

E. **"Current Year":** The period beginning July 1, 2003 and ending June 30, 2004.

H. **"Equivalency Factor":** The amount of \$2.24 used to determine the number of Meal Equivalents served by ARAMARK. If this Agreement is renewed after the Current Year and if the Equivalency Factor changes in any renewal year, ARAMARK will receive an automatic adjustment to its General and Administrative Expense and Management Fee to equitably compensate ARAMARK for the loss of General and Administrative Expense and Management Fee due to the change in the Equivalency Factor.

K. **"General and Administrative Expense":** ARAMARK's allowance for the financial reporting, legal, tax and audit services and

management oversight provided to client locations by ARAMARK at the regional and corporate levels. Such allowance shall be of an amount equivalent to five and two-tenths cents (\$0.052) per (i) meal served under the National School Lunch and Breakfast Programs and (ii) Meal Equivalents served. For the purpose of computing the foregoing meal counts, the number of National School Lunch and Breakfast Program meals served to children shall be determined by actual count. Cash receipts, other than from sales of National School Lunch and Breakfast Program meals served to children and Cash Equivalents shall be divided by the Equivalency Factor to determine the number of Equivalent Meals served by ARAMARK."

9. **STANDARD TERMS AND CONDITIONS, Subsection XVII. TERM AND TERMINATION**, subparagraph A, shall be deleted in its entirety, and in its place shall be inserted the following:

"XVII. TERM AND TERMINATION:

A. This Agreement shall become effective on July 1, 2003 and terminate on June 30, 2004 (the "Term") and may be renewed by mutual agreement of District and ARAMARK for three additional terms of one school year each."

13. Sections C, E, and F of Article XXV of **STANDARD TERMS AND CONDITIONS** shall be deleted in their entirety, and in their place shall be inserted the following:

"XXV. Financial Terms:

C. **Payment to ARAMARK:** ARAMARK shall be reimbursed for all Reimbursable Items incurred by ARAMARK in providing services pursuant to this Agreement, including an allowance for its General and Administrative Expense. In addition, ARAMARK shall receive a management fee of three cents (\$0.03) per meal for each National School Lunch and Breakfast Program meal served and Meal Equivalent served (the "Management Fee"). The total of such Reimbursable Items and Management Fee shall be referred to as "District's Financial Obligation". The computation of ARAMARK's allowance for its General and Administrative Expense and Management Fee as set forth herein is not based on "cost plus a percentage of cost" or "cost plus a percentage of income."

E. **Number of Meals:** ARAMARK's allowance for its General and

Administrative Expense and Management Fee is based on an anticipated service per school year of 385,620 National School Lunch and Breakfast Program meals and Meal Equivalents. In the event that existing conditions at District change (including by way of example, student population, number of service days, type and number of schools, personnel practices, hours, length or type of meal service or any other conditions beyond the control of ARAMARK), so that such minimum number of meals is not achieved, District and ARAMARK agree to renegotiate the Financial Terms set forth herein.

F. ARAMARK Guarantee:

1) **Projected Surplus Food Service Budget:** ARAMARK estimates that District's Total Food Service Costs shall not exceed Gross Receipts for the Current Year for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit "A" (the "Food Service Budget").

2) **ARAMARK Reimbursement:** ARAMARK agrees to reimburse District for the amount, if any, by which District's Surplus is less than the Projected Surplus for the Current Year ("District's Shortfall") up to the amount of ARAMARK's Management Fee for the Current Year. District shall be responsible for the balance of the District's Surplus. As used herein, the term "District's Surplus" shall mean the amount, if any, by which District's actual Gross Receipts for the Current Year exceed District's actual Total Food Service Costs for the Current Year.

3) **Reimbursement Conditions and Assumptions:** ARAMARK's obligation to reimburse District in accordance with Paragraph 16.F(2), above, shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:

- (i) Reimbursement rates for Food Service Program meals shall not be less than the rates in effect for the prior school year.
- (ii) The value of government donated commodities or cash in lieu thereof received shall not be less than the value of government donated commodities or cash in lieu thereof received during the prior school year. The mix and quantity of government

donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in Exhibit "A".

