

## INDEX OF PROPOSAL DOCUMENTS

TITLE	SECTION	PAGE #
Notice of Request for Proposals	I	1
Terms and Conditions	II	1 - 5
Required Materials	III	6 - 9
Scope of Work	IV	10 - 17
Required Forms		18 - 30

**I. NOTICE OF REQUEST FOR PROPOSALS FOR FOOD MANAGEMENT SERVICES**

The Columbia School District is accepting written food service proposals from qualified food service management companies (FSMCs) to provide food services according to Local Education Agency (LEA) specifications.

Obtain detailed specifications from and file proposals with:

Dr. Lou Gates, Superintendent  
Columbia School District  
755 Maple St.  
Burbank, WA 99323  
(509) 547-2136

Sealed proposals must be received no later than May 12, 2017 at 3:00 p.m. Proposals received after scheduled closing cannot be considered.

The LEA reserves the right to accept any proposal which it deems most favorable to its interests. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the LEA.

A pre-bid conference will be held on April 28, 2017 at 3:00 p.m. at the address listed above. Each FSMC is limited to a maximum of two representatives. Attendance at this conference is mandatory if you wish to submit a proposal. The purpose of this conference is to answer questions related to our nutrition services program.

No bidder may withdraw or alter their proposal after the time set for opening thereof, unless award of contract is delayed for a period of more than forty-five (45) days from the date of opening.

**II. TERMS AND CONDITIONS**

**A. INTRODUCTION**

Pursuant to state and federal law, an individual school LEA participating in the National School Lunch Program, School Breakfast Program, and/or other Child Nutrition Programs may contract with a FSMC to operate eligible school food services. The Office of Superintendent of Public Instruction (OSPI) is responsible for administering all USDA Child Nutrition Programs.

The RFP is intended to provide FSMCs with the opportunity to present their qualifications and approach clearly and succinctly, while providing the LEA with comparable information from each contractor.

**B. TIMELINE**

**Proposed Schedule:**

RFP Release: Mail Out	April 14, 2017
Advertisement Dates	April 14, 2017 April 21, 2017
Mandatory Pre-Bid Conference: 755 Maple St., Burbank, WA 99323	April 28, 2017 3:00 PM
Site Tours of District Facilities	April 28, 2017 3:45 PM
Written Request of Interpretation If any - may be submitted	On <u>or</u> Before May 5, 2017 3:00 PM
<b>Proposals Due:</b>	<b>May 12, 2017, 3:00 PM</b>
Individual Proposal Evaluation	May 15, 2017
Proposal Scored	May 15, 2017
Notice of Intent to Award Issued:	May 17, 2017
Send for Board Agenda	May 19 2017
Board Approval of Selected Proposer:	May 29, 2017
<b>Contract Signed and Executed</b> <i>(After State Approval)</i>	<b>June 28, 2017</b>

NOTE: All Bidders must submit three (3) copies of their bid proposal to the LEA

If necessary, either the LEA or OSPI may revise the above dates.

**C. GENERAL INFORMATION**

The LEA reserves the right to:

1. Amend the RFP.
2. Extend the deadline for submitting proposals.
3. Decide whether a proposal does or does not substantially comply with the requirements of this RFP.
4. Waive any minor irregularity, informality, or nonconformance with this RFP.
5. Obtain or provide references to other public agencies, upon request, regarding the contractor’s past performance.
6. At any time prior to the contract execution (including after announcement of the successful contractor):
  - (a) To reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures.
  - (b) To reject all proposals received and cancel this RFP if there is good cause to do so and it is in the best interests of the LEA.

ALL CONTRACTORS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE LEA IS NOT OBLIGATED TO AWARD A CONTRACT NOR HAVE ANY FINANCIAL OBLIGATION TO ANY CONTRACTOR. IN ADDITION, EACH CONTRACTOR UNDERSTANDS AND AGREES THAT THE LEA IS NOT RESPONSIBLE FOR ANY COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP.

**D. ADDENDA**

If any part of this RFP is amended, addenda will be provided to all contractors who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all contractors who submitted a proposal.

