

**REQUEST FOR PROPOSAL (R.F.P.)**

**FOR**

**Whittemore-Prescott Area Schools**

**SCHOOL FOOD SERVICE MANAGEMENT**

**For The**

**School Year Starting In July 2002-2003**

**Pre-bid Meeting January 15, 2002 10:30 AM,**

**Proposal due January 29, 2002 2:00 PM**

**George Goodchild**

**Superintendent**

**8790 Prescott Road,**

**Whittemore, MI. 48770**

**989-756-2500**

**Proposal is for a Cost Reimbursable Contract**

A. Intent

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

B. Procurement Method

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

C. Bid Submission and Award

1. Sealed proposals are to be submitted to Whittemore-Prescott Area Schools by January 29, 2002 2:00 PM. Proposal is to be submitted in a sealed envelope marked "Food Service Management Bid."
2. Whittemore-Prescott Area Schools reserves the right to reject any or all bids, if deemed to be in the best interest of the district.
3. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
4. Awards shall be made to the qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
6. If additional information is required, please contact George Goodchild, Superintendent, at 989-756-2500.

D. Incurring Costs

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

parties.

E. **Contract Terms**

This contract shall be for a period of one year beginning on or about July 2002 and ending June 30, 2003 with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.

F. **Pre-Bid Meeting**

Interested bidders must meet to review the specifications, to clarify any questions and for a walk-through of the facilities with school officials on January 15, 2002 10:30 AM , at the administration offices on 8790 Prescott Road, Whittemore, MI. 48770.  
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:

- X Continue to be employed by SFA
- Become employees of the FSMC
- Retain interview rights when FSMC hires
- Not be retained

Other (explain)

**L. Meal Equivalents**

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

**M. Payment and Fees**

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

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

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

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

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

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

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

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

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

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

credit the SFA.

## STANDARD TERMS AND CONDITIONS

### I. SCOPE AND PURPOSE

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

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

## II. SIGNATURE AUTHORITY

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

## III. FREE AND REDUCED PRICE MEALS POLICY

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

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

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

#### IV. USDA DONATED FOOD

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

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

V. **HEALTH CERTIFICATIONS**

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

VI. **MEALS**

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



VII. **BOOKS AND RECORDS**

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

VIII. **EMPLOYEES**

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

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

IX. **MONITORING**

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

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

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

planning.

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

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

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

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

XII. **PURCHASES**

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

XIII. **SANITATION**

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

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

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

**XIV. LICENSES, FEES & TAXES**

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment to this document
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

**XV. NON-DISCRIMINATION**

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

**XVI. EMERGENCY CLOSING**

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

**XVII. TERM & TERMINATION**

- A. This contract shall become effective on **July 1, 2002** and terminate on **June 30, 2003** with up to four 1-year renewals with mutual agreement between the SFA and the FSMC.

- B. The SFA or the FSMC may terminate the contract for cause by giving sixty (60) days written notice.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

**XVIII. NONPERFORMANCE BY FSMC**

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

**XIX. CERTIFICATIONS**

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975;

7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.
- F. The FSMC **has signed** the Certification of Independent Price Determination, which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- G. The FSMC **has signed** the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.
- H. The FSMC **has signed** the Certification Regarding Clean Water and Air, which was attached as an addendum to the FSMC's bid, and which is incorporated herein by reference and made a part of this contract.

- I. The FSMC **has signed** the Certification Regarding Disclosure of Lobbying Activities which was attached as an addendum to the FSMC's bid and which is incorporated herein by reference and made a part of this contract.

XX. **MISCELLANEOUS**

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



# AGREEMENT PAGE

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

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

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

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

ATTEST:

\_\_\_\_\_  
Schools \_\_\_\_\_

SCHOOL FOOD AUTHORITY:

Whittemore-Prescott Area

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FOOD SERVICE MANAGEMENT  
COMPANY

\_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SAMPLE MINIMUM FOOD SPECIFICATIONS

### Meats/Seafood's

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

Pork shall be US No. 1 or US No. 2

Poultry shall be US Government Grade A

Seafood to be top grade, frozen fish must be nationally distributed brand, packed under continuous inspection of the USDA

**Dairy Products** – All dairy products must be Government inspected

Fresh eggs, USDA Grade A or equivalent, 100% candled

Frozen eggs, USDA inspected.

