

CHILD NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY

CENTER INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

AND

CONTRACT

NO. 2009-10

Texas Department of Agriculture
Food and Nutrition Division
P. O. Box 12847
Austin, Texas 78711
Phone (800) TEX-KIDS
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I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for Center Independent School District's participation in the United States Department of Agriculture's Child Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the school district.

The Texas Department of Agriculture is not and will not be a party to any contract between a school district and a food service management company. The school district has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL/INSTRUCTIONS

A. Legal Notice

Notice is hereby given that Center ISD, hereinafter referred to as the Local Education Agency (LEA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that LEA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of LEA, it is in LEA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal shall be borne in full by the interested party.

LEA reserves the right to accept any proposal which it determines most favorable to the interest of LEA and to reject any or all proposals or any portion of any proposal submitted which, in LEA's opinion, is not in the best interest of LEA.

The Offeror to this Request for Proposal will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the LEA.

B. Request For Proposal

Proposals will be received until 2:00pm on May 19, 2009 for supplying Center Independent School District with food service management services during the school year of 2009 - 2010, with options for renewal of the contract for four additional terms of one year each.

LEA will consider:

Cost-reimbursable Proposal

Fixed meal rate Proposal

Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of **the Assistant Superintendent, Rayford Copelin**, and shall be marked on the envelope "***Food Service Management Proposal, # 2009-10***" and also marked on the envelope the bidder's return address.

In accepting proposals, Center Independent School District reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of LEA.

Additional information required to adequately respond to this **Request for Proposal** may be obtained from LEA's business office telephone 936-598-5642.

Offerors must submit a complete response to this Request for Proposal, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity employer.

See Standard Terms and Conditions herein below.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein, under state regulations and LEA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on **May 4, 2009**, at **2:00pm**. Location: Center ISD Administration Office, 404 Mosby Street, Center, TX. Attendance is required. Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

LEA must use the prototype FSMC Request for Proposal and Contract to be approved. A LEA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency: Center ISD
Mailing Address: 404 Mosby Street
Physical Address: 404 Mosby Street
City: Center
State/Zip: TX/75935

Public opening will be at Center ISD Administration Office, **2:00pm (CST), May 19, 2009**. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal, # 2009-10."

LEA reserves the right to accept any proposal which it deems most favorable to the interest of LEA and to reject any or all proposals or any portion of any proposal submitted which, in LEA's opinion, is not in the best interest of LEA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided**. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language**. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, LEA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the LEA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division of the Texas Department of Agriculture (TDA).
- A bid bond or certified check in the amount of **\$2,000** to show good faith must be enclosed.
- Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.
- If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weight criteria.
- If offeror is presently operating a comparable, successful school lunch and breakfast program in a public school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error. The LEA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is signed.**

If additional information is requested, please contact Betty McDaniel at betty.mcdaniel@centerisd.org. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by LEA and which will result in a binding contract. **Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed.** _____ (FSMC must initial and date here to show agreement)

J. Final Contract

The complete contract includes all documents included by the LEA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

(THIS SPACE INTENTIONALLY LEFT BLANK)

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means monthly.
2. "Allowable Cost" means costs that are allowable under Office of Management and Budget (OMB) Circulars A-87 and A-122, if applicable, and their Attachments, 7 CFR Part 210, and 7 CFR Parts 3015, 3016, and 3019.
3. "Applicable Credit" means the meaning established in OMB Circulars A-87, C (4), and A-122, Attachment A, A (5), respectively.
4. "Charge" means any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in LEA's Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to LEA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit F", and fully incorporated herein by reference.
5. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal.
6. "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in LEA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to LEA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. "Effective Date" means July 1, 2009.
9. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
10. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.

11. “General and Administrative Expense Fee” means FSMC’s fee for those services provided at LEA’s Food Service Locations, which shall include all of the following: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating FSMC Management Personnel, Dietetic Services (Administrative and Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice, but does not include any costs billed to LEA as Charges or Direct Costs. Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. Only actual, net, documented costs may be charged to LEA for any charges outside the General and Administrative Expense Fee.

12. “LEA” or “Local Education Agency” means the school food authority as defined in 7 CFR § 210.2.

13. “LEA’s Food Service Budget” means the Food Service Budget for the Current School Year, which is attached to this Contract as “Exhibit C” and fully incorporated herein.

14. “LEA’s Food Service Facilities” means the areas, improvements, personal property and facilities made available by LEA to FSMC for the provision of the food services as more fully described herein.

15. “LEA’s Food Service Program” means the preparation and service of food to LEA’s students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Care Program, Disaster Feeding, the Seamless Summer Option (SSO), the Fresh Fruit and Vegetable Program (FFVP), , the a la carte food service, adult meals, catering.

16. “LEA’s Food Service Location(s)” means the schools or other locations where Program meals are served to LEA’s schoolchildren.

17. “Meal Equivalent” means a meal that is deemed to be provided by FSMC by dividing the total of cash receipts, other than from sales of National School Lunch Program meals, School Breakfast Program meals, After School Snack Program and Summer Program meals, by the

equivalency factor of \$ 2.798. The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals.

18. “Non-profit School Food Service Account” means the restricted account in which all of the revenue from all food service operations conducted by the LEA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

19. “Program(s)” or “Child Nutrition Program(s)” means the USDA Child Nutrition Programs in which LEA participates.

20. “Program Funds” means all funds that are required to be deposited into the Non-profit School Food Service Account.

21. “Proposal” means Food Service Management Company’s response to the RFP and Contract.

22. “Retroactive Incentive Fee” means an additional fee paid as an incentive to the FSMC to improve LEA’s food service operation, the amount of which depends on FSMC’s performance during the current school year, and related to a benchmark number mutually agreed upon by LEA and FSMC. Retroactive Incentive Fee may only apply to meals served in LEA’s food service operation during the current school year.

23. “RFP” means LEA’s Request for Proposal and Contract, # 0809-01, and all of its attachments.

24. “Services” means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

25. “Summer Program” means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which LEA participates.

26. “TDA” means the Texas Department of Agriculture.

27. “USDA” means United States Department of Agriculture, Food and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year commencing on July 1, 2009, and terminating on June 30, 2010, and may be renewed for four additional terms of one year each upon mutual agreement between LEA and FSMC.

2. During the term of this Contract, FSMC shall operate LEA's Food Service Program in conformance with LEA's agreement with the Texas Department of Agriculture's Food and Nutrition Division (TDA).

3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by LEA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein.

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After-School Care Program (ASCP—NSLP)
- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO-NSLP)
- Special Milk Program (SMP)
- Child and Adult Care Food Program (CACFP)
- Fresh Fruit and Vegetable Program (FFVP)
- À la Carte
- Adult Meals
- Catering
- Contract Meals
- Vending [applies only to FSMC supplies vending machines]
- Concessions [applies only to concessions operated by FSMC]
- Other: Disaster Feeding

4. The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC are not employees of the LEA.

5. FSMC's operation of LEA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of LEA's students, faculty and staff.

6. The LEA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a][5])

7. LEA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))

8. FSMC shall implement an accurate point of service count using the counting system provided by LEA in its application to participate in the Child Nutrition Programs and approved by TDA for the programs listed in Section B, Paragraph 2, herein, as required under USDA

regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

9. LEA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. LEA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. LEA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.

10. The LEA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

11. LEA and 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 United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.

12. LEA shall be legally responsible for the conduct of LEA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of TDA and USDA regarding the Child Nutrition Programs.

13. LEA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for LEA's Food Service Program.

14. LEA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

15. LEA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with LEA in resolving review and audit issues, and FSMC shall indemnify LEA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.