**E. SUBMISSION OF PROPOSALS**

Each contractor must comply with the following requirements for preparing and submitting proposals. The LEA reserves the right to eliminate from consideration any FSMC proposal that does not comply with the following guidelines:

1. Proposal must be submitted in the name of the legal entity registered with the Corporations Division of the Washington Secretary of State's Office to do business in the State of Washington or as an independent contractor.
2. Proposal and price information must be submitted only on white, letter-size paper.
3. Proposal shall be typed but without expensive art work, unusual printing, or other material not essential to the utility and clarity of the proposal.
4. Proposal should have a title page listing all contact information.
5. Three copies of the proposal must be submitted in sealed packages or envelopes. All packages or envelopes must be marked clearly with "RFP--School Food Service," along with the date and time for opening.
6. At least one copy of the proposal must bear an original date and signature by the contractor or a legally authorized representative.
7. The LEA will not accept oral, electronic or facsimile proposals.
8. Each proposal, including pricing information, must be received by May 12, 2017 at 3:00 p.m. Late proposals or modifications will not be accepted.

**F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS**

Contractor must include in their cover letter a statement accepting all terms and conditions included herein.

**G. PROPOSAL COSTS**

The contractor shall bear all costs, directly or indirectly related to preparing a proposal, presentations, supplements, and/or clarifying a bid as required by the LEA.

**H. PUBLIC RECORDS**

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the LEA and made part of a file or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret, the LEA, upon written request by the contractor, shall exempt from public inspection and copying such proprietary data, trade secrets, or other information contained

in the bidder's proposal that relate to the bidder's unique methods of conducting business or of determining prices or premium rates to be charged for services under terms of the proposal (RCW 41.05.026). Each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Washington State Public Records Laws.”

Sheets containing trade secret information must not contain any non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The LEA will not be held liable in the disclosure of trade secret material, especially when it is not properly marked or separated from non-trade secret material.

**I. INVESTIGATION OF REFERENCES**

The LEA reserves the right to investigate any contractor's references and past performance with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments to suppliers, contractors, and workers. The LEA may postpone awarding or executing the contract until the investigation is completed. The LEA reserves the right to reject any or all proposals at any time prior to the execution of a contract.

**J. RECYCLED PRODUCTS**

Contractors shall use recycled products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**K. PROPOSAL MEETING AND SITE VISIT**

The scheduled proposal meeting and site visit is a contractor's only opportunity to visit the sites.

**L. PROPOSAL EVALUATION PLAN**

The LEA shall thoroughly review and subject proposals to an impartial evaluation. The LEA shall prepare an evaluation plan prior to the receipt of any proposals. The plan shall include:

1. The proposal will be evaluated by the Superintendent and Business Manager or designee.

2. Scoring system used to evaluate the proposals is included below:

Points	Factor Number	Factor Description
25	1	Financial pro forma; proposed amount of the management fee; projected overall program financial results.
20	2	Experience of proposed on site resident manager. (see page 15 #10)
10	3	Company food service experience with other districts similar in size, volume, and food service labor workforce.
10	4	Purchasing specifications & purchasing power
10	5	Marketing & communication plan
10	6	Proposed 21 day elementary cycle menu and proposed program for middle and high school.
10	7	Employee staffing and training development plan
10	8	Employee health and safety and food safety risk management programs
10	9	Strategies for increased participation
10	10	Processes for gathering and acting on feedback from students, staff, and parents regarding district food service program.
10	11	Accounting & financial controls
10	12	References of present and prior school food service contracts in the State of Washington.
145		Total

**M. POST-SELECTION REVIEW**

Competing contractors shall be notified in writing of the selection of the apparent successful contractor and afterwards, shall be given two (2) calendar days to review the RFP file and evaluation report at the LEA office. Any questions or concerns about the selection process must be in writing and must be delivered to the address AND e-mail below:

Dr. Lou Gates, Superintendent  
 Columbia School District; 755 Maple St., Burbank, WA 99323  
 Lou.Gates@csd400.org

The Columbia School District will promptly respond to contractor questions or concerns. The decisions of the LEA are final.

### III. REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL

#### A. MANDATORY ITEMS

ITEMS 1–14 ARE TO BE SUBMITTED WITH ALL PROPOSALS. PROPOSALS NOT CONTAINING ALL APPLICABLE ITEMS WILL BE REJECTED.

1. **Cover Letter.** The Contractor must submit a cover letter, which contains a brief explanation of the features of the proposal. The Contractor must include the email address, telephone and facsimile numbers of an authorized representative of the FSMC. The cover letter should acknowledge receipt of any amendments or modifications to the RFP. Include the General Information form with cover letter.
2. **Completed Certificate of Independent Price Determination (Appendix C).**
3. **Certificate of Suspension and Debarment (Appendix D).**
4. **Certification Regarding Lobbying (Appendix E).**
5. **Buy American Provision.** The LEA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States, meaning the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.
6. **Financial Terms.** Complete as to all price terms, methods of determining costs, rebates, methods of allocating expenses, and all formulas for computing fixed price per meal rate. This shall include FSMC estimates of the number of school days, number of students, number of NSLP, SBP, and SFSP meals and meal equivalents anticipated for the term of the contract.