Butter, USDA 92 score or better

Milk pasteurized Grade A

### Fruits and Vegetables

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

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

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

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

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

<u>Product</u>	<u>Pack/Size</u>	<u>Specifications</u>
Beans, French cut	6/#10	Fancy
Beans, Kidney Dark Red	6/#10	Fancy
Beans, Wax 4 sv	6/#10	Fancy
Beans, Chili Hot	6/#10	Fancy
Beans, Sprout	6/#10	Fancy
Beets, Diced	6/#10	Fancy
Chop Suey Vegetables	6/#10	Fancy
Chow Mein Noodles	6/#10	Domestic
Carrots, Diced	6/#10	Fancy
Corn, Whole Kernel	6/#10	Fancy
Mixed Vegetables	6/#10	Fancy
Mushrooms, Pcs & Stems	6/#10	Standard
Onions, whole 200/over	6/#10	Fancy
Peas, Early June 3 sv	6/#10	Fancy
Peas & Carrots	6/#10	Fancy
Green Peppers, Diced	6/#10	Fancy
<b>Meat/Beef/Pork Fresh or Frozen</b>		
Beef, Diced	1" x 1"	Boneless
Round Rump, Shank-off	56-64#	Bone-In
Ground Beef, Bulk, Pure	10#	80% Lean-20% Fat Ground
Beef Patties	Pure Size	US Choice I.Q.F.
Hoagie Steak	4/5/6 oz	US#1
Ground Pound	Pound	US#1
Bacon Lay-out	18/22	US#1
Sausage, Patties	1, 1 ½ or 2 oz	US#1
Sausage Links, Art. Cas.	16#1oz	US#1
Bacon Canadian	6#	US#1

# Whittemore Prescott Area Schools

## Bid Point Calculator and Evaluation Criteria

Bid Point Calculator and Evaluation Criteria				
<b>Maximum Points 100</b>  <b>High Points wins contract</b>	<b>Company Name</b>			
Bid Calculation and evaluation criteria				
	Bid (Circle Lowest Bid)			
	Subtract lowest bid from bid above			
	Divide answer from above by lowest bid			
	Subtract answer above from 1			
51 points	Multiply answer above by 51			
Pts. Below	List Other Criteria Below			
10	FSMC RECOMMENDATIONS			
10	FSMC STRENGTHS			
10	FSMC PEOPLE & SUPPORT			
6	FSMC TRAINING			
2	FSMC MERCHANDISING			
11	INTEGRITY OF BUDGET			
<b>100 pts.</b>	<b>Total</b>			

**Whittemore-Prescott Area Schools - Cost Responsibility Detail Sheet**

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

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

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

## REVENUE PROVIDED DISTRICT

### Whittemore Prescott Area Schools

Based upon Equivalent Meal factor of \$ 2.24  
 Total Equivalent Meals 300,367

Days of Service Breakfast 180 Lunch 178

Category	Annual meals x	Price=	Revenue	
<b>BREAKFAST</b>				
Paid	9221	\$ 0.75	\$ 6,916	
Reduced	8984	\$ 0.30	\$ 2,695	
<b>LUNCHES</b>				
Paid Elementary	26,117	\$ 1.00	\$ 26,117	
Paid Middle School	9,264	\$ 1.25	\$ 11,580	
Paid High School	18,674	\$ 1.25	\$ 23,342	
Reduced	24,499	\$ 0.40	\$ 9,800	
Catering			\$ 3,000	
A La Carte Sales	\$ 174.32	178	\$ 31,029	
Head start Lunch	\$ 3,360	\$ 2.50	\$ 8,400	
Head start Breakfast	3360	\$ 1.25	\$ 4,200	
Other				
			<b>Total Local Revenue</b>	<b>\$ 127,079</b>
<b>REIMBURSEMENTS</b>				
<b>BREAKFAST</b>				
Free (N)	64980	\$ 1.37	\$ 89,023	
Reduced (N)	8,984	\$ 1.07	\$ 9,612	
Paid	9,221	\$ 0.21	\$ 1,936	
<b>LUNCHES</b>				
Free (N)	117812	\$ 2.11	\$ 248,583	
Reduced (N)	24,499	\$ 1.71	\$ 41,894	
Paid (N)	54,055	\$ 0.22		
			<b>Federal Reimbursements</b>	<b>\$ 391,048</b>
			<b>At Risk</b>	<b>\$ 6,000</b>
			<b>31 D</b>	<b>\$ 22,832</b>
			<b>TOTAL REVENUE</b>	<b>\$ 546,959</b>

