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# Child Nutrition Programs

## Request for Proposal

### Fixed Fee Contract

School District/Public Entity: Pima Unified School District #6  
Solicitation Number: 201401

Solicitation Release Date: November 21, 2013  
Solicitation Due Date/Time: January 16, 2014  
Submittal Location: Pima District Office  
192 S. 200 E.  
Pima, AZ 85543  
Pre-Offer Conference Date/Time: January 6, 2014  
Pre-Offer Conference Location: Pima District Office  
192 S. 200 E.  
Pima, AZ 85543

**Description of Procurement:**

Competitive sealed proposals for the materials or services specified will be received by the **Pima Unified School District #6** at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

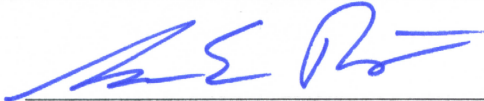
Offers must be in the actual possession of the **Pima Unified School District #6** on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

Procurement Officer **Pima Unified School District #6**



Sean E. Rickert

(928) 387-8002

November 21, 2013

Date

(928) 387-8020 (Fax)

In accordance with Federal law and United States Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, age, sex, religion, political affiliation, veteran's status, genetic code or disability. To file a complaint of discrimination, write U. S. Department of Agriculture, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 260-1026, (866) 632-9992 (toll free) or (202) 401-0216 (TTD). USDA is an equal opportunity provider and employer.

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**Sean E. Rickert**

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Date

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**OFFER**

**Solicitation No. 201401**

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person Date of Offer

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

Acknowledgement of Amendment(s):  
*(Offeror acknowledges receipt of amend-  
ment(s) to the Solicitation for Offers and  
related documents numbered and dated*

Amendment No. Date  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amendment No. Date  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

No. \_\_\_\_\_

Your Offer, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the SFA.

This Contract shall henceforth be referred to as Contract Number \_\_\_\_\_.

\_\_\_\_\_  
Pima Unified School District #6

\_\_\_\_\_  
Date

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## Scope of Work

### BACKGROUND

- 1.0.1 The Pima Unified School District #6 hereby referred to as a school food authority (SFA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Food Service Program (SFSP), Fresh Fruits and Vegetable Program (FFVP), After School Care Snack Program (ASCS), vending machines, concession stands, catering, vending to other schools, etc. This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive, operational and technical support as well as financial management of the program. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The SFA may request of the FSMC additional food service programs per the terms of the RFP.
- 1.0.2 The SFA employs 87 persons, of whom 9 work in food service and provides food service to approximately 820 children at one (1) site, including one (1) school. The food service prepares approximately 85,000 meals annually. Additional SFA information is on Exhibit A.
- A. The SFA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program.
- 1.0.3 (1) Retain control of the nonprofit school food service account and overall financial responsibility for the food service operation. The SFA retains control of the quality, extent and general nature of the food service and prices charged to children for meals. 210.16(a)(4)
- 1.0.4 (2) Retain signature authority on the Food Program Permanent Service Agreement, free and reduced policy statement and claims. 210.16(a)(5), 210.21(b)
- 1.0.5 (3) Shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC through periodic on-site visits. 210.16(a)(3), 210.21(e)(1)
- 1.0.6 (4) Shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 210.16(a)(8)
- 1.0.7 (5) Shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations. The SFA will ensure that no child is discriminated against on the basis of race, color, national origin, age, sex, religion, political affiliation, veteran's status, genetic code or disability. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. 245.6
- 1.0.8 (6) Every school year, the SFA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, SFA shall: ensure that the school implements corrective action; and, within 45 days of the review, conducts a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation. 210.8(a)(1)

### SECTION 1.1

#### METHOD OF APPROACH AND IMPLEMENTATION PLAN

- 1.1.1 The SFA participates in the NSLP, SBP, SFSP and surplus food commodities are available for use in the selected program(s), and it is the intent of the SFA that such items will be included in menus to the greatest extent possible.

#### A. Food Purchase Specifications

- 1.1.2 A-1 Whether the SFA conducts its own procurement, or if the FSMC procures products on behalf of SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- 1.1.3 A-2. The FSMC will act as the purchasing agent and will be responsible for purchasing all food items, supplies, and equipment required for the CNP. The FSMC will purchase quality products at the lowest possible cost utilizing existing contracts in place by the FSMC at the corporate level. All purchases generated by the FSMC upon District approval, must adhere to the federal CNP procurement regulations in 7 CFR 3016.36 and 7 CFR 210.21 and will adhere to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA’s food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 210.16(c)(3)

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

FSMC will buy the beginning inventory, exclusive of commodities, from the SFA. The FSMC must submit a comprehensive plan on how the FSMC will purchase food to keep costs low and quality high. The FSMC must describe the methodology it will use to credit the market value of the USDA Foods or commodities received on the invoice. The FSMC must state the estimated food costs in Attachment 7.6 The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

- 1.1.4 A-3. Free and reduced price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested FSMCs should include in the proposal a provision for accommodating such special requests.
- 1.1.5 A-4. Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. The FSMC shall ensure compliance with the SFA’s Agreement with the Arizona Department of Education (ADE).

**B. Menu Plan**

- 1.1.6 B-1. Include a copy of a 21-day or 42-day (if applicable) 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 with the approval of the SFA. 210.16(b)(1) Weekly School Meal Initiative analysis, and serving size must be provided. Complete Attachments 7.7 & 7.8.
- 1.1.7 B-2. 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.
- 1.1.8 B-3. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, SFSP or the à la carte items without written approval of SFA. SFA 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 SFA 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 SFA, ADE and USDA for review upon request. (7 CFR 210.16(b)(1))
- 1.1.9 B-4. The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others as chosen by the SFA. 210.10(a)
- 1.1.10 B-5. The FSMC shall serve a- la-carte items that meet the Arizona Nutrition Standards at AZ law for grades K-8 and the SFA prohibits the sale of food of minimal nutrition value in the food service area. 210.11 Furthermore, as applicable, all items

served by the FSMC shall comply with 7 CFR 210.11, Competitive food service and standards, and any other nutrition standards for all foods sold in school implemented as requirement under the Healthy, Hunger-Free Kids Act of 2010. Additionally, the SFA 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:

- (1) A recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
- (2) The identity of all branded items that may be used in the meal/a-la-carte, vending, school stores, etc; and
- (3) 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.