Meal Equivalent Defined. For fixed price per meal purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the current USDA free lunch meal reimbursement rate, plus USDA commodity foods value to determine the meal equivalency rate. The basis for computing meal equivalency shall comply with OSPI CNS 1800 Report Reference Sheet <http://www.k12.wa.us/ChildNutrition/programs/default.aspx> and be fully described by the FSMC. SFSP program meals cannot be included in the meal equivalent calculations. These programs require separate accountability.

For fixed price per meal contracts, awarded on a per meal basis and with revenues from non-program foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. The FSMC will be responsible for providing the SFA with, or calculating non-program food costs and program revenues for compliance with the 7 CFR Part 210.14(f).

**Columbia School District FSMC RFP**

Taxes, whether state or federal, SHALL NOT be included in the proposal. The LEA is exempt from federal excise taxes. Washington State sales tax, when applicable, should be added as a separate item on invoices only, not to be included in the proposal.

7. **Menu Cycle.** For the purposes of this RFP, all FSMCs are required to use the 21-day cycle menu provided in [Appendix]. Include a copy of a 21-day cycle menu developed in accordance with the meal pattern requirements specified in 210.16(b). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made upon approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.

The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit D titled “Nutrition Standards in the National School Lunch and School Breakfast Programs” for meal pattern requirements.

FSMC may not change or vary the menus after the first cycle menu for the NSLP, SBP, SFSP 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, OSPI and USDA for review upon request. (7 CFR 210.16(b)(1))

8. **Program Information.** Interested contractors are required to utilize the participation levels, meal prices, federal reimbursements, and state reimbursements as detailed below. The program information will allow the LEA to compare proposals from the various contractors.

Participation Categories	Lunch Price/Meal	Avg. Daily Lunch Count	Breakfast Price/Meal	Avg. Daily Breakfast	Avg. Snacks+	Avg. Supper
Free: Student		236		80	-	80
Reduced: Student K–3		24		11		
Reduced: Student 4–12	\$ 0.40	30		-		
Paid: Student, Elem.	\$ 2.65	57	\$ 1.60	8	-	
Paid: Student, Middle	\$ 2.90	42	\$ 1.80	9		
Paid: Student, High	\$ 2.90	28	\$ 1.80	-		
Adult	\$ 3.50	-	\$ 2.25	-		

+ = Paid snacks are charged at the paid snack reimbursement rate

Participation Categories	Daily Lunch Serving Days	Daily Breakfast Serving Days
Serving Days: Elementary	174	175
Serving Days: Middle	174	175
Serving Days: High	176	177



**NSLP and SBP Reimbursement Rates:**

Category	High Lunch	Severe Need Breakfast	Regular Breakfast	Special Milk	Area Eligible Snack	Regular Snack
Free	\$ 3.18	\$ 2.04	\$ 1.71	\$ 0.1975	\$ 0.86	\$ 0.86
Reduced	\$ 2.78	\$ 1.74	\$ 1.41			\$ 0.43
Paid	\$ 0.32	\$ 0.29	\$ 0.29			\$ 0.07
Meal Pattern	\$ 0.06					
USDA Foods	\$ 0.2300					

\* For lunches served

**CACFP Reimbursement Rates:**

Category	Lunch	Breakfast	Snack
Free	\$ 3.18	\$ 1.71	\$ 0.86
Reduced	\$ 2.76	\$ 1.41	\$ 0.43
Paid	\$ 0.30	\$ 0.29	\$ 0.07
Cash in lieu of Commodities	\$ 0.2300		

**SFSP Reimbursement Rates:**

Meals	Type	Operating Rates	Adm. Rates
Breakfast	Vended	\$ 1.9400	\$ 0.1525
	Self-Prep	\$ 1.9400	\$ 0.1925
Lunch	Vended	\$ 3.3900	\$ 0.2950
	Self-Prep	\$ 3.3900	\$ 0.3550
Snack	Vended	\$ 0.7900	\$ 0.0750
	Self-Prep	\$ 0.7900	\$ 0.0975