**Meals and Meal Equivalent Calculator  
Whittemore Prescott Area Schools**

Federal Free Lunch Rate	\$ 2.09
Plus Commodity Rate	\$ 0.15
<b>Total</b>	<b>\$ 2.24</b>
Last Year's a la carte and catering income	\$ 46,629
<b>Meal equivalent (Divide Income by Total)</b>	<b>20,816</b>
Breakfast Served	83,185
Lunches Served	196,366
<b>Total Meals and Meal Equivalents</b>	<b>300,367</b>

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

**LABOR AND FRINGE WORKSHEET**  
Whittemore Prescott Area Schools

School	Employee	Job	Hourly Rate	Hours	Days	Wages	Retirement Insurance	FICA	Workers Comp	
High School	Janet Smith	Head cook	\$ 10.28	8.00	181	\$ 14,885	\$ 1,812	\$ 8,436	\$ 1,139	\$ 223
High School	MaryLou Clem	Cook	\$ 9.61	5.00	181	\$ 8,697	\$ 1,058	\$ 2,158	\$ 665	\$ 130
High School	Lisa Grezeszal	Cook	\$ 9.61	4.00	181	\$ 6,958	\$ 847	\$ -	\$ 532	\$ 104
Elementary	Virginia Hasty	Head cook	\$ 10.28	8.00	181	\$ 14,885	\$ 1,812	\$ 8,436	\$ 1,139	\$ 223
Elementary	Sandra Brown	Cook	\$ 9.61	8.00	181	\$ 13,915	\$ 1,693	\$ 8,436	\$ 1,065	\$ 209
Elementary	Jeanne Sheeh	Cook	\$ 9.61	6.00	181	\$ 10,436	\$ 1,270	\$ 8,436	\$ 798	\$ 157
Elementary	Kelli Stone	Cook	\$ 9.61	5.00	181	\$ 8,697	\$ 1,058	\$ 2,158	\$ 665	\$ 130
Elementary	Sue Hall	Cook	\$ 9.61	3.50	181	\$ 6,088	\$ 741	\$ -	\$ 466	\$ 91
Jr. High	Michele Thors	Head cook	\$ 10.28	8.00	181	\$ 14,885	\$ 1,812	\$ 8,436	\$ 1,139	\$ 223
Jr. High	Theresa Ryan	Cook	\$ 9.61	4.00	181	\$ 6,958	\$ 847	\$ 8,436	\$ 532	\$ 104
Jr. High	Donna Roby	Cook	\$ 9.61	2.00	181	\$ 3,479	\$ 423	\$ 719	\$ 266	\$ 52
All	Aides	Various	\$11,599.20	1.00	1	\$ 11,599	\$ 1,412	\$ -	\$ 887	\$ 174
All	Subs	Various	\$ 8.61	9.50	181	\$ 14,805	\$ 1,802	\$ -	\$ 1,133	\$ 222
<b>TOTAL</b>				<b>72.00</b>		<b>\$ 136,288</b>	<b>\$ 16,586</b>	<b>\$ 55,651</b>	<b>\$ 10,426</b>	<b>\$ 2,044</b>



**School District Information: Lunch Program ... Price/Counts/Other Income**

Whittemore Prescott Area Schools

School	Enrollment	Meal Prices:			Reimbursable Meal ADP:			A la Carte and Other Income
		Adult	Student	Free	Reduced	Paid		
W P High	393	\$ 2.00	\$ 1.25	143	41	105	\$ 100.00	
W.P. Jr. High	239	\$ 2.00	\$ 1.25	125	28	52	\$ 50.00	
Early Educ center	175	\$ 2.00	\$ 1.00	54	6	18	\$ 3.18	
W.P. Elem	601	\$ 2.00	\$ 1.00	310	61	125	\$ 20.00	
W.P. Alternativ	62	\$ 2.00	\$ 1.00	31	1	4	\$ 1.14	
<b>TOTAL</b>	<b>1470</b>			<b>662</b>	<b>138</b>	<b>304</b>	<b>\$ 174.32</b>	