16. LEA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a)(3))

17. If there is more than one LEA Food Service Location, LEA or FSMC, on behalf of LEA, shall conduct an on-site review of the counting and claiming system at each LEA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to LEA. LEA shall at all times retain responsibility for the counting and claiming system. (7 CFR § 210.8(a)(1))

18. FSMC shall maintain all records necessary, in accordance with applicable regulations, for LEA, TDA and USDA to complete required monitoring activities and must make said records available to LEA, TDA, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c)(1))

19. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by LEA. LEA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless LEA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)

20. Payments on any claim shall not preclude LEA 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.

21. LEA may request of FSMC additional food service programs; however, the LEA 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. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract or involves a total increase of \$100,000 or more must be rebid.

22. FSMC shall cooperate with LEA in promoting nutrition education, health and wellness policies and coordinating LEA's Food Service Program with classroom instruction.

23. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, and 3019; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.

24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

25. FSMC shall comply with all LEA building rules and regulations.

26. Gifts from FSMC: The LEA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

27. LEA shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.

28. In the event that the RFP requires FSMC to provide management services for LEA's SP, the parties agree to operate the Program according to federal, state, and local regulations.

29. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of LEA's Food Service Locations, LEA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. LEA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

C. Food Service

1. FSMC shall serve meals on such days and at such times as requested by the LEA.

2. LEA shall retain control of the quality, extent, and general nature of the food service.

3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in LEA's Food Service Programs indicated in Section B, Paragraph 2 herein.

4. In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.

5. FSMC shall provide meals that meet the menu-planning option selected below by the LEA:

Traditional Food-Based

Enhanced Food-Based

- Nutrient Standard Menu Planning
- Assisted nutrient standard menu planning
- Alternate menu planning

NOTE: The menu-planning option selected **CANNOT** be changed during the initial contract year or subsequent renewal years unless the FSMC Services are rebid by the LEA. (Reference 97-SP-30.)

6. FSMC shall promote maximum participation in the Programs.

7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.

8. FSMC shall sell on the premises only those foods and beverages authorized by the LEA and only at the times and places designated by the LEA.

9. FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans 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 USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or LEA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)

D. Use of Advisory Group/Menus

1. LEA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of LEA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16[a][8])

2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as “Exhibit E” and fully incorporated herein, and that meet Child Nutrition Program requirements. Additionally, LEA and FSMC shall agree to detailed Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as “Exhibit B” and fully incorporated herein. At minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at LEA.

3. FSMC must follow (i) the 21-day menu cycle and Meal Specifications developed by LEA for the NSLP, (ii) the 21-day menu cycle and Meal Specifications developed by LEA for the SBP, (iii) the 21-day menu cycle and Meal Specifications developed by LEA for the After School Snack Program, and (iv) the 21-day menu cycle and Meal Specifications developed by LEA for the Summer Program.

4. FSMC shall serve a la carte items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal Child Nutrition Program requirements. Additionally, LEA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the a la Carte menu cycle. A hard copy of these recipes shall be kept on file at LEA.

5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Snack Program, Summer Program or the a la carte items without written approval of LEA. LEA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to LEA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to LEA, TDA and USDA for review upon request. (7 CFR 210.16(b)(1))

6. FSMC must comply with school district's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

E. Purchases

1. If FSMC is procuring goods or services that are being charged to LEA under a cost-reimbursable contract or under Section O of this Contract:

a. FSMC may not serve as a vendor.

b. LEA shall ensure that FSMC fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other Applicable Credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

c. If FSMC receives a discount, rebate, Applicable Credit, allowance, or incentive, FSMC must disclose and return to the LEA the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of LEA.

d. FSMC's determination of its allowable costs must be made in compliance with the applicable Department and Programs regulations and OMB cost circulars.

e. FSMC must (1) separately identify, for each cost submitted for payment to the school food authority, the amount of an Allowable Cost and the amount that is unallowable or (2) FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

f. FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to LEA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

g. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the contract is _by written report with 60 calendar days after conclusion of the contract.

h. All discounts, rebates, allowances, and incentives must be returned to LEA on a monthly basis.

i. Under a cost-reimbursable contract, FSMC shall maintain documentation of costs and discounts, rebates and other Applicable Credits consistent with federal, state and local regulations, and shall furnish such documentation upon request to the LEA, or state or federal representatives or auditors.

2. Whether LEA conducts its own procurement or whether FSMC procures products on behalf of LEA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which LEA would require under procurements not involving FSMC.

3. LEA must check one of the purchasing options stated herein below:

a. LEA will do all purchasing for CNP.

b. Except for Section O, Paragraph 2, LEA will do all purchasing for CNP.

c. For Cost-Reimbursable Contracts: FSMC bills LEA for foods when purchased. At the option of LEA, FSMC will purchase back unused supplies from LEA at the termination of the Contract in order to prevent overbuying (if FSMC bills LEA for supplies as purchased, rather than as used).

d. For Fixed-Price Per Meal Contracts: FSMC will buy the beginning inventory, exclusive of commodities, from LEA (not applicable in a cost-reimbursable contract since FSMC should only be charging for new purchases).

4. LEA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23, LEA must, whenever possible, purchase only food products that are produced in the United States.

5. LEA and FSMC acknowledge that to the extent required by Texas Education Code § 44.042(a), unless preempted by federal law or regulations, LEA shall purchase agricultural products produced, processed or grown in Texas if the cost and quality are equal.

F. USDA-Donated Foods

1. LEA shall retain title to all USDA-donated foods.
2. FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
3. LEA shall assure that the maximum amount of USDA donated foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
4. LEA shall ensure that FSMC has credited it for the value of all donated foods received for use in LEA's meal service in the school year. (7 CFR § 250.51(a))
5. LEA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)
6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in LEA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to LEA. 7 CFR § 250.52(c)
7. FSMC further agrees to accept and use all other donated foods in LEA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in LEA's Food Service Program.
LEA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the LEA.
Upon termination of this Contract, FSMC must, at LEA's discretion, return other unused donated foods to LEA. The value of other unused donated foods shall be based on the market value of all USDA donated commodities received for use in LEA's food service. Market value shall be the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA. (7 CFR § 250.51(a))
8. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the LEA. FSMC agrees that any procurement of end products by FSMC on behalf of LEA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of LEA's processing agreements. FSMC shall credit LEA for the value of donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to LEA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))

9. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

10. FSMC shall credit LEA for the value of all USDA-donated foods received for the use in LEA's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products. The manner in which FSMC shall account for the value of USDA-donated foods is (7 CFR § 250.51):

Fixed-meal rate: FSMC must subtract from LEA's monthly bill/invoice the market value of all USDA donated commodities received for use in LEA's food service. The market value is based on the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA.

Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to LEA, the savings resulting from use of donated commodities based on the market value of all USDA donated commodities received for use in LEA's food service. The market value is based on the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA.

FSMC is prohibited from cashing out donated foods and providing a credit to LEA for donated foods. (7 CFR § 250.13)

11. FSMC will comply with 7 CFR part 250 concerning storage and inventory management of donated foods. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods and ensure that its system of inventory management will not result in LEA being charged for donated foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

12. FSMC shall allow LEA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. (7 CFR § 250.53(a)(10))

13. FSMC shall maintain records to document its compliance with requirements relating to donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11))

14. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no donated commodities were available.

15. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to donated foods. (7 CFR § 250.53(a)(12))

G. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on LEA’s premises for efficient operation of the Programs.

2. LEA must designate if current LEA employees, including site and area managers as well as any other staff, will be retained by LEA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as “Exhibit D” and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as “Exhibit H” and fully incorporated herein.

Employees retained by: LEA (See Exhibit D, Chart 4.)

FSMC (See Exhibit H.)

Both LEA and FSMC (See Exhibit D, Chart 4 and Exhibit H)

For any employees retained by FSMC, LEA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to LEA for each position.