9. **Schools to be served.** The schools listed below are those that currently receive meal services. This list is subject to change. All FSMC’s must propose to serve meals at these sites

Location	Enroll.	Lunch Time	Breakfast Time	Config	NSLP	SBP	CACFP
ECEAP (@CES)	17	11:20A	7:50A	Pre-K	NO	NO	Brk, Lunch
Columbia Elementary	375	10:50A	7:50A	K-5	YES	YES	Snack, Supper
Columbia Middle	170	11:20A	7:50A	6 – 8	YES	YES	Supper
Columbia High	250	12:15P	7:50A (@CMS)	9-12	YES	YES	Supper
Pre-School (@CMS)	10	11:30A	8:30A	Pre-K	YES	YES	NO

10. **Management Team.** The FSMC must provide a general manager to supervise operations. They must be able to meet the qualifications set forth in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The managers’ responsibilities are detailed below.

11. **Management Services.** Provide a descriptive narrative of the services provided in each of the following areas. Limit your response to pertinent information. The LEA is not interested in receiving marketing material, reports, or other extraneous information.
- (a) Employee staffing, training and development plan.
  - (b) Procurement and sustainability.
  - (c) Community involvement and communications plan.
  - (d) Depth of management and support resources.
  - (e) Nutritional and wellness awareness programs.
  - (f) Food service experience with other LEAs.

12. **Performance Bond.** For food service contracts over \$100,000, the FSMC must be willing to provide a performance bond in an amount not less than ten (10) percent or more than 25 percent of the contract award amount. The FSMC shall obtain the performance bond only from surety companies listed in the current Department of the Treasury Circular 570 and the FSMC must be licensed to conduct business in the state of Washington.

The FSMC shall, within ten (10) calendar days after receipt of the awarded contract and before commencing the work hereunder, furnish a performance bond as described above. The contract shall not be binding until such bond is so furnished and approved by the LEA; and, if not so furnished within ten (10) days, the LEA may, at its option, determine that the FSMC has abandoned the contract.

**Additional bonding requirements for SFSP:** Bid bond guarantee (when the SFSP portion of the proposal exceeds \$150,000):

FSMC shall submit with their proposal, a bid bond guarantee in the amount of \$\_\_\_\_\_ (no less than 5 percent or more than 10 percent of the total proposed price), which shall be from a surety company listed in the current Department of the Treasury Circular 570.

Proposal guarantees, other than bid bonds will be returned (a) to unsuccessful FSMC as soon as practicable after the opening of proposals and (b) to the successful FSMC upon execution of an awarded contract, FSMC may need to obtain additional insurance coverage and bonds as may be required by the RFP.

13. **Certificate of Insurance.** Contractor shall maintain, as a direct cost of operation, the following minimum insurance coverage while performing services hereunder. The policy(s) will provide for at least thirty (30) days written notice of cancellation or material alteration of coverage to be given to the LEA. The LEA shall receive, on the effective date of the Contract, a certificate(s) of insurance verifying the coverage and naming the LEA as co-insured.
- (a) Comprehensive General Liability with Bodily Injury and Property Damage limit of \$1,000,000 per occurrence/aggregate. This will include coverage for all premises, Contractual Liability, Personal Injury Liability, and Products/Completed Operation Liability.
  - (b) Worker's Compensation insurance to cover the FSMC's employees.

**IV. SCOPE OF WORK**

**A. OVERVIEW OF FOOD SERVICE**

1. **Scale.** The LEA employs 6 people and provides meal service to over 820 children at 3 sites. In those schools, the LEA serves meals from the following programs: National School Lunch Program (lunches and after-school snacks), School Breakfast Program, and Child and Adult Care Food Program (ECEAP meals and after school suppers). The number of the sites served for after school meals changes every year. The FSMC should propose on the number of meals listed in the table below. Although not currently serving these meals, the FSMC should have the ability to provide meals in the Fresh Fruit and Vegetable Program and the Summer Food Service Program.

The contractor shall meet new meal patterns and nutrition standards as defined in the final rule for Nutrition Standards in the National School Lunch and School Breakfast Programs (7 CFR Parts 210 and 220). The rule requires LEAs to increase the availability of fruits, vegetables, whole grains, and fat-free and low-fat fluid milk in school meals; reduce the levels of sodium, saturated fat and trans-fat in meals; and meet the nutrition needs of school children within their calorie requirements. The new meal patterns will take effect July 1, 2012 for NSLP and July 1, 2013 for SBP.