- 1.1.11 B-6. The FSMC shall implement an accurate point of service count using the counting system submitted to ADE by the SFA. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 245.8.
- 1.1.12 B-7. The FSMC will promote the nutritional education aspects of the SFA food service wellness program, and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The FSMC must provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.
- 1.1.13 B-8. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public schools as stated on Attachment 7.1. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.
- 1.1.14 B-9. The FSMC must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.
- 1.1.15 B-10. The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC will submit a HACCP plan in the proposal.

#### **C. Accounting Systems and Records**

- 1.1.16 C-1. The SFA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the SFA. All deposits will be provided to the SFA, by the FSMC, in bags, with completed deposit tickets organized by school, to be deposited into the SFA account.
- 1.1.17 C-2. The FSMC shall have a detailed internal accounting process as describe in Attachment 7.9 of the proposal. This should be at a minimum:
- (1) Detailed inventory control for storage areas, including USDA commodities;
  - (2) Accounting controls;
  - (3) Method of recording, checking and reporting sales;
  - (4) Internal control of cash handling;
  - (5) Internal audit system;
  - (6) Bonding for FSMC employees, contractors or subcontractors handling cash;
  - (7) All regular accounting forms used, with explanation of each; and
  - (8) Account periods.
- 1.1.18 C-3. The FSMC shall have a policy on how the meals will be served and how proper, accurate pupil participation records will be maintained.

#### **D. Cost Controls and Fees**

- 1.1.19 D-1. Each FSMC shall have a plan for controlling costs which includes:
- (1) Previous record on meeting budgets and estimating costs;
  - (2) Outline the number of weeks the FSMC Management will work, the number of Management vacation days and number of Management leave days that will be charged the SFA;
  - (3) Amount of any bonus the FSMC will provide to the management staff, which will be charged to the SFA; and
  - (4) Identify what the management staff performance guarantee will be.



## Special Terms and Conditions

### 1. Definition of Terms Used in these Special Terms and Conditions

Purpose: The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for the Pima Unified School District #6. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ADE" means the Arizona Department of Education
- B. "ASCS" means After School Care Snack
- C. "CN" means Child Nutrition
- D. "CCC" means Commodity Credit Corporation
- E. "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
- F. "Contractor" means any person who has a contract with the Pima Unified School District #6.
- G. "DF" means Donated Food
- H. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract
- I. "FNS" means Food Nutrition Services
- J. "FSMC" means Food Service Management Company
- K. "Gratuity" - a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received
- L. "NSLP" means National School Lunch Program
- M. "Procurement Officer" means the person duly authorized by the School District/Public Entity to enter into and administer Contracts, direct contract changes and make written determinations with respect to the Contract or their designee
- N. "SBP" means School Breakfast Program
- O. "SFA" means School Food Authority and refers to the Pima Unified School District #6 that executes the contract
- P. "SNB" means Severe Need Breakfast
- Q. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ)
- R. "SMP" means Special Milk Program
- S. "SFSP" means Summer Food Service Program, Seamless Summer Food Service Program and Simplified Summer Food Services Program
- T. "Sponsor" means the same as "Arizona Schools", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children
- U. "USDA" means United States Department of Agriculture

### 2. Insurance.

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees

or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. SFA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“The Pima Unified School District #6 its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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(a) The policy shall be endorsed to include the following additional insured language: ***“The Pima Unified School District #6, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(3) Worker's Compensation and Employers' Liability

<b>Employers' Liability</b>	<b>Statutory</b>
• Each Accident	\$500,000
• Disease – Each Employee	\$500,000
• Disease – Policy Limit	\$1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) This requirement shall not apply to: Any contractor or subcontractor who is separately exempt under A.R.S. § 23-901, AND when such contractor or subcontractor also executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

(1) The SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the SFA. Such notice shall be sent directly to the SFA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The SFA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the SFA with certificates of insurance (ACORD form or equivalent approved by the SFA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(1) All certificates and endorsements are to be received and approved by the SFA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

(2) All certificates required by this Contract shall be sent directly to the SFA office. The SFA project/contract number and project description shall be noted on the certificate of insurance. The SFA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/area SFA agency, board, commission, or university, none of the above shall apply.

**3. Contract Term.** The term of this Contract shall commence on the date the SFA signs the Offer and Acceptance Form, signifying the SFA's acceptance of the Offeror's proposal, but no earlier than July 1, 2013. The contract will remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than June 30, 2014. 210.16(d)

**4. Contract Option.** 210.16(d)

A. The contract must be one year with the option to have four additional one-year extensions.

B. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

C. Either party may cancel for cause with 60-day notification.

**5. Termination Clause.** The contract may be terminated for cause and for convenience by the SFA. 3016.36(i)(2)

**6. Non Performance Sanction.** If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies sanctions and penalties as may be appropriate. 210.16(b)(2) 3016.36(i)(1)

**7. Contract Termination.**

A. Upon the service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC. If the SFA is returning to a self-operated food service, the FSMC shall ensure a smooth and timely transition.

B. The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.

C. In the final year of the contract, if a FSMC is not able to use all the SFA's USDA Foods before the termination of the contract, the SFA will not return credit to the FSMC for the value of unused USDA Foods. In addition, the FSMC must not remove or retain unused USDA Foods at contract termination.

**8. Pricing Adjustments.**

A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

B. Pricing for SFSP may be requested by the SFA as an option, which may be exercised during each school year. Prices as stated must be complete for the services offered and shall include all associated costs. Offerors are to utilize the demographics provided to determine pricing, taking bonding requirements into consideration, as identified in this section, paragraph 27.

C. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, à la carte service including vending machines and adult meals.

D. The SFA and the FSMC shall work together to ensure a financially sound operation. The FSMC will provide a guarantee as reflected on Attachment 7.5 of this proposal. The FSMC must describe in detail the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses on Attachment 7.5 of this proposal.

Options include:

- (1) Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program; or
- (2) Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.

(a) Guaranteed conditions not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, the guarantee conditions shall apply to subsequent years. The FSMCs cannot recover any deficits in subsequent years if contract is renewed. In the event the guarantee conditions stated on Attachment 7.5 are not met, the FSMC and SFA must mutually agree upon the new guarantee minimum amount for the Contract.

E. Financial terms of the Contract are based upon existing guarantee conditions stated in Attachment 7.5. If there is a material change in the conditions, including, without limitations, changes to the guarantee conditions, the contract:

- (1) May be terminated at the end of the current term; or
- (2) Continue under the same terms as written.

Whichever is mutually agreed upon.

F. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract Extension and shall be a factor in the extension review process.

G. All written requests for price adjustments made by the Contractor shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.

H. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA 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. SFA 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.

## **9. Payment/Invoices.**

A. No payment for meals shall be made for meals that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 210.16(c)(3)

B. The FSMC purchases must be in compliance with standards and specification in the RFP. Any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

C. The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner.

- Menu development specific to the operation
- Nutrition education materials and program expense
- Design services specific to the operation

- Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
- Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
- All accounting
- All payroll costs and documentation
- Administrative dietetic, nutritional, sanitation, and personnel advice
- All costs incurred in hiring and relocating, if necessary, the FSMC management team
- All training costs for FSMC employees
- All travel costs for training for FSMC employees
- All miscellaneous costs to operate the program; i.e., consumable marketing materials
- One-time performance bond
- Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent.

D. The FSMC must credit monthly for the value of all USDA Foods *received* for use in the school year (including both entitlement and bonus food), and including the value of USDA Foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.

E. The FSMC shall bill for each reimbursable meal as stated on Attachment 7.3 of the FSMC Proposal. For non-reimbursable meals the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, à la carte meals and special functions or catering) by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.

F. The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non-profit SFA service account to prevent double billing.

G. The billing claim information will be sent to the SFA promptly at the end of each month. 210.16(c)(1) The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.

H. The FSMC shall provide the SFA with a year-end statement.

I. The SFA is the responsible authority without recourse to USDA or ADE 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. 225.6 (g)(2)(ix)

**10. Buy American Provision.** The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 210.21(d). The SFA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means 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

**11. Local Wellness Policy- WIC Reauthorization Act of 2004 and Healthy, Hunger-Free Kids Act of 2010.** The FSMC will ensure compliance with Federal legislation requiring every SFA participating in the NSLP, SBP or SMP to develop, implement, and assess a local wellness program. Public Law 108-265, Section 204 (2004) and Public Law 111-296, Section 204 (2010).

**12. Equal Employment Opportunity.** The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 3016.36(i)(3).

**13. Contract Work Hours and Safety Standard Act.** The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). 3016.36(i)(6)

**14. USDA Rights.**

A. The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 3016.36 (i)(7-9)

**15. Trade Secrets.**

A. During the term of this Contract, the FSMC may grant to the SFA 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”). The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this Contract. Without limiting the foregoing and except for software provided by SFA, the SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods..

B. During the term of this Contract, the FSMC may have access to SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). The FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. The FSMC further agrees that the FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of the FSMC’s obligations under this Contract. The FSMC will use reasonable security measures to protect SFA’s Confidential Information from unauthorized access, use or disclosure and ensure that SFA’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, the FSMC shall return to the SFA any copies of the SFA’s Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the SFA’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.

**16. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation.** The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement 3016.36(i)(12).

**17. Energy Policy and Conservation Act.** The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871. 3016.36(i)(13)

**18. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards. A new certification is also required for each renewal period. (Complete Attachment 7.17) 3017.100. The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Nonprocurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.

**19. Certification Regarding Lobbying.** Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying, which conforms in substance with the language, provided in 3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. A new certificate is also required for each renewal period. (Complete Attachment 7.18 page 1) 3018.100

**20. Disclosure of Lobbying Activities.** Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 7.18 page 3) 3018.100

**21. Civil Rights Compliance.** FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, religion, political affiliation, veteran’s status, genetic code or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination. 210.23(b)

**22. Compliance with Program Regulations.** The FSMC shall be in conformance with the applicable portions of the SFA's agreement under the program. (210.16(a)(2)) The FSMC will conduct program operations in accordance with CFR Parts 210, 215, 220, 225, and 250.

**23. Certification of Independent Price Determination.** FSMC admits that all 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 certification regarding non-collusion. (Complete Attachment 7.19)

**24. Claim Liability.**

A. The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.

B. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA 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.

C. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the SFA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the SFA.

D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

**25. Location of Records.**

A. All FSMC records pertaining to the SFA should be maintained at the SFA property. The SFAs must adhere to the recordkeeping requirements found at 7 CFR part 210.15.

B. The books and records of the FSMC pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S 35-214). 210.16(c)(1) 3016.36 (i)(10)

C. The FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

**26. Program Conformance.** The FSMC may not operate an à la carte food service unless the FSMC agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. The FSMC shall ensure that the food service operation is in conformance with the SFA's Agreement under the program. 210.16(a)(1)(2)

**27. NSLP and SBP Nutrition Standards.** The FSMC shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The FSMC must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and milk. The FSMC shall meet grade level caloric, saturated fat, sodium and trans fat requirements.

**28. Prohibitions.**

A. Provisions that permit all income and expenses to accrue to the FSMC and "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" provisions are prohibited. 210.16(c)

B. Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as cost-reimbursable expenses are prohibited.

C. Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.

D. An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited

E. Interest payments to the contractor, however represented, including interest payments for equipment purchases, are prohibited.

F. A "guaranteed return" provision, unless the "return" remains in the nonprofit food service account, is prohibited. The "return" cannot be contingent upon multi-year contract duration.

- G. Provisions that allow an FSMC to be responsible for any functions that must be retained by the SFA are prohibited.
- H. Automatic renewal of the contract provisions is prohibited.
- I. Provisions that permit the FSMC to subcontract USDA Foods for further processing are prohibited.

**29. Project Personnel.**

- A. All non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. Refer to Exhibit A for more food service employees' information
- B. The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations.
- C. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.
- D. The Food Service Director assigned to the SFA, if awarded the contract, must have at minimum 3 years experience with other school districts of comparable size to the SFA, with at minimum 35% free and reduced lunch qualifiers. The SFA reserves the right to approve the selection of the FSMC's personnel and to refuse any applicants recommended by the FSMC to which the SFA objects.
- E. Staffing changes may be initiated by the FSMC only with the prior consent of the SFA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the SFA 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 SFA 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 SFA employees.
- F. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll.
- G. The FSMC managers will direct and supervise all food service employees, including employees of the SFA. The FSMC shall maintain safety programs for employees as required. Also, the use of student workers or students enrolled in the SFA is prohibited without prior approval.
- H. The FSMC shall obtain SFA approval before awarding any wage increases during the life of the contract.
- I. The SFA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well being of students, staff and faculty. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the SFA and all local policies. (Provide the information on Attachment 7.10.)
- J. The FSMC shall cooperate with the SFA's Food Service Advisory Committee, consisting of students, parents, and SFA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.
- K. The FSMC shall guarantee full compliance with A.R.S. §15-512 for all employees, contractors and subcontractors working on site at SFA.
- L. Bid Bond. An irrevocable bid security payable to the SFA is required with each proposal. The FSMC shall obtain a bid bond that is five percent of the amount of the entire contract.
- M. Performance Bond. A Performance Bond is required by the SFA as a matter of protection. The FSMC shall obtain a Performance Bond that is ten percent of the entire contract.



N. The FSMC shall obtain a performance bond and bid bond only from surety companies listed in the current Department of the Treasury Circular 570. The SFA will not allow the FSMC to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

### **30. Proposed Personnel Schedule and Training.**

A. The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each school-staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of each school in the SFA. (Provide this information in Attachment 7.11.)

B. The FSMC will have a detailed training program for employees, directors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of SFA premises. (Provide this information in Attachment 7.12.)

### **31. USDA Foods.**

A. Schools and sponsors that participate in the NSLP and SBP are eligible to receive USDA commodities. USDA gives the SFA an entitlement dollar amount each school year based on the number of meals served in Arizona the previous school year. Any federally USDA Foods received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. No USDA Foods will be used for special functions outside of the NSLP, NSBP, and SFSP such as catering. Any USDA Foods processing contracts shall be established by the SFA based on the ADE approved state contract. All federally USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA school food service and are fully utilized therein. The FSMC shall create a method where they will pass the value of the USDA Foods used to the SFA as a credit. 210.16(a)(6)

B. The SFA shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.

C. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by FSMC. 210.9(b)(15) The SFA shall coordinate with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities will be made by the SFA in accordance with the requirements in 250.58 (a). Such coordination in ordering will ensure that only those USDA Foods that can be effectively utilized in the food service are ordered, and that such foods are ordered as early in the school year as possible, in order to ensure their use before the end of the year.

D. The SFA shall ensure that FSMC has credited it for the value of all USDA Foods received for use in SFA's meal service in the school year. 250.51(a)

E. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. 250.15

F. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, in SFA'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 SFA. 250.52(c). FSMC further agrees to accept and use all other USDA Foods in SFA'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 USDA Foods, in SFA's food service program. 250.51(d)

G. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. 250.51(a)

H. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA foods. FSMC shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. The manner in which FSMC shall account for the value of USDA Foods is listed in 250.51.

I. Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA donated commodities received for use in SFA's food service, as a separate line item. Market value shall be the value set by the ADE, which is the

USDA Foods file cost as of a date specified by ADE, unless otherwise noted. The SFA will not permit a FSMC to pre-credit for USDA Foods. A SFA must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 210.9(b)(2). 250.51(b)

J. The SFA must ensure that, in crediting it for the value of USDA Foods used in the meal service, the FSMC uses the donated food values determined by ADE, in accordance with 250.58(e). 250.51(c)

K. In the first year of the contract, the FSMC must credit the SFA for the value of USDA Foods in the inventory carried over from the previous year, if the SFA was self-operating in that year. However, if the SFA was operating under a contract with another FSMC in the previous year, the newly-contracted FSMC is not required to credit the SFA for the value of USDA Foods in the inventory carried over from the previous year, as the value of such foods would have accrued to the nonprofit school food service in crediting the previous FSMC.

L. The FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. 250.13 The FSMC will comply with 7 CFR part 250 concerning storage and inventory management of USDA Foods. The FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.

M. The FSMC shall meet the general requirements of storage and requirement management of USDA Foods in 7 CFR 250.14(b). The FSMC must ensure that its system of inventory management will not result in SFA being charged for USDA Foods. Failure by the FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.

N. The FSMC shall allow SFA and/or any state or federal representative or auditor, including the Auditor 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 USDA Foods. 250.53(a)(10)

O. The FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 250.54 at least annually. 250.53(a)(11)

P. If the FSMC is responsible for receiving shipments on behalf of the SFA, and retaining records of receipt of USDA Foods and end products (in accordance with 250.54(b)), the SFA must verify receipt of donated food shipments through its electronic records, or by contacting ADE or processor, and should not rely solely on the FSMC records.