3. Any food service position not identified in the above-stated Exhibits shall be an employee of LEA. Such employees shall be supervised on LEA’s behalf by FSMC management employees; provided, however, that LEA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

4. If LEA is sharing FSMC employees with other LEA’s, LEA shall identify in Chart 9 of the “List of Charts and Other Attachments,” which is attached to this Contract as “Exhibit D” and fully incorporated herein, each LEA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each LEA. LEA’s budget shall reflect percentage of time each employee will work at LEA and for which LEA will be charged.

5. LEA shall have final approval regarding the hiring of the Food Service Director.

6. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including LEA-

employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of FSMC.

7. If provided for in the Proposal, LEA and FSMC may transition LEA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of LEA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. LEA shall not pay cost of transferring LEA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to LEA as Direct Costs.

8. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.

9. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of LEA's premises as established by LEA and which are furnished in writing to FSMC.

10. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by LEA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Proposal and approved by LEA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by LEA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

11. FSMC shall assign to duty on LEA's premises only employees acceptable to LEA.

12. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.

13. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.

14. FSMC shall cause all of its employees assigned to duty on LEA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to LEA upon request.

15. All LEA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

16. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at LEA.

17. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or LEA discharged from or voluntarily leaving the service of FSMC or LEA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

18. Neither LEA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

H. Use of Facilities, Inventory, Equipment, and Storage

1. LEA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. LEA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2. At the commencement, termination or expiration of this Contract, FSMC and LEA shall take a physical inventory of all non-expendable supplies and capital equipment owned by LEA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in LEA's Food Service Program. FSMC and LEA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to LEA all non-expendable supplies and capital

equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and LEA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. At the commencement and at the expiration or termination of this Contract, FSMC and LEA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and LEA shall determine whether any portion of the beginning inventory is not suitable for LEA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate LEA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA.

4. During the course of this Contract, title to all LEA food and supplies shall remain in LEA.

5. 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 LEA.

6. LEA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with LEA's agreement with TDA.

8. FSMC shall provide LEA with keys for all food service areas secured with locks.

9. LEA shall provide FSMC with local telephone service.

10. LEA shall provide water, gas and electric service for the food service program.
11. LEA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
12. LEA 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 FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by LEA from LEA's premises.
14. LEA shall not be responsible for loss or damage to equipment owned by FSMC and located on LEA premises.
15. FSMC shall notify LEA of any equipment belonging to FSMC on LEA premises within ten days of its placement on LEA premises.
16. FSMC shall comply with all LEA building rules and regulations.
17. FSMC shall not use LEA's facilities to produce food, meals or services for third parties without the approval of LEA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to LEA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
18. LEA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by LEA.
19. Upon termination of this Contract, FSMC shall surrender to LEA all of LEA's equipment and furnishings used in LEA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

I. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))
2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))

5. LEA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a LEA facility. (7 CFR § 210.16(a)(7))

6. LEA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.

7. FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.

8. LEA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify LEA of any problems in this area.

9. LEA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with LEA's schedule for waste disposal.

10. LEA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.

11. LEA shall clean the kitchen and dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)

12. LEA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

13. FSMC shall place garbage and trash in containers in designated areas as specified by LEA.

14. 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 LEA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

15. LEA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.

16. LEA shall provide extermination services as needed.

17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of LEA.

18. FSMC shall adhere to the food safety program implemented by the LEA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point

(HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

19. FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

J. Financial Terms

1. 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, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the LEA's Non-profit School Food Service Account.

2. All facilities, equipment and services to be provided by LEA shall be provided at LEA's expense.

3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

MEAL EQUIVALENCY RATE	
Lunch Rate	
Current Year Federal Free Rate of Reimbursement:	\$ <u>2.57</u>
Current Year State Match Reimbursement Rate:	\$ <u>.018</u>
Current Year State Program Reimbursement Rate (If Applicable):	\$ <u>0.00</u>
Current Year Value of USDA Entitlement Donated Foods:	\$ <u>0.21</u>
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$ <u>0.00</u>
Total Meal Equivalent Rate:	\$ <u>2.798</u>

4. Payment Terms/Method

LEA must select one of the following two options (**Check method selected**):

a. (Competitive Sealed Proposals) Fixed-meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated commodities will be available for use. The method by which FSMC

will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC:	
Fixed Price Per Meal/Meal Equivalent:	
Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
A la Carte	\$ _____
SP Fixed Price Per Meal/Meal Equivalent:	
Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____

Award Criteria

Proposals will be evaluated by a LEA committee based on the offer per meal/Meal Equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of LEA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

LEA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.

- (__) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC’s ability to provide services as stated in the RFP/Contract)
- (__) points Experience, References
- (__) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
- (__) points Financial Condition/Stability, Business Practices
- (__) points Accounting and Reporting Systems

- (___) points Personnel Management
- (___) points Innovation
- (___) points Promotion of the School Food Service Program
- (___) points Involvement of Students, Staff, and Patrons
- (___) points Cost and Performance Bond

100 points TOTAL

The fixed price per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all non-metropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by LEA. CPI Fee increases for the upcoming Contract renewal year must be submitted to LEA by April 1 of each year. No other fee increases will be allowed.

b. (Competitive Sealed Proposals) Cost-Reimbursable contract—the FSMC will be paid on the basis of the Direct Cost incurred plus any fixed fees. The value of commodities used must be itemized in the regular monthly billing to the LEA to document savings resulting from commodity usage. The values are to be determined in accordance with section F of the Standard Terms and Conditions herein above.

(1) All program expenses not otherwise defined in the Contract will be assumed to be covered by the FSMC under the General and Administrative Expense Fee. All indirect and overhead costs must be included in the General and Administrative Expense Fee.

(2) The following must be included in the General and Administrative Expense Fee and may not be charged in any other expenses. Also, any travel relating to the following must be covered by the General and Administrative Expense Fee.

- Personnel and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel

- Dietetic Services (Administrative and Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision
- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice

(3) LEA must determine whether a Retroactive Incentive Fee will be considered by LEA for the General and Administrative Expense Fee. Please check one:

- LEA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.
- LEA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee.

If neither box is checked, it is assumed that LEA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's General and Administrative Expense Fee.

To be completed by the FSMC (Complete One):	
Flat Fee:	\$ _____
OR	
General and Administrative Expense Fee Per Meal/Meal Equivalent:	\$ _____

(4) The Management Fee represents a profit to the FSMC. LEA must determine whether a Retroactive Incentive Fee will be considered by LEA. Please check one:

- LEA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.
- LEA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee.

If neither box is checked, it is assumed that LEA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's Management Fee.

To be completed by the FSMC (Complete One):	
Flat Fee:	\$ _____
OR	
Management Fee Per Meal/Meal Equivalent:	\$ _____

(5) Management and General and Administrative Expense Fees shall be paid by the LEA.

Award Criteria

Proposals will be evaluated by a LEA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of LEA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

LEA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.

(10) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to

- provide services as stated in the RFP/Contract)
- (10) points Experience, References
- (10) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
- (10) points Financial Condition/Stability, Business Practices
- (10) points Accounting and Reporting Systems
- (10) points Personnel Management
- (10) points Innovation
- (10) points Promotion of the School Food Service Program
- (10) points Involvement of Students, Staff, and Patrons
- (10) points Cost and Performance Bond

100 points TOTAL

The General and Administrative Expense and Management Fees may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home South-Size D (all non-metropolitan areas) (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by LEA. CPI Fee increases for the upcoming Contract renewal year must be submitted to LEA by April 1 of each year. No other fee increases will be allowed.

5. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by LEA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.

6. Payment Terms/Method: FSMC shall invoice LEA within 20 days after the end of each Accounting Period for the total amount of LEA's financial obligation for that Accounting Period.

7. LEA shall make payment in accordance with the Texas Prompt Payment Act Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from LEA's Nonprofit School Food Service Account.