The contractor will provide reimbursable meals each day school is in session. "Reimbursable meals" are defined as those lunches and breakfasts or snacks that qualify for USDA reimbursement. Proposals should be based on the number of serving days for lunch and breakfast for all levels. The following estimated meal counts and meal equivalents budget shall be used by all contractors to construct the financial pro forma:

	<b>CACFP Child Care Breakfast</b>	<b>CACFP Child Care Lunch</b>	<b>CACFP Child Care Supper</b>	<b>Sum of At Risk Meal Count</b>
Columbia School District-Walla Walla	1,549	1,969	13,944	13,944
Columbia Elementary	1,549	1,969	4,477	4,477
Columbia High			6,928	6,928
Columbia Middle School			2,539	2,539
<b>Grand Total</b>	<b>1,549</b>	<b>1,969</b>	<b>13,944</b>	<b>13,944</b>
<b>Equivalents</b>	<b>1,033</b>	<b>1,969</b>		<b>13,944</b>
<b>CACFP Meal Equivalents</b>				<b>16,946</b>
<b>NSLP Meal Equivalents</b>				
	<b>NSLP Breakfast Breakfast</b>	<b>NSLP Lunch Lunch</b>	<b>NSLP Snack Afterschool Snack</b>	<b>A La Carte*</b>
Columbia School District-Walla Walla	24,278	77,983	414	
Columbia Elementary	17,002	42,515	414	
Columbia High		16,413		
Columbia Middle School	7,276	19,055		
<b>Grand Total</b>	<b>24,278</b>	<b>77,983</b>	<b>414</b>	<b>\$ 5,675</b>
<b>Equivalents</b>	<b>16,185</b>	<b>77,983</b>	<b>138</b>	<b>1,705</b>
<b>CACFP Meal Equivalents</b>				
<b>NSLP Meal Equivalents</b>				<b>96,012</b>
<b>* = The meal equivalent conversion rate equals \$3.3275 (\$3.09 + \$.2375).</b>				.

2. **Responsibilities.** The responsibilities of the food service department include the following:
  - (a) Preparing and serving meals and meal supplements (snacks) to students, and participants in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program (SFSP), the Fresh Fruit and Vegetable Program (FFVP), and the Child and Adult Care Food Program (CACFP).
  - (b) Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the LEA.
  - (c) Maintaining reasonable, competitive meal and a la carte prices in the program as approved by the school board.
  - (d) Maintaining a stable, well-trained, and supportive food service staff.
  - (e) The FSMC shall make recommendations regarding purchasing, maintaining, and repairing all equipment used in the kitchen.
  - (f) Maintaining all kitchen areas and working environments in a safe and sanitary condition.
  - (g) Complying with all health/food code requirements including blood pathogen training, safety, and sanitation requirements.
  - (h) Maintaining full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.
3. **Contract Period.** The initial contract period shall commence on 8/28/2017 or date of award, whichever is later, and end on 8/27/2018. The contract may be renewed at LEA option for up to four additional one-year periods as allowed by federal and state regulations. The total contract period cannot extend beyond 8/27/2022. An addendum, approved by both parties, may be used to make minor modifications to this contract. Minor modifications do not substantially change the scope of the contract.
4. **Termination of Contract.** Either party may terminate the contract during any year by giving 60 days written notice to the other party of its intention to terminate the contract. Further, the Contractor and LEA shall each to the other provide written notice, 60 days prior to the annual renewal date, of their intent to renew the contract.
5. **Termination for Cause:** If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days. In the event of termination, the LEA will not be obligated to compensate the Contractor for any work undertaken. The Contractor shall be liable for any damages incurred by the LEA due to non-compliance.
6. **Financial Requirements.** The food service department will run on a breakeven basis so as to be self-supporting. Program costs are to include other non-food costs of \$1,250 annually for equipment repair/replacement, waste disposal services, pest control, kitchen equipment testing, and other services. These costs will be reviewed annually by the LEA and FMSC and adjusted if deemed necessary.