**School District Information: Breakfast Program ... Price/Counts/Other Income**  
Whittemore Prescott Area Schools

School	Enrollment	Meal Prices:		Reimbursable Meal ADP:			A la Carte and Other Income
		Adult	Student	Free	Reduced	Paid	
W P High	393	\$ 1.25	\$ 0.75	57	9	5	\$ -
W.P. Jr. High	239	\$ 1.25	\$ 0.75	57	5	2	\$ -
Early Educ center	175	\$ 1.25	\$ 0.75	45	5	11	\$ -
W.P. Elem	601	\$ 1.25	\$ 0.75	194	30	33	\$ -
W.P. Alternativ	62	\$ 1.25	\$ 0.75	8	0	0	\$ -
<b>TOTAL</b>	<b>1470</b>			<b>361</b>	<b>50</b>	<b>51</b>	<b>\$ -</b>

**School District Information: The X'ed services below are to be provided at the following locations**  
 Whittemore Prescott Area Schools

School	Offer vs. Serve		Offer vs. Serve		Offer vs. Serve		Split Session Kindergarten	
	Lunch	Breakfast	Breakfast	Breakfast	A La Carte	Adult Meals	Special Milk	
W P High	X		X		X			
W.P. Jr. High	X		X		X			
Early Educ center	X		X		X			
W.P. Elem	X		X		X			
W.P. Alternative	X		X		X			

**Bid Sheet - Cost Reimbursable Contract**  
**Projected Operating Cost**

This bid offered by Whittemore Prescott Area School Food Management Company based upon 300,367 equivalent meals per year.

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

Expenses	Bid Items	COST
Food Cost - Including Commodities Delivery Charge	X	\$ <u>218,784</u>
Labor		\$ <u>136,288</u>
Fringe Benefits		\$ <u>84,708</u>
On-site Manager Salary & Benefits	X	\$ <u>50,387</u>
Direct Cost		\$ <u>20,450</u>
District Paid Cost		\$ <u>-</u>
Non-food cost	X	\$ <u>21,878</u>
Utilities Paid by Food Service Fund		
Other:	X	\$ <u>3,650</u>
FSMC Administrative Cost	X	\$ <u>16,740</u>
FSMC Management Cost	X	\$ <u>10,513</u>
<b>Total Cost</b>		<b>\$ <u>321,952</u></b>

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

Signed: \_\_\_\_\_  
FSMC Management Company Representative Date

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

Direct Cost

Expendable replacement	\$7,000
Vehicle expense	\$1,700
Post/phone/freight	\$ 250
Parts/mtn/repair	\$5,000
Laundry/cleaning/office	\$1,500
Misc	\$5,000
<b>Total</b>	<b>\$ 20,450</b>

WHITTEMORE-PRESCOTT AREA SCHOOLS  
 SPECIAL REVENUE FUNDS  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 FOR THE YEAR ENDED JUNE 30, 2001  
 WITH COMPARATIVE TOTALS FOR JUNE 30, 2000

	<u>FOOD SERVICE</u>
<u>REVENUES</u>	
Revenue from Local Sources:	
Food Sales	\$ 140,965
Athletic Activities	-
Other	2,715
State Aid	49,112
Federal Aid	<u>422,796</u>
Total Revenues	<u>615,588</u>
 <u>EXPENDITURES:</u>	
Current:	
Food Services	385,776
Athletic Activities	-
Salaries	136,008
Employee Benefits	73,096
Capital Outlay	<u>17,330</u>
Total Expenditures	<u>612,210</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,378
 <u>OTHER FINANCING SOURCES</u>	
Operating Transfer from General Fund	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES	3,378
Fund Balance - Beginning of Year	<u>56,065</u>
Fund Balance - End of Year	<u>\$ 59,443</u>