8. If this is a cost-reimbursable contract, FSMC must submit a detailed cost documentation for each Accounting Period to support what the LEA is charged for each cost, Charge, or expense. Costs, Charges, and expenses must be mutually agreeable to the LEA and the FSMC and be allowed by TDA. Upon termination of the Contract, all outstanding amounts shall immediately become due

and payable. Each invoice submitted by FSMC will include a reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated herein above.

9. 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. FSMC shall indemnify and hold LEA harmless for all claims arising from payment of such taxes and fees.

FSMC may charge LEA for all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, FSMC actually paid for FSMC employees. FSMC may not charge late fees, penalties, or interest.

10. If this is a cost-reimbursable contract, FSMC shall not pay any bonuses under this Contract that are not specifically provided for in the Budget and within the scope or original intent of this RFP/Contract and FSMC's Proposal. Bonuses, if any, shall be awarded, in part, on the basis of criteria mutually established by LEA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

11. If this is a cost-reimbursable contract, LEA shall reimburse for reasonable cellular telephone expense incurred by the Director for communications related to the Contract. If allowed, it must be charged as an expense by FSMC. Reasonable expenses shall not include additional services such as paging, e-mail or voice mail.

12. If this is a cost-reimbursable contract, LEA shall reimburse for travel expenses, for on-site FSMC staff only, that are Direct Costs related to the Contract and which are provided for in the budget. Reasonable expenses shall include mileage reimbursement, lodging (at the lowest available room rate) and reasonable meal expenses. Mileage, lodging and meal expenses will be reimbursed at the same rate as received by LEA employees.

13. LEA and FSMC shall cooperate to ensure that LEA's Food Service Program is operated in accordance with LEA's Food Service Budget. In the event that FSMC's operation of LEA's Food Service Program results in a deficit greater than the projected deficit stated in LEA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget,

FSMC shall within 30 days pay LEA a guaranty payment as provided for by the “Schedule of Terms for FSMC Guaranty,” which is attached to this Contract as “Exhibit I” and fully incorporated herein. In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from LEA in subsequent Contract years.

14. LEA shall not be responsible for any expenditures incurred by FSMC before execution of this Contract and approval TDA.

K. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as LEA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA no later than the 15th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 15th day following the month in which services were rendered. LEA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

2. FSMC shall maintain records at LEA’s premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

3. FSMC shall provide LEA with a year-end statement.

4. If this is a cost-reimbursable contract, LEA may conduct an internal audit of food, labor and other expense items as needed.

5. LEA and FSMC must provide all documents as necessary for the independent auditor to conduct LEA’s single audit.

6. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by LEA and/or any state or federal representatives and auditors. If audit findings regarding FSMC’s records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §3016.36[i][10], and 7 CFR §3019.48[d])

7. Authorized representatives of LEA, TDA, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

8. FSMC shall not remove federally required records from LEA premises upon the expiration or termination of this Contract.

L. Term and Termination

1. If, at any time, LEA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable LEA to carry out its financial obligation to FSMC, then LEA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.

2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to LEA, LEA may terminate this Contract immediately.

3. Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party.

4. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.

5. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, LEA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.

6. FSMC shall promptly pay LEA the full amount of any meal overclaims, disallowed costs or other or fiscal actions which are attributable to FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.

7. LEA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

M. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

2. The information below must be completed by LEA:

a. Comprehensive General Liability—includes coverage for:

- 1) Premises—Operations
- 2) Products—Completed Operations
- 3) Contractual Insurance
- 4) Broad Form Property Damage
- 5) Independent Contractors
- 6) Personal Injury

\$ 1,000,000 Combined Single Limit

b. Automobile Liability coverage with a \$ 5,000,000 Combined Single Limit.

c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 2,000,000.

d. Excess Umbrella Liability with a combined single limit of \$ 10,000,000.

3. LEA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.

4. The contract of insurance shall provide for notice to LEA of cancellation of insurance policies 30 days before such cancellation is to take effect.

5. Notwithstanding any other provision of this Contract, LEA shall not be liable to FSMC for any indemnity.

N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to LEA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations (“Trade Secrets”). LEA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. LEA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. LEA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by LEA, LEA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not LEA. Furthermore, LEA's access or use of such software shall not create any right, title interest or copyright in such software and LEA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of LEA's obligations under this section are subject to LEA's obligations under the Texas Public Information Act and any other law that may require LEA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. Any discovery, invention, software or program, the development of which is paid for by LEA, shall be the property of LEA to which TDA and USDA shall have unrestricted rights.

3. During the term of this Contract, FSMC may have access to LEA confidential information (“LEA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any LEA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will

not make any LEA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect LEA's Confidential Information from unauthorized access, use or disclosure and ensure that LEA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to LEA any copies of LEA's Confidential Information provided to FSMC by LEA, and FSMC will destroy all other copies of LEA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

O. Optional Requirements to Be Included

The scope of this Contract shall include these additional services. **Check options that apply.**

1. Financing of Certain Equipment. (a) FSMC may finance equipment for LEA's Food Service Program in an amount not to exceed _____. LEA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for LEA. LEA shall repay any financing provided by FSMC at the rate specified when the equipment was purchased, which sum shall be charged to LEA as a Direct Cost to the food service program. Ownership of the equipment shall at all times remain with LEA. Any equipment costing \$5,000 or more must be approved in advance by TDA.

(b) If the Contract expires or is terminated prior to the complete repayment of the investment, LEA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either:

1) Reimburse the FSMC the unpaid portion of the investment.

OR

2) Deliver the equipment or other items funded by the investment to the FSMC.

OR

3) Lease purchase the equipment or other items funded by the

investment from the FSMC and continue to pay FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, LEA's obligation under the Lease Purchase Agreement with FSMC shall be subject to the LEA's ratification of the rental agreement for each ensuing fiscal year.

- 2. Information Technology Systems. FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System")(which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of LEA's Food Service Programs. LEA shall receive a Charge for the use of the IT System. The cost methodology utilized in determining such Charge shall be kept on file by LEA on LEA's premises. LEA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. FSMC's IT System shall provide the following services: _____
- 3. LEA Transition Employee Positions and Dates of Transition.
- 4. Other.

P. Seamless Summer Option Program

1. LEA shall be responsible for determining eligibility of all SSO sites.
2. LEA, as sponsor, shall be responsible for all management responsibilities of the SSO, as described in 7 CFR § 225.15 (a)(3).
3. Bonding requirements.
 - a. Bid guarantee (when the SSO portion of the bid exceeds \$100,000):

Offeror shall submit with his or her bid a bid guarantee in the amount of \$ n/a (not less than 5 percent or more than 10 percent of the total bid price), which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid.

- b. Performance guarantee (when the SSO portion of the Contract exceeds \$100,000):
FSMC must obtain a performance bond in the amount of \$ n/a

(not

less than 10 percent nor more than 25 percent of the value of the Contract) which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract.

4. LEA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.

5. FSMC must comply with the 21-day menu cycle developed by LEA for the SSO (Exhibit B) and include it in the RFP. LEA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The LEA shall inform TDA of menu changes for the SSO.

6. LEA, as an SSO sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program.

7. LEA will make the final determination of the opening and closing dates of all SSO sites, if applicable.

8. FSMC may use donated foods to conduct SSO in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR part 225 and 7 CFR parts 3016 or 3019.

Q. Certifications

FSMC shall execute and comply with the following Certifications: (i) Debarment Certification, which is attached to this Contract as Exhibit J and fully incorporated herein; (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit K and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit L and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit M and fully incorporated herein.

R. Miscellaneous

1. Emergency Notifications.

A. LEA shall notify FSMC of any interruption in utility service of which it has knowledge.

Notification will be provided to:

Name:

Title:

Telephone number:

Alternate telephone number:

B. LEA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name:

Title:

Telephone number:

Alternate telephone number:

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments. This Contract, which includes the attached Exhibits A – M and LEA’s RFP and Contract (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) Contract; (ii) FSMC proposal documents identified as (a) _____, (b) _____, and (c) _____ ; and (iii) LEA’s RFP. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

5. Indemnity. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold LEA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs that may rise because of

the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of LEA, its employees or agents. This clause shall survive termination of this Contract.