7. **Management Goals.** The food service department will provide nutritious, high-quality meals and snacks to students and participants in the programs as listed in the Responsibilities section above.
8. **Schools and other facilities served.** The food service department provides regular food service at sites, and occasional service at other sites as requested or required. See Schools served (above) for the list.
9. **Food Service Office and Staff.** The location of the food service office will be determined after award of contract.
10. **National School Lunch and School Breakfast Programs.** [Traditional Food-Based] menu planning is used at all sites for lunch and breakfast. Provide meal count and menu production records as required by NSLP/SBP regulations. *If the menu planning differs by site or program, provide specific information, as applicable, regarding the USDA menu planning option used at each site offering reimbursable meals.*
11. **Summer Food Service Programs.** The LEA may provide summer meals under the SFSP. The menu planning option used is the same as NSLP [The SFSP meal pattern is used]. Provide meal count and menu records as required by SFSP regulations. Meals may be vended only and no program administration costs shall be included in the fixed price for this program.
12. **Fresh Fruit and Vegetable Program.** 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 ten percent (10%) of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.
  - The LEA will regularly monitor the FSMC operations to ensure compliance with relevant FFVP requirements.
  - The FSMC will submit a FFVP cycle menu based on USDA Food and Nutrition Service (FNS) guidance.
  - The FSMC will document and track FFVP expenses separately and make this documentation easily accessible for LEA review.
13. **After School Snack Program.** In the event that FSMC provides management services for the After School Snack Program (ASSP) at any of LEA's food service locations, LEA and FSMC agree to operate the ASSP in accordance with the requirements of all applicable regulations.
14. **Child and Adult Care Food Program (CACFP)** (At-Risk Afterschool Snacks/Suppers, Child Care Centers, or Head Start Programs). In the event that the Contractor provides food services for the At-Risk Afterschool Meals Program at any of the District's food service locations, the LEA and FSMC agree to operate the program in accordance with the requirements of the Child and Adult Care Food Program (CACFP) and all applicable regulations and policies.. The CACFP meal pattern is followed in the child care centers or Head Start Programs. The Afterschool-At-Risk Snack and Supper sites use the NSLP meal pattern. Menu records are provided as required by CACFP regulations. Program

Administration costs may not be included in the fixed meal price for this program. These meals cannot be included in the meal equivalent calculations for NSLP reimbursement. Separate accountability for all CACFP programs is required.

**B. DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR**

1. **General.** The contractor selected pursuant to this request for proposals will manage and supervise the LEA's food service department. The food service department must be managed so as to efficiently and effectively fulfill the responsibilities described, and so as to achieve the Management Goal and Financial Requirements described in Section IV above.
2. **Financial Guarantee.** The food service department shall be managed so as to be self-supporting. The total of all direct operating costs (including food, supplies, wages, benefits, maintenance fees, management company fees, and other direct) and indirect direct costs must not exceed total program revenues (including sales and reimbursement under federal programs). If the program experiences operating losses, the FSMC shall be required to reimburse the LEA in an amount commensurate with the variance of those costs that are within the control of the FSMC.
3. **OSHA and WISHA Requirements.** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued thereunder and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the LEA from all damages assessed the LEA as a result of contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
4. **State and Federal Regulations.**
  - (a) All services offered under this proposal shall be in accordance with all applicable local, state, and federal laws and regulations regarding, but not limited to, equal opportunity employment, prevailing wages, overtime compensation, licensing and training of contractor's employees, sanitation, and quality and quantity of materials supplied.
  - (b) Contractor must sign and comply with the terms of the attached affirmative action contract requirements. Failure to sign this contract shall be cause for rejecting proposals.
  - (c) The proposal and contract offered must comply with all federal and state requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Fresh Fruit and Vegetable Program (FFVP), and Child and Adult Care Food Program (CACFP) (7 CFR 210, 215, 220, 225, 226, 245, and 250, 2 CFR 200 Uniform Administrative Requirements, FNS Instructions and Policies and the Fresh Fruit and Vegetable Handbook for Schools)..
  - (d) The contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to USDA and the Regional Office of the Environmental Protection Agency (EPA). The FSMC will not utilize a facility listed on the EPA List of Violating Facilities.

- (e) The contractor agrees to the “Buy American” provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.
- (f) The LEA’s food service operations are performed by classified school employees. The contractor agrees that health and other benefits will be similar to those provided for school employees who would otherwise perform the work. (Per RCW 28A.400.285).
- (g) The LEA shall maintain approval and signatory responsibility for free and reduced-price meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.
- (h) Civil Rights. In accordance with Title VI of the Civil Rights Act of 1964, “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof” (7 CFR parts 15, 15a, and 15b); and FNS Instruction 113-1.