Q. The FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 250.53(a)(12)

R. The FSMC shall have a strategy to meet the CFR's for USDA Foods and invoicing on how the FSMC will report the value of the USDA Foods monthly.

S. The SFA participates in the NSLP, where surplus food commodities are available to use and the SFA requires the FSMC to attempt to use 100% of the food commodities in the SFA menus.

T. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's food service. Market value shall be the value set by the distributing agency, which is the USDA Foods file cost as of a date specified by the state, unless otherwise noted. 250.51(a)

U. In the final year of the contract, if a FSMC is not able to use all the SFA's USDA Foods before the termination of the contract, the SFA will not return credit to the FSMC for the value of unused USDA Foods. In addition, the FSMC must not remove or retain unused USDA Foods at contract termination.

V. The SFA must ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226. The SFA will conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products. The FSMC shall provide all documentation and assistance required by the SFA to complete the reconciliation.

### **32. Health Certification.**

A. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA.

B. The FSMC shall comply with all SFA local and sanitation requirements applicable to the preparation of food. 210.16(a)(7) FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

C. The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the School Board. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the School Board standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.

D. The 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. 210.9(b)(14) The FSMC must have two (2) Food Safety Inspections completed during the contract period. The FSMC must provide to the SFA the Food Safety Inspection reports by June 30, of each year in which this contract or any renewal term of this contract is in effect. (Public Law 108-265).

E. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 210.16(c)(2).

### **33. Housekeeping.**

A. At the beginning and termination of the contract, the SFA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the SFA's property. The SFA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA 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.
- (3) The value of the inventories, except for commodities inventories, shall be determined by invoice cost

B. The SFA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The SFA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The SFA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone service, necessary for the FSMC to provide services. 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 SFA.

C. SFA 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.

D. The SFA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 210.13(a)

E. The FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's food service program ("the IT System"). SFA shall provide at its expense a suitable environment, including items such as: heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of "the IT system."

F. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within ten days of its placement on SFA premises. The FSMC shall comply with all the SFA building rules and regulations. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account. The SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

G. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.

**34. Administrative Review (AR).** The FSMC shall meet all Administrative Review (AR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Arizona Department of Education (ADE) of SFAs participating in the NSLP and SBP, and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The FSMC shall provide accurate Administrative Review (AR) information to the SFA and the ADE and ensure that the meal pattern is executed per the regulations.

**34. a. Coordinated Review Efforts (CRE).** The FSMC shall meet all Coordinated Review Efforts (CRE) requirements. The CRE is all the NSLP and SBP regulations and policies that address the nutrition standards for school meals. The FSMC shall provide accurate CRE information to the ADE and ensure that the meal pattern is executed per the regulations.

**35. Financing of Equipment.**

A. The FSMC may finance equipment for the SFA's Food Service Program in an amount not to exceed \$5,000. The SFA will follow its usual procurement procedures for any transaction that is financed by the FSMC. The FSMC cannot be the vendor for any procurement that it finances for the SFA. The SFA shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased, which sum shall be charged to the SFA as a Direct Cost to the food service program. This information must be documented on Attachment 7.6. Ownership of the equipment shall at all times remain with the SFA.

B. If the Contract expires or is terminated prior to the complete repayment of the investment, the SFA 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.
- (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.

C. In this event, SFA's obligation under the Lease Purchase Agreement with FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

**36. E-Verify Requirement A.R.S. § 41-4401.**

A. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.

C. Failure to comply with a SFA audit process to randomly verify the employment records of FSMCs and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.

D. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is complying with A.R.S. 41-4401(A)(1).

**37. Licenses.** The FSMC shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the FSMC.

**38. Removal of Contractor Personnel.** The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. SFA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of SFA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of SFA.

**39. Subcontracts.** The FSMC may, with the approval of the USDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the USDA prior to the effective date of any subcontract.

A. The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the USDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the USDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements.

B. FSMCs' certificate(s) shall include all subcontractors as insured's under its policies or FSMC shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

**40. Cooperation with Other Contractors and Subcontractors.** The FSMC shall fully cooperate with other SFA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other SFA contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other SFA contractors.

**41. Availability of Funds.** Every payment obligation of the SFA under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**42. Taxes.** If during the term of this Agreement any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this Agreement, and will continue until the applicable statute of limitations, including legal extensions, has expired. The SFA and the FSMC shall agree to remain responsible for any: liability or assessment, including related interest and penalties, resulting from a tax responsibility of that party, and -reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from that party.

## **Uniform Terms and Conditions**

### **1. Definition of Terms.**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the Pima Unified School District #6.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to a Solicitation.
- J. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

K. "SFA" means School Food Authority and refers to the Pima Unified School District #6 that executes the contract

L. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

M. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

N. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

## **2. Contract Interpretation.**

A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the SFA and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

- (1) Special Terms and Conditions;
- (2) Uniform Terms and Conditions;
- (3) Statement of Scope of Work;
- (4) Specifications;
- (5) Attachments;
- (6) Exhibits;
- (7) Special Instructions to Offerors; and
- (8) Uniform Instructions to Offerors

D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their Agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## **3. Contract Administration and Operation.**

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the SFA and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The SFA shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither

inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the SFA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the SFA for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the SFA to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the SFA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the SFA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the SFA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the SFA.

#### **4. Costs and Payments.**

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the SFA within thirty (30) days. The Purchase Order number must be referenced on the invoice.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

(1) Payment of Taxes by the SFA. The SFA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

(2) State and Local Transaction Privilege Taxes. The SFA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

(4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the SFA.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the SFA for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The SFA will make reasonable efforts to secure such funds.

#### **5. Contract Changes.**

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

#### **6. Risk and Liability.**

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the SFA shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the SFA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the SFA of materials furnished or work performed under this Contract. The SFA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

(a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

(b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or

(c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the SFA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## **7. Warranties.**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:

(1) Of a quality to pass without objection in the trade under the Contract description;

(2) Fit for the intended purposes for which the materials or services are used;

(3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

(4) Adequately contained, packaged and marked as the Contract may require; and

(5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the SFA shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the SFA.