# **WHITTEMORE PRESCOTT ALA A CARTE LIST**

ITEM	COST
Brownie	.25
Fortune cookie	.10
Pretzel rod	.10
Gold fish crackers	.25
Teddy grahams	.25
Fruit snacks	.25
Fruit gushers	.40
Fruit roll-ups	.45
Small rice krispy treat	.50
Large rice krispy treat	.75
Combos	.75
Mini chips ahoy	.75
Fudge stripe cookie	.75
Nutter butter cookies	.75
Mini oreos	.75
Bagged chips ALL FLAVORS	.50
Pringles	.75
Candy bars	.65
Twix	.35
Starbursts	.75
Skittles	.75
Fresh baked cookie	.30
Hostess cupcake	.75
Power ade	1.00
Fruitopia	1.00
Water, large	1.00
Water, small	.50
Minute maid juice	1.50
Sunny delight	.50
Milk	.30
Entree only	.80
Fresh fruit	.35

# **WHITTEMORE PRESCOTT LUNCH SCHEDULES**

<b>BUILDING</b>		<b>TIME</b>
<b>ECC</b>	<b>Young 4's thru Kind.</b>	<b>11:15</b>
<b>ELEMENTARY</b>	<b>1st thru 6th</b>	<b>10:45</b>
<b>JR. HIGH</b>	<b>7th &amp; 8th</b>	<b>11:35</b> <b>12:25</b>
<b>HIGH SCHOOL</b>	<b>9th thru 12th</b>	<b>11:10</b> <b>12:20</b>
<b>ALT. EDUCATION</b>		<b>11:30</b>

# Whittemore Prescott Elem. & E.C.C.

## OCTOBER 2001

Monday	Tuesday	Wednesday	Thursday	Friday
<b>1</b> WET BURRITO CHIPS & SALSA FRESH VEGGIES CANTELOPE	<b>2</b> THIN SLICED HOT HAM & CHEESE OVEN TATERS PEACHES	<b>3</b> CORN DOG CHIPS & SALSA CARROT COINS MIXED FRUIT	<b>4</b> BACON CHEESEBURGER OVEN TATERS APPLESAUCE	<b>5</b> PEPPERONI PIZZA CORN PEARS
October is National Apple Month				
<b>8</b> CHICKEN NUGGETS DINNER ROLL MASHED & GRAVY PEARS	<b>9</b> HOT DOG chili & cheese optional OVEN TATERS MIXED FRUIT	<b>10</b> BAKED BBQ DRUMMERS OVEN TATERS APPLESAUCE  <b>**COOKIE DAY**</b>	<b>11</b> MEATY NACHOS AND CHEESE BREAD STICK FRESH VEGGIES GRAPES	<b>12</b> CHUCK-E-CHEESE PEPPERONI PIZZA GREEN BEANS PEARS
Columbus Day October 8, 2001				
<b>15</b> MAC & CHEESE CHIPS & SALSA GREEN BEANS APPLESAUCE	<b>16</b> BREADED PORK PATTY DINNER ROLL MASHED & GRAVY APPLESAUCE  <b>**TREAT DAY**</b>	<b>17</b> CHICKEN FAJITA CHIPS & SALSA FRESH VEGGIES WATERMELON	<b>18</b> PIZZA CORN PEACHES	<b>19</b> NO SCHOOL TEACHER INSERVICE
PYRAMID PETE VISITS FRUITUS FREAKUS WHO IS TRAINING FOR THE SKI JUMP				
<b>22</b> CHICKEN NUGGETS DINNER ROLL OVEN FF PEARS	<b>23</b> HOT DOG ON BUN OVEN TATERS PEACHES  <b>**BIRTHDAY DAY**</b>	<b>24</b> BEEF TACO BREAD STICK FRESH VEGGIES APPLESAUCE	<b>25</b> CHICKEN SANDWICH OVEN TATERS PINEAPPLE	<b>26</b> PIZZA CORN PEARS
HAVE A SAFE AND HAPPY HALLOWEEN REMEMBER TO WEAR LIGHT COLORS AND CARRY A LIGHT WHILE TRICK OR TREATING				
<b>29</b> CRISPTIO CHIPS & SALSA FRESH VEGGIES PEACHES	<b>30</b> MEATY SPAGHETTI BREAD STICK CORN PEARS	<b>31</b> CHICKEN NOODLE SOUP BOSCO CHEESE STICK CARROT & CELERY STICKS APPLESAUCE	<b>31</b> MENU SUBJECT TO CHANGE	
THE SCHOOL FOOD SERVICE PROGRAM PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, HANDICAP OR RELIGION				