- (iii) There shall be at least 182 full service days where breakfast is served for the Current Year and 166 full service days where lunch is served for the Current Year.
- (iv) The average daily student enrollment for the Current Year shall be at least 3,289.
- (v) The cost of wages, salary, and fringe benefits for the District's employees or the number of District employees shall not exceed such levels as set forth in Exhibit "A". ARAMARK's obligation is based on the Federal and State minimum wage laws in effect as of January 1, 2003. Should the minimum wage be increased above the January 1, 2003 level pursuant to any Federal, State or local law or regulation, ARAMARK's obligation shall automatically be adjusted to cover increased labor costs resulting directly or indirectly from such increase.
- (vi) The actual costs charged to the Food Service Budget by District shall not exceed the projected operating expenses as set forth in Exhibit "A" attached hereto and made a part hereof.
- (vii) Food costs during the Current Year shall not increase by an amount greater than Three Percent (3%). For the purposes of this provision, food costs shall be measured by comparing the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982 = 100% base period), Food Away From Home ("CPI") (or a comparable index if that index is not available), in effect on July 1, 2003 to the CPI in effect on June 30, 2004.
- (viii) District and its representatives, including, but not

limited to, the District liaison, school principals, teachers and District employees shall fully cooperate with ARAMARK and its representatives in the implementation of the Food Service Program and any modifications to the Food Service Program. District shall fully cooperate with ARAMARK to limit the expansion of competitive food sales in order to maximize the Gross Receipts and other non-cash sales of the Food Service Program.

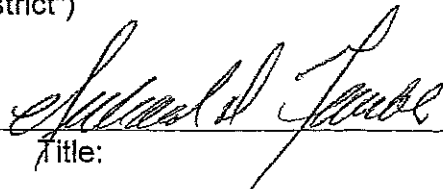
- (ix) The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment shall not decrease from prior year.

In the event any of the foregoing conditions or assumptions are not met during the Current Year, ARAMARK's obligation shall be reduced by the amount of any increase in District's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year District requests a material change in any phase of the Food Service Program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, ARAMARK shall advise District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by ARAMARK and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

TECUMSEH PUBLIC SCHOOLS
("District")

Date: 8-4-03

By: 
Title:

**ARAMARK EDUCATIONAL SERVICES,
INC. ("ARAMARK")**

Date: 6/13/03

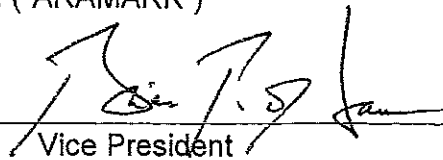
By: 
Vice President

EXHIBIT A

2003-2004 Food Service Budget and Projected Enrollment

[To Be Furnished]

UNITED STATES 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, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participation 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.

ARAMARK Educational Services, Inc.

FSMC Name

Brian P. O'Hara, Vice President

Name and Title of Authorized FSMC Representative

FSMC Signature

June 12, 2003

Date

Appendix F

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, and 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, and 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.

ARAMARK Educational Services, Inc.

Food Service Management Company

1101 Market Street

Address of Food Service Management Company

Philadelphia,

PA

19107

Town

State

Zip Code

Brian P. O'Hara

Name of Submitting Official

Vice President

Title of Submitting Official

Signature

June 12, 2003

Date

DISCLOSURE OF LOBBYING ACTIVITIES

<input type="checkbox"/>	Check if not applicable and complete box 16
--------------------------	--

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions a. bid/offer/application b. initial award c. post-award	3. Report Types: a. initial filing b. material change For Material Change Only: Year Quarter Date of last report
4. Name and Address of Reporting Entity: Prime Subawardee Tier If known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable: <input style="width: 150px;" type="text"/>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ <input style="width: 100px;" type="text"/>	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ actual planned	13. Type of Payment (check all that apply): a. retainer b.	

<p>12. Form of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> cash</p> <p>b. <input type="checkbox"/> in-kind; specify: nature _____ value _____</p>	one-time fee
	c. <input type="checkbox"/> commission
	d. <input type="checkbox"/> contingent fee
	e. <input type="checkbox"/> deferred
	f. <input type="checkbox"/> other, specify: _____


14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:

Yes _____
No _____

16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 
 Print Name: Brian P. O'Hara
 Title: Vice President
 Telephone No.: 215-238-3000 Date: 6/12/03

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

FSMC Guidance for SFAs - June 1995
Appendix F - Lobbying Certification