E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1). Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the SFA is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

(2). Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8. SFA Contractual Remedies.**

A. Right to Assurance. If the SFA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the SFA option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

(1) The SFA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the SFA under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the SFA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The SFA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the SFA or damages assessed by the SFA concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## **9. Contract Termination.**

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the SFA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the SFA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The SFA may, by written notice, terminate this Contract, in whole or in part, if the SFA determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the SFA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The SFA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The SFA may, by written notice to the Contractor, immediately terminate this Contract if the SFA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public

procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The SFA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the SFA without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the SFA reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

(2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA.

(3) The SFA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims.** All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

**11. Gift Policy.** The SFA will accept no gifts, gratuities or advertising products from vendors. The SFA has adopted a zero tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

**12. Integrity of Proposal:** By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Pubic Entity in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted proposal or any resulting contract.

**13. Offshore Performance.** Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the school district shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**14. Contractor's Employment Eligibility.** By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The SFA may request verification of compliance from any contractor or subcontractor performing work under this contract. The SFA reserves the right to confirm compliance in accordance with applicable laws. Should the SFA suspect or find that the contractor or any of its subcontractors are not in compliance, the SFA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

**15. Terrorism Country Divestments.** Per A.R.S. 35-392, the SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**16. Fingerprint Checks.** In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

**17. Clarifications.** Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**18. Confidential/Proprietary Information.** Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District/Public Entity of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Offeror in writing of such determination.

Pricing: The District will not consider pricing to be confidential or proprietary.

Public record: All Proposals submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

### **Special Instructions to Offeror**

**1. Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education
- C. "FSMC" means Food Services Management Company
- D. "SFA" means School Food Authority and refers to the Pima Unified School District #6 that executes the contract
- E. "Offeror" means a vendor who responds to a Solicitation
- F. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposal (RFP), or a Request for Quotations (RFQ)

**2. Required Information.** The following shall be submitted concurrent with and as part of the Offer:

- A. Offer and Contract Award Form;
- B. Attachment 7.1, Qualification of Offerors;
- C. Attachment 7.2, Offeror References;
- D. Attachment 7.3, Fixed Fee Contract Pricing Summary;
- E. Attachment 7.4, Labor Cost;
- F. Attachment 7.5, Schedule of Terms for the FSMC Guarantee;
- G. Attachment 7.6, Financial Projected Worksheet;

- H. Attachment 7.7, Offeror's 21-Day Cycle Menus (Breakfast);
- I. Attachment 7.8, Offeror's 21-Day Menus (Lunch);
- J. Attachment 7.9, Offeror's Detail Internal Accounting Information;
- K. Attachment 7.10, Offeror's Organization Chart;
- L. Attachment 7.11, Offeror's Personnel Information;
- M. Attachment 7.12, Offeror's Drug Free Workplace;
- N. Attachment 7.13, Offeror's Staffing Schedule;
- O. Attachment 7.14, Offeror's Training Program;
- P. Attachment 7.15, Offeror's Food Services Program List;
- Q. Attachment 7.16, Offeror's Discontinued or Terminated Services;
- R. Attachment 7.17, Certification Regarding Debarment and Suspension;
- S. Attachment 7.18, Certification Regarding Lobbying and Activities; and
- T. Attachment 7.19, Certification of Independent Price Determination.

**3. Authorized Signature.**

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.

**4. Pre-Offer Conference.** A Pre-Offer Conference will be held in conjunction with this solicitation. The Pre-proposal conference will be held at a minimum 7 days before the Proposal opens. Please refer to the cover page of this solicitation for details concerning this meeting. Attendance at this meeting is **STRONGLY ENCOURAGED**. You may wish to submit comments or questions to the Procurement Officer by sending either a facsimile to the attention of Sean E. Rickert by e-mail to [srickert@pima.k12.az.us](mailto:srickert@pima.k12.az.us) referencing the solicitation number. It is the responsibility of the Offeror to submit questions or comments with enough time to permit a response prior to the submission date specified. Unless the Procurement Officer issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by the resultant FSMC.

Prospective companies will be permitted to completely inspect District facilities and equipment prior to submitting a proposal in order to determine all requirements associated with the proposed contract. This will occur at the Pre-Offer Conference.

**5. Proposal Opening.** As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

**6. Award of Contract.** Award of a contract will be made to the most responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the SFA based on the evaluation criteria set forth in the Solicitation.

**7. Debarment or Suspension Certification.** Complete Attachment 7.17 and submit with proposal. By signing the Offer section of the Offer and Acceptance page the respondent or Offeror certifies that the firm, business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer section without disclosing all pertinent information about a debarment

or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The SFA also may exercise any other remedy available by law.

A. Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

B. The prospective lower tier participant (FSMC) agrees, by signing the form (refer to Attachment 7.15), 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. This signed attached form shall become part of the contract.

**8. Certification Regarding Lobbying and Activities.** Complete Attachment 7.18 and submit with proposal. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and 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.

**9. Certificate of Independent Price Determination.** Complete Attachment 7.19 and submit with proposal. 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:

A. 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;

B. 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

C. 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.

**10. Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**11. Federal Immigration and Nationality Act.** By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The SFA may, at its sole discretion require evidence of compliance during the evaluation process. Should the SFA request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

**12. Offer Format and Content.**

A. One clearly marked original, and 5 copies of Offer(s) shall be submitted. Also digital copy shall be submitted for the ADE Contracts Management Officer to review. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the SFA thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.

B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as "standard procedures will be employed" or "well-known techniques will be used", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

C. Binding and Labeling. Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror's name and address and copy number (i.e. Copy 2 of 4). 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, SFA may reject the offer as non-responsive.