**5. Use of Donated Foods.**

- (a) The FSMC shall credit the LEA for the value of all donated food, entitlement and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products.
- (b) The FSMC shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by LEA for the meals/meal equivalents served.
- (c) The value of commodities for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed commodities it is the processing agreement value.
- (d) The FSMC shall be responsible for ordering and selecting USDA donated foods in coordination with the LEA; the storage and management of the donated foods; procuring processed end products on behalf of the LEA; and payment of processing fees or submittal of refund requests on behalf of the LEA or remittance of funds for the value of donated foods in processed end products to the LEA in accordance with 7 CFR 250.
- (e) The FSMC will use all available USDA donated ground beef, ground pork, and processed end products in the LEA’s food service consistent with agreed upon menu cycles.
- (f) The FSMC will use all other USDA donated foods in the LEA’s food service.
- (g) The FSMC will procure processed end products on behalf of the LEA in compliance with the requirements of subpart C of 7 CFR 250 and credit the LEA for the value of donated food in the processing end product at the processing agreement value.
- (h) The FSMC will not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
- (i) The FSMC will comply with the storage and inventory requirements for donated foods.
- (j) The LEA, OSPI, Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

- (k) The FSMC must maintain the following records relating to the use of the donated foods in accordance with 7 CFR Sec. 250.54(b):
    - i. The donated food and processed end product received from or on the behalf of the LEA for use in meal service.
    - ii. Documentation that it has credited the LEA for the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.
    - iii. Documentation of the FSMC's procurement of processed end products on behalf of the LEA.
  - (l) Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to USDA donated foods.
6. **Cost Reimbursement – (*Applicable to FFVP only*)**. 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 assignee under contract, to the extent those credits are allocable to the allowable portion of costs billed to the LEA. 7 CFR 210.21(f)(1)(i).
- (a) The FSMC must separately identify on the invoice submitted to the LEA the amount of that cost that is allowable and the amount that is unallowable. 7 CFR 210.21(f)(1)(ii)(A)
  - (b) Or the FSMC must exclude all unallowable costs from its invoices and certify that only allowable costs are submitted for payment and 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. 7 CFR 210.21(f)(1)(ii)(B)
  - (c) FSMC determination of allowable costs shall be made in compliance with USDA and NSLP regulations and OMB cost circulars. 7 CFR 210.21(f)(1)(iii)
  - (d) The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the 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. If approved by the OSPI, the LEA may permit the FSMC to report this information on a less frequent basis than monthly, but no less frequently than annually. 7 CFR 210.21(f)(1)(iv)
  - (e) FSMC shall identify the method by which it will report discounts, rebates and other credits that are allocable to the contract but not reported prior to expiration of the agreement. 7 CFR 210.21(f)(1)(v)
7. **Documentation of Costs**. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the LEA, OSPI, or the Department. 7 CFR 210.21(f)(1)(vi)
8. **Local Purchases**. The FSMC shall allow 10 percent of food budget for local farm to school purchases. In those instances, the FSMC may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products in accordance with The Food, Conservation, and Energy Act of 2008 (P.L. 110-246).



9. **Capital Improvements.** The cost of capital improvements to the kitchen facilities shall be borne by the LEA and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain with the LEA.
10. **Food Service Manager.** The FSMC shall employ a qualified manager to administer the food service operations and supervise all employees employed therein. All non-management food service employees shall be employees of the District. The LEA and the FSMC shall each be solely responsible for food service employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff, and termination.

The manager shall operate the school food service program and work in close liaison with the LEA. Contractor's proposed manager must be experienced in educational food service operations. Contractor's manager must be available within the LEA or attending to LEA business on a full time basis.

Each party shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security, and unemployment taxes and workers' compensation costs. Each party shall indemnify, defend, and hold the other harmless from and against any claims, liabilities, and expenses related to or arising out of the indemnifying party's failure to fulfill its responsibilities under this section.

The LEA reserves the right to accept or reject the contractor's selection of said manager. The manager's responsibilities will include, but shall not be limited to, providing the following:

- (a) Normal operating responsibilities.
- (b) Short-range budget and financial planning.
- (c) Long-range budget and financial planning.
- (d) Weekly and/or monthly reports and financial data.
- (e) Collaborating routinely with building principals on food service operations.

Contractor will include in the proposal a suggested plan and schedule describing employee training with as much detail as possible, which the contractor would perform during the term of the contract. It shall be the contractor's policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

Within collective bargaining agreement parameters, the contractor shall work with the LEA to utilize students or volunteers identified by the LEA to work in the food service program. Food services should not distract student workers from the educational process.