6. Nondiscrimination. Both LEA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

7. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To LEA: Rayford Copelin, Assistant Superintendent, 404 Mosby St, Center TX 59835

To FSMC:

Copy to:

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

9. Silence, absence or omission. 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 LEA are to be used.

10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of LEA, except that FSMC may, after notice to LEA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

11. Waiver. The failure of FSMC or LEA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

12. TDA review. This Contract is not effective until it is approved, in writing, by TDA.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract 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 Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

CENTER ISD

Name of LEA

Signature of Authorized Representative

RAYFORD COPELIN

Typed Name of Authorized Representative

ASSISTANT SUPERINTENT

Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT
COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A
SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

(Note: Any program not operated in a particular school
should be listed in Parenthesis by name of school.)

1. Center High School at one location - Breakfast, Lunch, and A La Carte, After School Snack, Seamless Summer
2. Center Intermediate & Middle School - Breakfast, Lunch, A La Carte, and After School Snack, Seamless Summer,
3. Center Elementary School – Breakfast, Lunch (no A La Carte program), After School Snack, Seamless Summer
4. F L Moffett - Breakfast, Lunch, After School Snack(no A La Carte program), Seamless Summer

Exhibit B

This menu must be used for the first 21-day cycle of the new school year.

2008 - 2009 School Year Center ISD Lunch All Campuses

1 Chicken Fajitas Refried Beans Mexican Rice Fruit Milk, Variety	2 Steak Fingers Mashed Potatoes English Peas Rolls Fruit Milk, Variety	3 Beef, Bean, & Cheese Burrito Mexi-Corn Fruit Milk, Variety	4 Cheeseurger Burger Salad Chips Apple Crisp Milk, Variety	5 Ham & Cheese Sandwich Burger Salad Chips Fruit Milk, Variety
6 Fish Planks Tator Tots Carrot Sticks/Ranch Bread Slice Fruit Milk, Variety	7 Soft Tacos Pinto Beans Spanish Rice Fruit Milk, Variety	8 Chicken Sandwich Burger Salad Potato Salad Mixed Fruit Milk, Variety	9 Pizza Corn Fruit Milk, Variety	10 Chili Dog Corn Chips Cheese cups Pickle Spears Fruit Milk, Variety
11 Pork Roast w/Gravy Mashed Potatoes Green Beans Rolls Fruit Milk, Variety	12 Taco Salad w/ Chips, Meat, Cheese & Veggies Fruit Milk, Variety	13 Bar-B-Q On Bun Baked Beans Pickle Spears Peach Cobbler Milk, Variety	14 Chili Pie Pickle spears Cheese Cups Fruit Milk, Variety	15 Turkey Subs Pickle Spears Chips Burger Salad Fruit Milk, Variety
16 Chicken Strips Baked Potatoes & Trimming Rolls Fruit Milk, Variety	17 Beef Nuggets Mashed Potatoes Green Peas Fruit Milk, Variety	18 Hamburger Burger Salad Chips Fruity Jello Milk, Variety	19 Pizza Corn Fruit Milk, Variety	20 Chicken Spaghetti Green Beans Garlic Toast Fruit Milk, Variety
21 Chicken Nuggets Augratin Potatoes Blackeyed Peas Bread Slice Fruit Milk				

This menu must be used for the first 21-day cycle of the new school year.

2008 - 2009 School Year

Center Middle & High School

A La Carte

1 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Baked Potatoes	2 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chili Pie	3 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chili Cheese Burritos	4 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chicken Fajita Wraps	5 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chicken Nuggets
6 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Steak Fingers	7 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Texas Corndogs	8 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Soft Tacos	9 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Meat , Cheese Nachos	10 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Taco Roll
11 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chicken Burger	12 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Baked Potatoes	2 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chili Pie	14 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chili Cheese Burritos	15 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chicken Fajita Wraps
16 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Chicken Nuggets	17 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Steak Fingers	18 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Texas Corndogs	19 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Soft Tacos	20 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Meat ,Cheese Nacho
21 Hamburger Cheeseburger Cheese Pizza Pepperoni Pizza Baked Chips Bottled Water Milk, Variety Taco Roll				

This menu must be used for the first 21-day cycle of the new school year

2008-09 School Year
Center ISD Breakfast All Campuses

1 Breakfast Combo & Sausage or Cereal & Toast Juice or Fruit Milk, Variety	2 Breakfast Bagel Or Cereal & Toast Juice or Fruit Milk, Variety	3 Super Donuts & Yogurt or Cereal & Toast Milk, Variety Juice or Fruit	4 Cereal Toast Juice or Fruit Milk, Variety	5 Breakfast Pizza Or Cereal & Toast Juice or Fruit Milk, Variety
6 Breakfast Burrito Or Cereal & Toast Juice or Fruit Milk, Variety	7 Sausage Biscuits w/Gravy or Cereal & Toast Juice or Fruit Milk, Variety	8 Cereal Toast Juice or Fruit Milk, Variety	9 Breakfast Bagel Or Cereal & Toast Juice or Fruit Milk, Variety	10 Waffle Stix/w Strawberries/cream or Cereal & Toast Juice or Fruit Milk, Variety
11 Cinnamon Roll Or Cereal & Toast Juice or Fruit Milk, Variety	12 Scrambled Eggs Sausage Links Toast Juice or Fruit Milk, Variety	13 Cereal Toast Juice or Fruit Milk, Variety	14 French Toast w/Syrup or Cereal & Toast Juice or Fruit Milk, Variety	15 Breakfast Combo & Sausage Juice or Fruit Milk, Variety
16 Pancake-On-Stick Or Cereal & Toast Juice or Fruit Milk, Variety	17 Super Donuts & Yogurt Or Cereal & Toast Juice or Fruit Milk, Variety	18 Cereal Toast Juice or Fruit Milk, Variety	19 Sausage Roll Or Cereal & Toast Juice or Fruit Milk, Variety	20 Breakfast Pizza Or Cereal & Toast Juice or Fruit Milk, Variety
21 Scrambled Eggs, Sausage Links Toast Juice or Fruit Milk, Variety				

AFTER SCHOOL CARE PROGRAM

This menu must be used for the first 21-day cycle of the new school year.

2008-09 School Year
Center ISD

1 Munchies Kid Mix Grape Juice	2 Oat & Honey Granola Bar Fruit Juice	3 Animal Crackers Grape Juice	4 Chocolate Teddy Grahams Milk, Variety	5 Chocolate Chip Granola Bar Grape Juice
6 Munchies Kid Mix Fruit Juice	7 Oatmeal Raisin Granola Bar Grape Juice	8 Animal Crackers Milk, Variety	9 Cinnamon Teddy Grahams Milk, Variety	10 Oat & Honey Granola Bar Grape Juice
11 Munchies Kid Mix Fruit Juice	12 Chocolate Teddy Grahams Milk, Variety	13 Oat & Honey Granola Bar Fruit Juice	14 Animal Crackers Milk, Variety	15 Oatmeal Raisin Granola Bar Fruit Juice
16 Cinnamon Teddy Grahams Milk, Variety	17 Munchies Kid Mix Fruit Juice	18 Granola Bar Fruit Juice	19 Animal Crackers Milk, Variety	20 Chocolate Teddy Grahams Milk, Variety
21 Granola Bar Fruit Juice				

SEAMLESS SUMMER PROGRAM

This menu must be used for the first 21-day cycle of the new school year.