Questions regarding food service, please contact Nancy Jameson at 756-2885 or 873-5650



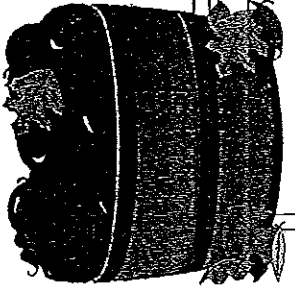
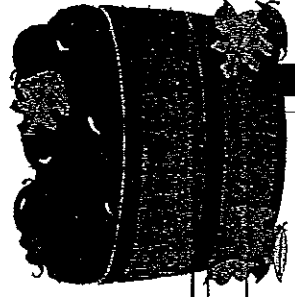
# WHITTEMORE PRESCOTT JR. HIGH

## NOVEMBER 2001

Monday	Tuesday	Wednesday	Thursday	Friday
MENU SUBJECT TO CHANGE WITHOUT NOTICE		LUNCH 1.25 REDUCED .40 STAFF 2.00 BREAKFAST .75 REDUCED .30 STAFF 1.50 MILK .30	CHICKEN PARM BREAD STICK CORN MIXED FRUIT	MAC & CHEESE GREEN BEANS PINEAPPLE
NOVEMBER 11th IS VETERANS DAY				
5 FRENCH BREAD PIZZA WITH EXTRA TOPPINGS CARROT COINS PEARS	6 CHICKEN NUGGETS MASHED & GRAVY PEACHES  ***BIRTHDAY DAY***	7 SUB DAY FRESH VEGGIES FRESH FRUIT	8 1/2 DAY OF SCHOOL PARENT TEACHER CONFERENCE	9 1/2 DAY OF SCHOOL PARENT TEACHER CONFERENCE
12 8 MEAT BALLS DINNER ROLL MASHED & GRAVY PEARS	13 THANKSGIVING FEAST TURKEY & STUFFING MASHED & GRAVY CORN & ROLL MIXED FRUIT PUMPKIN SQUARES	14 CHICKEN SANDWICH OVEN TATERS PEACHES  **LUCKY TRAY DAY**	15 NO SCHOOL  SAFETY DAY	16 NO SCHOOL  SAFETY DAY
GO CARDS GO GARDS GO CARD GO CARDS GO CARDS GO CARDS GO CARDS GO CARDS GO CARDS				
19 POLISH SAUSAGE ON A BUN SAUERKRAUT OPTIONAL OVEN TATERS PEACHES	20 CHICKEN NOODLE SOUP BOSCO CHEESE STICK CARROT & CELERY STICKS APPLESAUCE	21 BEEF TACO CHIPS & SALSA FRESH VEGGIES PEARS  ***COOKIE DAY***	22 NO SCHOOL  HAPPY THANKSGIVING	23 NO SCHOOL
26 BAKED DRUMMERS DINNER ROLL MASHED & GRAVY PEARS	27 MEATY NACHOS AND CHEESE BREAD STICK FRESH VEGGIES APPLESAUCE	28 CHILI TOASTED CHEESE CELERY STICKS PEACHES  ***TREAT DAY***	29 CHICKEN RINGS OVEN TATERS MIXED FRUIT	30 FRENCH BREAD PIZZA WITH EXTRA TOPPINGS CORN PINEAPPLE
THE SCHOOL FOOD SERVICE PROGRAM PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, HANDICAP OR RELIGION				

AVAILABLE DAILY: fresh fruit & veggies, all you can eat salad bar, grain products, pizza, chef salad, deli wrap, Milk 1% choc., 2% white, whole white & skim  
 Questions regarding food service, please contact Nancy Jameson at 756-2885 or 873-5650