11. **Staffing Changes.** Staffing changes may be initiated by the FSMC only with the prior consent of the LEA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the LEA shall work cooperatively in order to achieve the financial requirements and management goals set forth herein. The FSMC may not implement any staffing change, which would limit or abridge any right or privilege of any LEA employee pursuant to any applicable collective bargaining agreement. "Staffing Change" shall include any hiring,

termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting LEA employees.

12. **Reports.** The FSMC shall provide the LEA monthly financial and management reports accurately reflecting the status of the food service operation. Such reports shall be in a format acceptable to the LEA and in sufficient detail to allow independent verification if requested by the LEA. All problems and difficulties, which may impair the FSMC's ability to fulfill the financial and management goals described herein, shall be promptly reported to the LEA, so that the LEA may work with the FSMC toward resolution.
13. **Survival of Terms.** The terms of this section IV "Scope of Work" shall supersede any conflicting provision of the contract executed between the LEA and the Contractor (FSMC) pursuant to this RFP.
14. **Professional Standards.** Both LEA and FSMC must review and follow guidance from the Food and Nutrition Services (FNS) on the final rule "Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010" (80 FR 11077). The final rule seeks to ensure that State and local school nutrition program personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and successfully. The final rule is available at: <http://www.fns.us.gov/school-meals/professionalstands> and SP39-2015 available on OSPI Child Nutrition Service's website.

**ATTACHMENTS:**

- A. General Information
- B. Financial Pro Forma
- C. Certificate of Independent Price Determination
- D. Suspension and Debarment Certification
- E. Certification Regarding Lobbying
- F. Affirmative Action Compliance Statement
- G. *List of Schools/Sites*
- H. *Contract Days*
- I. *Food Service Staffing Hours, wages/benefits and locations of employment*
- J. *Total Paid-Free-Reduced Price Meals and Snacks Served by school/site*
- K. *21-Day Cycle Menu (NSLP Elementary and Secondary, as applicable)*
- L. *Performance Bond*
- M. *Certificate of Insurance*

**GENERAL INFORMATION**

*(Double click on form to access)*

**BUSINESS STYLE OF CONTRACTOR**

The party who submits this proposal and to whom the contract may be awarded is, and notice of acceptance should be mailed or delivered to:

**NAME:**   
Legal name of person, firm or corporation submitting proposal.

Check One:

Corporation       Individual       Partnership

State of Washington, UBI Number

**ADDRESS:**   
Street Address  
  
City, State and Zip Code

**PHONE NUMBER:**       **FAX NUMBER:**

**SIGNATURE:**   
Authorized Signature  
        
Name Printed or Typed      Date  
  
Title

**PROPOSED SECURITY (As enclosed):**

Proposal Bond Number       Amount

Certified Check Number       Amount

(Personal and Contractor checks are not accepted)

**ADDENDA (TO BE COMPLETED ONLY IF ADDENDA ARE RECEIVED)**

Receipt of addenda number(s) \_\_\_\_\_ is hereby acknowledged.

**Contractor Name**

**Address:**   
Street Address  
        
City, State and Zip Code      Phone

**By:**

Appendix C

**Certificate of Independent Price Determination**

Both the Local Education Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

---

NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATION AGENCY
---	--------------------------------

- A. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
  
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
  - 1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - 2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

---

**SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE**  
**DATE**

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

---

**SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE**  
**DATE**

**Note: Accepting a bidder's offer does not constitute award of the contract.**

**Suspension and Debarment Certification**

**Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE**

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

---

Business Name PR/Award Number or Project Name

---

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

---

Signature(s) Date

**Instructions for Certification**

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



Appendix E

**Certification Regarding Lobbying Disclosure of Lobbying Activities  
(Complete the form that is applicable.)**

**NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.**

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

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

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

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

---

Name/Address of Organization

---

Name/Title of Submitting Official

---



Federal Use Only:

Authorized for Local  
Reproduction Standard Form --  
LLL

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF SF-LLL  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee 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. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. 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 LEA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional LEA, 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."
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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. 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.

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 (0348-00046), Washington, DC 20503.

Appendix F

**AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

FSMCs (Contractors) who desire to provide the \_\_\_\_\_ (LEA) with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The FSMC (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The FSMC (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The FSMC (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the FSMC (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The FSMC (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the FSMCs (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from \_\_\_\_\_ (LEA), or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FSMC NAME