2008 - 2009 School Year Summer Feeding Breakfast Center ISD All Campuses

1 Sausage Biscuit or Cereal & Toast Juice Milk, Variety	2 Breakfast Pizza or Cereal & Toast Juice Milk, Variety	3 Breakfast Burrito or Cereal & Toast Juice Milk, Variety	4 Cereal & Toast Juice Milk, Variety	5 Sausage Roll or Cereal & Toast Juice Milk, Variety
6 French Toast Sticks Cereal & Toast Juice Milk, Variety	7 Breakfast Bagel or Cereal & Toast Juice Milk, Variety	8 Toast & Cereal Juice Milk, Variety	9 Pancake on Stick or Cereal & Toast Juice Milk, Variety	10 Super Donut or Cereal & Toast Juice Milk, Variety
11 Scrambled Eggs & Toast or Cereal & Toast Juice Milk, Variety	12 Cereal & Toast Juice Milk, Variety	13 Cinnamon Roll or Cereal & Toast Juice	14 Breakfast Combo or Cereal & Toast Juice Milk, Variety	15 French Toast Sticks Cereal & Toast Juice Milk, Variety
16 Sausage Biscuit or Cereal & Toast Juice Milk, Variety	17 Breakfast Pizza or Cereal & Toast Juice Milk, Variety	18 Breakfast Burrito or Cereal & Toast Juice Milk, Variety	19 Cereal & Toast Juice Milk, Variety	20 Sausage Roll or Cereal & Toast Juice Milk, Variety
21 Scrambled Eggs & Toast or Cereal & Toast Juice Milk, Variety				

This menu must be used for the first 21-day cycle of the new school year.

2008-09 School Year
 Summer Feeding Lunch
 Center ISD All Campuses

1 Chicken Nuggets Mashed Potatoes Blackeyed Peas Bread Slice Fruit Milk, Variety	2 Ham & Cheese Crossiant Chips Fresh Fruit Milk, Variety	3 Chicken Strips Green Peas Mashed Potatoes Rolls Assorted Fruit Juice Milk, Variety	4 Cheeseburger Burger Salad Chips Fruit Milk, Variety	5 Corndog Pork-N-Beans Fruit Milk, Variety
6 Chili Dogs Chips Pickle Spear Fruit Milk, Variety	7 Hamburger Steaks Green Peas Mashed Potatoes Rolls Fresh Fruit Milk, Variety	8 Hamburger Chips Burger Salad Fruit Milk, Variety	9 Ravioli Tossed Salad Bread Sticks Fruit Milk, Variety	10 Soft Tacos Refried Beans Fruit Milk, Variety
11 Italian Spaghetti Carrots/Ranch Green Beans Garlic Sticks Fruit Milk, Variety	12 Cheeseburger Chips Burger Salad Fresh Fruit Milk, Variety	13 Beef&Cheese Nachos Pinto Beans Fruit Milk, Variety	14 Hamburger on a bun Lettuce & Tomato French Fries Orange Wedges Milk, Variety	15 Chicken Nuggets Green Beans Mandarin Oranges Assorted Fruit Juice Milk, Variety
16 Chili, Beef & Bean Burrito Garden Salad Pinto Beans Mexican Rice Peaches Milk, Variety	17 Chicken Strips Mashed Potatoes Green Peas Rolls Fresh Fruit Milk, Variety	18 Cheeseburger Chips Burger Salad Fruit Milk, Variety	19 Corndogs Pork-N-Beans Fruit Milk, Variety	20 Chili Dogs Chips Pickle Spears Fruit Milk, Variety
21 Hamburger Steak Mashed Potatoes Green Beans Rolls Fruit Milk, Variety				

Center ISD
Food Service Budget (cont.)

Expenses:

Gross Food Costs	<u>629,599</u>
Food Delivery Costs	<u> </u>
Commodities Used (Call TDA Commodity Division for annual Usage amount for the LEA)	<u>42,287</u>
Commodity Delivery	<u> </u>
Commodity Processing	<u> </u>
Total Food Costs	<u>744,048</u>

Labor Costs (#FTE / PTE)
FSMC Salaried Employees: FTE _____ PTE _____
 (Completed by the FSMC)
 Summarize Here (Attach an individual categorical breakdown for each
 FSMC salaried employee)

Base Gross Salary	
Educational Assistance	<u> </u>
Incentive Payments	<u> </u>
Bonus	<u> </u>
Merit Increase	<u> </u>
Retirement / IRA	<u> </u>
401K, 403(b)(7)	<u> </u>
Fringe Benefits	<u> </u>
Payroll Taxes	<u> </u>

District / FSMC Hourly Staff

Gross Salaries	<u>352,622</u>
Fringe Benefits	<u>102,519</u>
Payroll Taxes	<u> </u>

Other Payroll Costs

Worker's Comp.	<u> </u>
Other	<u> </u>

Total Labor Costs 455,141

Center ISD
Food Service Budget (cont.)

FSMC Fees

Administrative Fees Cost	_____
Management Fee Costs	_____
Total Fees	_____

FSMC Direct Costs – Subcategory Examples:

Paper & Disposable Goods	_____
Replacements/Smallwares	_____
Contracted Services	_____
Training	_____
Insurance Expense	_____
Office Supplies	_____
Uniforms & Laundry	_____
Advertising, Promotions, & Menus	_____
Occupancy Costs	_____
Employee Travel	_____
Repairs & Maintenance	_____
Depreciation	_____
Rentals	_____

Total FSMC Direct Costs _____

LEA Direct Costs – Use same subcategory

Paper & Disposable Goods	<u>35,539</u>
Contracted Services	<u>1,200</u>
Training	<u>1,175</u>
Insurance	<u>8,001</u>
Employee Travel	<u>1,175</u>
Repairs & Maintenance	<u>2,677</u>
Utilities	<u>36,374</u>
Technology	<u>9,020</u>

Total LEA Direct Costs _____

Total Direct Costs 95,161

FSMC Indirect Costs – Subcategory examples include:

FSMC Charges	
Technology Expense	_____

a. Technology Allocated Charge _____
 b. Other Technology Charge _____

Center ISD
 Food Service Budget (cont.)

Insurance Allocated Charge
 (Worker's Comp. Excluded) _____ 0
 Other Allocated Charges _____ 0
 Franchise Charges _____ 0
 Trademark Charges _____ 0
 Other Indirect Cost Categories _____ 0

Total FSMC Indirect Costs _____

**Total Discounts, Rebates, Applicable
 Credits, allowances or incentives from FSMC
 Suppliers credited to LEA** _____

Total Expenses = All Food Costs + All Labor Costs
 + All Fees + All Direct Costs + All Indirect Costs –
 Total Discounts, Rebates, Applicable
 Credits, allowances or incentives from FSMC
 Suppliers credited to LEA _____

Surplus / Subsidy = Total Revenues – Total Expenses _____

FSMC Guaranteed Return _____
FSMC Guaranteed Break Even _____
FSMC Guaranteed Subsidy _____

School District Employee Responsible for submission of this budget data:

Name: Betty McDaniel

Telephone: 936-598-5642

FSMC Employee responsible for submission for this budget data:

Name: _____

Telephone: _____

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Exhibit D

LIST OF CHARTS AND OTHER ATTACHMENTS

Chart 1: Enrollment Chart (By Campus)

Enrollment		
Schools	Grades	Students
F L MOFFETT	Pre-K-1	680
CENTER ELEMENTARY	2-3	393
CENTER INTERMEDIATE SCHOOL	4-5	364
CENTER MIDDLE SCHOOL	6,7,8	483
CENTER HIGH SCHOOL	9,10,11,12	662
Totals		2582

Chart 2: Designation of Program Expenses

DESIGNATION OF PROGRAM EXPENSES

The LEA has deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the LEA's operation, must be assigned by the LEA and included in the RFP. The column selected by the LEA for each expense represents whether the LEA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	LEA	N/A*
FOOD:			
Food Purchases		X	
Commodity Processing Charges		X	
Processing and Payment of Invoices		X	
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
LEA EMPLOYEES:			
Salaries/Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers' Compensation		X	
Unemployment Compensation		X	

*Not Applicable

The items listed below with two asterisks (**) are Direct Cost items that may or may not apply to the LEA. At local discretion, based upon actual practice and need, the LEA should assign cost responsibility for those items applicable to its operation or designate them as not applicable.