# STAFF October 2001



	M	T	W	T	F	S
1	WET BURRITO	2 THIN SLICED HOT HAM AND CHEESE	3 DELI WRAP	4 BACON CHEESEBURGER	5 VEGGIE OR HAWAIIAN PIZZA	6
7	8 SALISBURY STEAK	9 CHICKEN CEASER WRAP	10 BAKED BBQ DRUMMERS	11 TACO SALA EDIBLE BOWL	12 VEGGIE OR HAWAIIAN PIZZA	13
14	15 MAC AND CHEESE	16 BREADED PORK PATTY	17 CHICKEN FAJITA	18 VEGGIE OR HAWAIIAN PIZZA	19 NO SCHOOL	20
21	22 CHICKEN PARM	23 DELI WRAP	24 BRISTO	25 CHICKEN CLUB SANDWICH	26 VEGGIE OR HAWAIIAN PIZZA	27
28	29 POLISH SAUSAGE AND KRAUT	30 MEATY SPAGHETTI	31 CHICKEN NOODLE SOUP BOSCO CHEESE STICK	<b>MENU SUBJECT TO CHANGE WITHOUT NOTICE</b>		

# WHITTEMORE PRESCOTT HIGH & ALT. ED

## NOVEMBER 2001

Monday	Tuesday	Wednesday	Thursday	Friday
MENU SUBJECT TO CHANGE WITHOUT NOTICE		LUNCH 1.25 REDUCED .40 STAFF 2.00 BREAKFAST .75 REDUCED .30 STAFF 1.50 MILK .30	CHICKEN P ARM BREAD STICK CORN MIXED FRUIT	MAC & CHEESE GREEN BEANS PINEAPPLE
NOVEMBER 11th IS VETERANS DAY				
5 FRENCH BREAD PIZZA WITH EXTRA TOPPINGS CARROT COINS PEARS	6 CHICKEN NUGGETS MASHED & GRAVY PEACHES  ***BIRTHDAY DAY***	7 SUB DAY FRESH VEGGIES FRESH FRUIT	8 1/2 DAY OF SCHOOL PARENT TEACHER CONFERENCE	9 1/2 DAY OF SCHOOL PARENT TEACHER CONFERENCE
12 8 MEAT BALLS DINNER ROLL MASHED & GRAVY PEARS	13 CHICKEN SANDWICH OVEN TATERS PEACHES  **LUCKY TRAY DAY**	14 THANKSGIVING FEAST TURKEY & STUFFING MASHED & GRAVY CORN & ROLL MIXED FRUIT PUMPKIN SQUARES	15 NO SCHOOL  SAFETY DAY	16 NO SCHOOL  SAFETY DAY
GO CARDS GO GARDS GO CARD GO CARDS GO CARDS GO CARDS GO CARDS GO CARDS GO CARDS				
19 POLISH SAUSAGE ON A BUN SAUERKRAUT OPTIONAL OVEN TATERS PEACHES	20 CHICKEN NOODLE SOUP BOSCO CHEESE STICK CARROT & CELERY STICKS APPLESAUCE	21 BEEF TACO CHIPS & SALSA FRESH VEGGIES PEARS  ***COOKIE DAY***	22 NO SCHOOL  HAPPY THANKSGIVING	23 NO SCHOOL
Every Monday chicken sandwich    every Tuesday cheeseburger    every Wednesday hot ham & cheese    every Thursday burrito    every Friday fish sandwich				
26 BAKED DRUMMERS DINNER ROLL MASHED & GRAVY PEARS	27 MEATY NACHOS AND CHEESE BREAD STICK FRESH VEGGIES APPLESAUCE	28 CHILI TOASTED CHEESE CELERY STICKS PEACHES  ***TREAT DAY***	29 CHICKEN RINGS OVEN TATERS MIXED FRUIT	30 FRENCH BREAD PIZZA WITH EXTRA TOPPINGS CORN PINEAPPLE
THE SCHOOL FOOD SERVICE PROGRAM PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, HANDICAP OR RELIGION				

AVAILABLE DAILY: fresh fruit & veggies, all you can eat salad bar, grain products, pizza, chef salad, deli wrap, Milk 1% choc., 2% white, whole white & skim  
 Questions regarding food service, please contact Nancy Jameson at 756-2885 or 873-5650