D. Indexing. The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.

E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

- (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form and complete Attachment 7.1.
- (2) Section Two of the Offer shall be titled **Pricing**. This shall include the information described in the Pricing Section of the RFP.
  - (a) Provide the information requested on Attachment 7.3 on Contract Pricing Summary.
- (3) Section Three of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
  - (a) Provide the information requested on Attachment 7.4 Labor Cost.
  - (b) Provide the information requested on Attachment 7.5 Schedule Terms for the FSMC Guarantee.
  - (c) Provide the information requested on Attachment 7.6, Financial Projected Worksheet.
  - (d) The FSMC must submit a comprehensive plan on how the FSMC will purchase food to keep costs low and quality high. The FSMC must describe the methodology it will use to deduct the market value of the USDA Foods or commodities received from the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.
  - (e) Provide a 21-day breakfast menu that will meet the USDA requirements stated in §220.8. The information should be provided on Attachment 7.7.
  - (f) Provide a 21-day lunch menu, which will meet the USDA requirements stated in CFR §210.10. This information should be provided on Attachment 7.8.
  - (g) Provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.
  - (h) Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance effective July 1, 2006. Public Law 108-265.
  - (i) Provide detailed information about the FSMC internal accounting program. This information should be provided in attachment 7.9.
- (4) Section Four of the Offer shall be titled **Offeror's Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:
  - (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 7.2.
  - (b) Complete the information requested in Attachment 7.10, titled Organization Chart.
  - (c) Provide Résumés of all FSMC management staff as stated in Attachment 7.11.
  - (d) A description on how the Offeror shall implement a drug free workplace. This information should be provided on Attachment 7.12.
  - (e) Provide a proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each school-staffing schedule describe the total daily hours and daily cost. This information should be provided on Attachment 7.13.
  - (f) Provide a description of the training plan that the FSMC will give to employees. This information should be provided on Attachment 7.14.
  - (g) A list of all food service operations. This information should be provided in Attachment 7.15.
  - (h) A list of school districts where food services contracts have been terminated in the past five years. This information should be provided on Attachment 7.16.

**13. Evaluation and Selection.** Evaluation of Offers may be accomplished in four steps.

A. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.

B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.

C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).

D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance.

(1) **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost effective method. Also the Offeror must meet the pricing information as described in the Pricing Section.

(2) **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA.

(3) **Offeror's Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a SFA. This can be Arizona experience, or another food service program, and may include evaluation of references submitted.

**14. Evaluation of Optional Terms.** The SFA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate SFA to exercise the option(s).

**15. Discussions.** The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.

**16. Oral Presentation.** The SFA elects to select those identified as being in the competitive range from the written evaluation for an oral presentation prior to final determination of contract award. The SFA will contact the top-scoring Offeror(s) to schedule a date, time and location. Notification shall be in writing and include the following:

- (1) The questions the FSMC will be asked;
- (2) Other miscellaneous requirements relative to the presentation

Commitments made by the FSMC at the oral interview, if any, will be rendered in writing and considered binding. The SFA shall not ask the FSMC any questions that are not part of the Solicitation documents.

**17. Final Proposal Revisions.**

A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.

B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations.

C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.

D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.





## **Uniform Instructions to Offeror**

### **1. Definition of Terms.**

As used in these instructions, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
- D. "Contractor" means any person who has a contract with the School District
- E. "Days" means calendar days unless otherwise specified
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation
- G. "FSMC" means Food Service Management Company
- H. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received
- I. "Offer" means the bid, proposal or quotation
- J. "Offeror" means a Offeror who responds to a Solicitation
- K. "Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee
- L. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.
- M. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.
- N. "SFA" means School Food Authority and refers to the Pima Unified School District #6 that executes the contract
- O. "Solicitation" means a Request for Proposals (RFP).
- P. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation
- Q. "Subcontract" means any Contract, express or implied, between the Contractor and another other party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

### **2. Inquiries.**

- A. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries:** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation

number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry as it may then be identified as an Offer and not be opened until after the Offer due date and time.

D. Timeliness: Any inquiry shall be submitted, in writing, as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

E. No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.

F. Solicitation Amendments/Addenda: The Solicitation shall only be modified by a Solicitation Amendment or Addendum.

G. Pre-Offer Conference: A Pre-Offer Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.

H. Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **3. Offer Preparation.**

A. Forms: No Facsimile or Electronically Submitted Proposals. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. Typed or Ink / Corrections: The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

D. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

E. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Per 7 CFR §3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.

F. Cost of Offer Preparation: The District will not reimburse any Offeror the cost of responding to a Solicitation.

G. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.

H. Federal Excise Tax: School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

I. Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

J. Identification of Taxes in Offer: School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the price(s) offered includes all applicable taxes.

K. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- (1) Special Terms and Conditions;
- (2) Uniform Terms and Conditions;
- (3) Statement of Scope of Work;
- (4) Specifications;
- (5) Attachments;
- (6) Exhibits;
- (7) Special Instructions to Offerors; and
- (8) Uniform Instructions to Offerors

M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### **4. Submission of Offer.**

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The SFA shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.

D. Non-collusion, Employment, and Services: By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:

- (1) The prices 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; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, national origin, age, sex, religion, political affiliation, veteran's status, genetic code or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
- (3) 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; and

- (4) By submission of this proposal, that 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.

## **5. Additional Offer Information.**

- A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes: All applicable taxes in the Offer will be considered by the School/District/public entity when determining the lowest bid or evaluating solicitations; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are obligation of Offerors in state and out of state, Offerors, shall be disregarded in the contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Arizona Transaction privilege and use taxes shall not be considered when evaluation Offers.
- C. Late Offers: A submitted Offer received after the exact Offer due date and exact time shall be rejected. The time clock in the School District's office is the official time, without exception.
- D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment: Payments shall comply with the requirements of A.R.S. § 35.342, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.
- G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:
- (1) Waive any minor informality;
  - (2) Reject any and all offers or portions thereof; or
  - (3) Cancel a solicitation.