DESCRIPTION	FSMC	LEA	N/A*
OTHER EXPENSES:			
**Paper/Disposable Supplies		X	
Cleaning/Janitorial Supplies		X	
**Tickets/Tokens			X
China/Silverware/Glassware:			
Initial Inventory		X	
Replacement during Operation		X	
Telephone:			
Local		X	
Long Distance		X	
Uniforms	X		
**Linens		X	
Laundry		X	
Trash Removal:			
From Kitchen		X	
From Dining Area		X	
From Premises		X	
Pest Control		X	

Equipment Replacement:			
Nonexpendable		X	
Expendable		X	
Equipment Repair		X	
**Car/Truck Rental (Include Explanation in RFP)			
**Vehicle Maintenance			N/A
**Courier Service (i.e., Bank Deposits, School Deliveries)		X	
**Storage Costs:			
Food			X
Supplies			X
**Office Supplies	X		
**Printing	X		
**Promotional Materials	X		
**Cellular Phones (See optional requirements to be included)	X		
**Mileage (See optional requirements to be included)	X		
**Lodging (See optional requirements to be included)	X		

**Per Diem (See optional requirements to be included)			N/A
**Taxes			
Sales			X
Other			X
**License Fees		X	
Other (Add other expenses charged to food service. Overhead expenses incurred by FSMC cannot be included)		X	

Cleaning responsibilities are listed below:

Food Preparation Areas (Include Equipment)	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors	X	x	
Periodic Waxing and Buffing of Dining Room Floors		X	
Restrooms for Food Service Employees	X		
Grease Traps		X	
Daily Routine Cleaning of Dining Room Tables and Chairs	X		
Thorough Cleaning of Dining Room Tables and Chairs		x	
Cafeteria Walls		X	
Kitchen Walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings			X
Hoods		x	
Grease Filters		X	
Duct Work		X	
Exhaust Fans		X	
Other: (List Below)			

*Not Applicable

Chart 3: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of anticipated opening must be included

Enrollment		
Schools	Grades	Estimated Enrollment
F L MOFFETT	Pre-K, K	484
NEW CENTER ELEMENTARY	1-3	589
CENTER INTERMEDIATE	4-5	364
CENTER MIDDLE	6-8	483
CENTER HIGH	9-12	632
Totals		2552

Chart 4: STAFFING: All positions listed are current CISD hourly employees. LEA's hourly employees will remain LEA's employees.

**A. Cafeteria Staffing
Elementary**

SCHOOL/POSITION	DAYS	DAILY HOURS	HOURLY RATES	ANNUAL SALARY
F L MOFFETT				
Food Service Manager	180	7.5	\$ 12.35	\$ 16,673
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	6	\$ 10.23	\$ 11,048
Food Service Worker	180	6	\$ 8.45	\$ 9,126
Food Service Worker	180	6	\$ 8.96	\$ 9,677
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	7	\$ 10.23	\$ 12,890
Food Service Worker	180	7	\$ 7.25	\$ 9,135
Food Service Asst Manager	180	7	\$ 9.85	\$ 12,411
Food Service Appl Processor	180	7	\$ 8.25	\$ 10,395
CENTER ELEMENTARY				
Food Service Manager	180	7.5	\$ 12.35	\$ 16,673
Food Service Asst Manager	180	6	\$ 7.88	\$ 8,510
Food Service Worker	180	5.5	\$ 7.25	\$ 7,177
Food Service Worker	180	6	\$ 9.45	\$ 10,206
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	7	\$ 7.25	\$ 9,135
CENTER MIDDLE/INTERMEDIATE				
Food Service Manager	180	7	\$ 10.71	\$ 13,495
Food Service Asst Manager	180	7	\$ 8.97	\$ 11,302
Food Service Worker	180	5	\$ 7.25	\$ 6,525
Food Service Worker	180	6	\$ 7.89	\$ 8,521
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	5.5	\$ 7.25	\$ 7,178
Food Service Worker	180	6	\$ 9.70	\$ 10,476
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	6.5	\$ 7.25	\$ 8,483
Food Service Worker	180	6.5	\$ 9.96	\$ 11,653
B. Cafeteria Staffing Secondary				
CENTER HIGH SCHOOL				
Food Service Manager	180	7	\$ 12.35	\$ 15,561
Food Service Asst Manager	180	7	\$ 7.88	\$ 9,929
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	7	\$ 7.25	\$ 9,135
Food Service Worker	180	6	\$ 7.25	\$ 7,830

Food Service Worker	180	6	\$ 7.89	\$ 8,521
Food Service Worker	180	6	\$ 7.25	\$ 7,830
Food Service Worker	180	6.5	\$ 9.70	\$ 11,349

Number of days is based upon present 2008-09 school calendar. Number of work days for the 2009-10 school calendar is 177.

Salaries reflect adjustment for Federal Minimum Wage increase for 7/24/09

Chart 5: Participation Data for free, reduced-price and paid meals Chart

School	ADP Meal Participation		
	Paid	Reduced	Free
FL Moffett	51	62	460
Elementary	51	23	230
Intermediate/ Middle	28	23	278
High School	75	22	186

Chart 6: Chart stating Campus Serving Times

Serving Times

Schools	Breakfast	Lunch	
FL MOFFETT PRIMARY	7:20 - 8:15	10:30	12:15
CENTER ELEMENTARY SCHOOL	7:20 - 8:15	11:00	12:15
CENTER INTERMEDATIATE/ MIDDLE SCHOOL	7:20 - 8:15	11:00	12:30
CENTER HIGH SCHOOL	7:20 - 8:15	10:32	12:50

--	--	--	--

Chart 7: Chart stating Meal Prices and Costs per Meal

Selling Prices						
School	Breakfast	Lunch	Faculty Breakfast	Faculty Lunch	Visitor Breakfast	Visitor Lunch
F L Moffett	\$.50	\$ 1.25	\$.75	\$ 3.00	\$ 1.00	\$ 4.00
Elementary	\$.50	\$ 1.25	\$.75	\$ 3.00	\$ 1.00	\$ 4.00
Intermediate/ Middle	\$.50	\$ 1.25	\$.75	\$ 3.00	\$ 1.00	\$ 4.00
High School	\$.50	\$ 1.50	\$.75	\$ 3.00	\$ 1.00	\$ 4.00

Chart 8 - Reimbursement Claims for Current and Prior School Years

2008 - 2009 National School Lunch Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	54,157	6,108	826	61,091
October	67,726	6,539	1,305	75,570
November	53,613	4,945	927	59,485
December	45,118	4,205	810	50,133
January	58,601	5,230	1,002	64,833
February	61,715	5,558	1,081	68,354
Total	340,930	32,585	5,951	379,466

2008 - 2009 After School Snack Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	\$ 939			\$ 939
October	\$ 6,955			\$ 6,955
November	\$ 5,485			\$ 5,485
December	\$ 3,398			\$ 3,398
January	\$ 5,015			\$ 5,015
February	\$ 4,592			\$ 4,592
Total	\$ 26,384			\$ 26,384

2008 - 2009 Regular Breakfast Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	18,998	1,964	320	21,282
October	24,245	2,192	587	27,024
November	20,562	1,718	392	22,672
December	16,827	1,483	312	18,622
January	20,401	1,737	380	22,518
February	22,807	1,907	437	25,151
Total	123,840	11,001	2,428	137,269

2008 - 2009 Severe Need Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	3,800	500		4,300
October	4,849	558		5,407
November	4,112	437		4,549
December	3,365	377		3,742
January	4,080	442		4,522
February	4,561	486		5,047
Total	24,767	2,800		27,567