**October 2001 SM-4012-SL Reimbursement Claim Form**

Sponsor Name: **WILKINSON PRESCHOOL AREAS SCHOOLS**  
Agreement Number: 35040

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

Breakfast	
5 Schools	
Level 1	242
Level 2	0
Total	242

Lunch	
5 Schools	
Level 1	242
Level 2	0
Total	242

Snacks	
1 Schools	
Level 1	15
Level 2	0
Total	15

Total	
Level 1	499
Level 2	0
Total	499

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

YES  NO

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

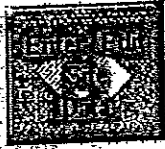
*22 operating days  
Breakfast & Lunch*


*Total district enrollment 1470*


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

Sponsor: 35040 (WHITTEMORE PRESCOTT AREA SCHOOLS)      Control #: 21010336  
 Claim Month: October 2001      Certified On:

You May Certify This Claim

Building/Site: 350407705	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	00001316	00001316	00001316	00000000	22
	00001317	00001317	00001317	00000000	22
Last Edit On: 11/6/01 8:42:09 AM  	REDUCED PRICE APPLICATIONS				00000000
	FREE APPLICATIONS				00000000
	STUDENT ENROLLMENT				00000000
	Overclaim:				

Building/Site: 350404516	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	00001316	00001316	00001316	00000000	22
	00001317	00001317	00001317	00000000	22
Last Edit On: 11/6/01 8:42:39 AM  	REDUCED PRICE APPLICATIONS				00000000
	FREE APPLICATIONS				00000000
	STUDENT ENROLLMENT				00000000
	Overclaim:				

Building/Site: 350407618 (HIGH)	MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
	00001316	00001316	00001316	00000000	22
	00001317	00001317	00001317	00000000	22
Last Edit On: 11/6/01 8:43:08 AM  	REDUCED PRICE APPLICATIONS				00000000
	FREE APPLICATIONS				00000000
	STUDENT ENROLLMENT				00000000
	Overclaim:				

Building/Site: 350405551 (SCHOOL)		MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
Last Edit On: 11/6/01 8:43:56 AM		BREAKFAST	00000000	00000000	00000000	
		LUNCH	00000000	00000000	00000000	
		DINNER	00000000	00000000	00000000	
Enter Edit Site Data		REDUCED PRICE APPLICATIONS				000000
		FREE APPLICATIONS				000000
		STUDENT ENROLLMENT				000000
		Overclaim				

Building/Site: [REDACTED]		MEAL CODE	TOTAL SERVINGS	TOTAL FREE	TOTAL REDUCED	DAYS SERVED
Last Edit On: 11/6/01 8:44:24 AM		BREAKFAST	00000000	00000000	00000000	
		LUNCH	00000000	00000000	00000000	
		DINNER	00000000	00000000	00000000	
Enter Edit Site Data		REDUCED PRICE APPLICATIONS				000000
		FREE APPLICATIONS				000000
		STUDENT ENROLLMENT				000000
		Overclaim				

[Return to Sponsor Summary](#)

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# **SUCCESSFUL BIDDER CERTIFICATIONS**

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

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

# INSTRUCTIONS FOR

# CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

\_\_\_\_\_  
Name of Food Service Management Company

Whittemore-Prescott Area Schools

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

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

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

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

and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
Signature of School Food Authority's  
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  
Company's Authorized Representative

Title

Date

# U. S. DEPARTMENT OF AGRICULTURE

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

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

**(Please read instructions before completing Certification.)**

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

Organization Name

R/Award Number or Project Name

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

Signature(s)

Date

# CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Name of Food Service Management Company

Whittemore-Prescott Area Schools

## THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

## THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

Signature of Food Service Management  
Company's Authorized Representative

Title

Date

Whittemore-Prescott Area Schools  
Whittemore-Prescott Area Schools Authorized Representative

Title

Date

# CERTIFICATION REGARDING LOBBYING

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

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

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

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

**Name of Organization**

**Address of Organization**

**Address of Organization**

**Name of Submitting Official**

**Title of Submitting Official**

**Signature**

**Date**