2007 - 2008 National School Lunch Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	54,660	4,811	1,009	60,480
October	55,308	5,277	1,791	62,376
November	52,385	5,200	1,200	58,785
December	41,172	4,023	904	46,099
January	51,414	4,895	1,060	57,369
February	59,723	5,758	1,211	66,692
March	45,149	4,303	893	50,345
April	61,652	5,900	1,256	68,808
May	54,872	5,143	1,072	61,087
August	14,561	1,231	247	16,039
Total	490,896	46,541	10,643	548,080

2007 - 2008 After School Snack Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	5,518			5,518
October	5,876			5,876
November	4,440			4,440
December	2,549			2,549
January	4,716			4,716
February	6,259			6,259
March	4,778			4,778
April	7,604			7,604
May	4,736			4,736
August	939			939
Total	47,415	-		47,415

2007 - 2008 Regular Breakfast Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	14,419	1,397	2,081	17,897
October	15,155	1,638	3,789	20,582
November	15,182	1,638	2,114	18,934
December	16,243	1,347	384	17,974
January	14,019	1,461	1,768	17,248
February	23,061	1,925	538	25,524
March	16,910	1,407	380	18,697
April	23,910	1,890	542	26,342
May	22,538	1,726	1,072	25,336
August	4,945	242	64	5,251
Total	166,382	14,671	12,732	193,785

2007 - 2008 Severe Need Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	3,749	363		4,112
October	3,940	426		4,366
November	3,947	426		4,373
December	3,128	334		3,462
January	3,645	380		4,025
February	4,441	477		4,918
March	3,257	348		3,605
April	4,605	468		5,073
May	4,341	427		4,768

August	989	62	1,051
Total	36,042	3,711	39,753

2006 - 2007 National School Lunch Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	54,227	6,046	1,134	61,407
October	58,337	6,098	1,252	65,687
November	46,612	4,787	849	52,248
December	37,212	3,767	681	41,660
January	51,176	5,333	938	57,447
February	52,877	5,381	980	59,238
March	46,016	4,721	806	51,543
April	52,395	5,292	915	58,602
May	45,068	4,218	716	50,002
August	13,917	1,166	186	15,269
Total	457,837	46,809		513,103

2006 - 2007 After School Snack Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	5,184			5,184
October	5,402			5,402
November	4,898			4,898
December	1,997			1,997
January	4,817			4,817
February	5,671			5,671
March	4,891			4,891
April	6,348			6,348
May	3,616			3,616
August	618			618
Total	43,442			43,442

2006 - 2007 Regular Breakfast Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	20,741	1,874	464	23,079
October	21,667	1,722	567	23,956
November	18,167	1,445	347	19,959
December	14,017	1,093	254	15,364
January	17,338	1,373	315	19,026
February	19,300	1,438	348	21,086
March	16,585	1,330	303	18,218
April	19,874	1,524	387	21,785
May	17,350	1,240	292	18,882
August	5,149	347	82	5,578
Total	170,188	13,386	3,359	186,933

2006 - 2007 Severe Need Program

MONTH	FREE	REDUCED	PAID	TOTAL
September	3,958	464		4,422
October	4,135	426		4,561
November	3,467	358		3,825
December	2,675	271		2,946
January	3,309	340		3,649
February	3,683	356		4,039
March	3,165	329		3,494
April	3,793	377		4,170
May	3,311	307		3,618
August	992	86		1,078
Total	32,488	3,314		35,802

Chart 9: Chart identifying: (1) each FSMC position that will be shared with other LEAs; (2) the LEAs with whom FSMC employee will be shared; and (3) the percentage of time FSMC employee will work at each LEA.

N/A

Chart 10: School Calendar for 2009 - 2010. If LEA does not have an approved school calendar, please submit projected school calendar with RFP.

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CENTER ISD 2009-2010 Calendar

First Student Day - Aug. 24, 2009
Last Student Day - May 28, 2010
First Semester - 89 days
Second Semester - 86 days

Reporting Periods	Days
1 st Six Weeks	28
2 nd Six Weeks	29
3 rd Six Weeks	32
4 th Six Weeks	28
5 th Six Weeks	29
6 th Six Weeks	29

Total Student Days 175
Staff Development 9
Teacher Work Days 3

Total Days 187

School Holidays

Labor Day Sept. 7
Thanksgiving Nov. 26 - 27
Christmas Dec. 21 - Jan. 1
MLK Day Jan. 18
Spring Break Mar. 15 - 19
Good Friday Apr. 2

Staff Development / Student Holidays

Aug. 17-20; Oct. 2; Nov. 2; Nov. 25;
Feb. 1; May 3

Teacher Workdays / Student Holidays

Aug. 21; Jan. 16; May 29

Early Release Days

Dec. 18; Jan. 14-15; May 27-28

Codes

- School Holiday
- Begin Six Weeks
- End Six Weeks
- Teacher Work Day
- Staff Dev. Student Holiday

August, 2009						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September, 2009						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October, 2009						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November, 2009						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December, 2009						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January, 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February, 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March, 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April, 2010						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May, 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June, 2010						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July, 2010						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Exhibit E

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”), Texas Public School Nutrition Policy, and TDA’s Administrative Reference Manual (“ARM”))

- All USDA-donated commodities offered to the LEA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.

- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

Exhibit F

**METHODOLOGY FOR ALLOCATED COSTS PROVIDE METHODOLOGY FOR
ALLOCATED COSTS.**

**NOTE: ALLOCATED COSTS MAY NOT BE INCLUDED IN THE GENERAL AND
ADMINISTRATIVE EXPENSE FEE.**

Exhibit G

SCHEDULE OF APPLICABLE LAWS

1. FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
2. 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 Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
3. FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
5. FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
6. FSMC has signed the Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.
7. FSMC has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit H, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
8. FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
9. FSMC has signed the Lobbying Certification, Exhibit J, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K.

Exhibit H

SCHEDULE OF FSMC EMPLOYEES

LEA must state in detail minimum qualifications for each FSMC position.

SCHEDULE OF FSMC EMPLOYEES

LEA must state in detail minimum qualifications for each FSMC position

- 1-Child Nutrition Director: Five (5) years of directly related experience preferred
- Minimum of three (3) to five (5) years of Schools (K-12) Education Dining experience preferred, depending upon formal degree or training
- Three (3) to five (5) years of direct foodservice operational management experience in Schools(K-12) Dining setting, with inventory and purchasing knowledge and control
- Good knowledge of food and catering trends with a focus on quality, production, sanitation, food cost controls, and presentation
- Positive promotion of the LEA's food service to students, parents and community

Exhibit I

SCHEDULE OF TERMS FOR FSMC GUARANTY

The district requires the FSMC to operate within a budget that the revenues support the expenditures with a margin for net profit of no less than \$25,000.

Exhibit J

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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 NEXT PAGE)

- (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

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Exhibit J (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 tiered 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 tiered 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 is not debarred, suspended, ineligible or voluntarily excluded from that 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.

Exhibit J (Continued)

- 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.

Exhibit K

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed _____

Subscribed and sworn before me this ___ day of _____, 20__.

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit L

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, 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, an employee of a Member of Congress, or any Board Member, officer, or employee of Center Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Center Independent School District 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CENTER ISD

404 MOSBY STREET

CENTER, TEXAS 75935

Name/Address of Organization

Betty McDaniel
Name/Title of Submitting Official

Signature

Date

Exhibit L

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i></p> <p>_____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p>\$</p>	

Exhibit L (Continued)

<p>16. Information requested through this form is authorized by article 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>
<p><i>Federal Use Only:</i> <i>Authorized for Local Reproduction of:</i> Standard Form – LLL</p>	

Exhibit M

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub-awardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

Exhibit M (Continued)

9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