## **6. Award.**

- A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Commencement: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date: The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval of their Governing Board, if applicable.

## **7. Protests.**

- A. Protests shall be filed, and shall be resolved, in accordance with the Arizona Administrative Code (A.A.C.) R7-2-1142 through R7-2-1153. A protest must be in writing and must be filed with the Superintendent. A protest of a solicitation must be received at the contract administrator before the Offer due date. A protest of a proposed award or of an award must be filed within 10 days after the protester knows or should have known the basis of the protest. A protest must include:
- (1) The name, address and telephone number of the protestor;

- (2) The signature of the protestor or its representative;
- (3) Identification of the purchasing agency and the solicitation number;
- (4) A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- (5) The form of relief requested.

## Fixed Fee Pricing

### A. Contractors Cost and Fees.

- 1.2.1 A-1. Interested FSMC's are requested to include in the proposal alternatives to the reimbursable lunch, such as a-la-carte program which can be provided along, and in conjunction with, the required reimbursable lunch programs. For the purpose of identifying a-la-carte meals served an equivalency factor shall be identified. The meal equivalency factor is defined as the total sales of non-reimbursable meals (adult meals, à la carte, special functions or catering) divided by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.
- 1.2.2 A-2. The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals

### B. Contract Payment.

- 1.2.3 B.-1. The FSMC will be paid at a fixed rate per meal/meal equivalent. The fixed fee price per meal/ meal equivalent as stated on Attachment 7.3 will include all their costs such as labor, food, supplies and any administrative and management fees in a per meal cost. The offer amount should be based on assumption that no donated commodities will be available for use.

### Qualification of Offeror

This qualification data must be submitted by each FSMC along with the sealed proposal, and include information as follows:

1. Any interested FSMC must be presently operating a comparable, successful school lunch program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.
2. Annual reports or financial statements for the past year. These reports and financial statements must be certified by a licensed public accountant, and must be included in the pre-qualification data.
3. An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested FSMC.

Proposals must present the following information:

District Name	District Size	Number of Sites	Contract Start Date	Date of recent SMI audit, Validation Review, or Administrative Review.Date of recent SMI audit.	Did the FSMC Pass this Audit or Review?Did the FSMC Pass this SMI audit?

### Offeror References

At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation.

#### Please provide 3 References

1. School District \_\_\_\_\_

A. Address \_\_\_\_\_  
\_\_\_\_\_

B. Point of Contact/Phone # \_\_\_\_\_

C. Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. School District \_\_\_\_\_

A. Address \_\_\_\_\_  
\_\_\_\_\_

B. Point of Contact/Phone # \_\_\_\_\_

C. Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. School District \_\_\_\_\_

A. Address \_\_\_\_\_  
\_\_\_\_\_

B. Point of Contact/Phone # \_\_\_\_\_

C. Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### Fixed Fee Contract Pricing Summary

#### Non Profit School Food Service

The FSMC will be paid at a fixed rate per meal. Do not submit a proposal with a monthly flat rate because it will not be evaluated and will not be approved by ADE.

Fixed-meal Rate Bid: the FSMC must bid and will be paid at a fixed rate per meal. The offer amount should be based on assumption that no donated commodities will be available for use. The SFA will not permit the FSMC to pre-credit for USDA Foods. The FSMC must complete all boxes. ADE will not approve the response if a FSMC does not document a price for each meal for each one.

*Note: The FSMC must respond to pricing methodology requested in the box by the SFA. If the FSMC changes the fixed pricing methodology then ADE will not approve the Contract.*

<b>The FSMC Pricing Proposal for the NSLP, SBP, SMP and ASCS Programs.</b>	
To be completed by the FSMC:	
Fixed Price Per Meal:	
Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
Meal Equivalent	\$ _____

<b>The FSMC Pricing Proposal for the Summer Food Service Program</b>	
To be completed by the FSMC:	
Fixed Price Per Meal:	
Breakfast	\$ _____
Lunch	\$ _____
Snack	\$ _____
Meal Equivalent	\$ _____

**Labor Costs**

All management and non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. The information about current food service operations staffing are on Exhibit A.

FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA 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 SFA 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 SFA 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.

<b>FSMC Salaried Employees</b>				
	<b>FSMC Budget Year One</b>	<b>FSMC Budget Year Two</b>	<b>FSMC Budget Year Three</b>	<b>FSMC Budget Year Four</b>
FTE _____				
PTE _____				
Base Gross Salary				
Educational Assistance				
Incentive Payments				
Bonus				
Merit Increase				
Retirement / IRA				
401K, 403(b)(7)				
Fringe Benefits				
Payroll Taxes				
<b>District / FSMC Hourly Staff</b>				
Gross Salaries				
Fringe Benefits				
Payroll Taxes				
Worker's Comp.				
<b>Other Payroll Costs</b>				

<b>Total Labor Costs</b>				
--------------------------	--	--	--	--

The Total Labor amount should be the same number documented on Financial Projected Worksheet Attachment 7.4

Attachment 7.5

### **Schedule of Terms of the FSMC Guarantee**

The FMSC must describe in detail the Guarantee Return conditions, forecasting of cost, and settlement of losses and/or surpluses. Options could include:

- (1) Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program.
- (2) Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.

The FSMC must state what the Guarantee Minimum Return amount will be for the SFA.

<b>Guarantee Year</b>	<b>Amount</b>
FSMC guarantee minimum return to the SFA for year 1	
Estimated FSMC minimum guarantee return to the SFA for year 2	
Estimated FSMC minimum guarantee return to the SFA for year 3	
Estimated FSMC minimum guarantees return to the SFA for year 4	

### Financial Projected Worksheet

For proposal purposes only, base the Financial Projected Expenditures Worksheet in the following format for **<FSMC inserts the estimated number of meals they expect to serve at the SFA>** meals per year. The number of meals must be based on the information based on Exhibit A and B of the RFP.

	Year One	Per Lunch	Year Two	Year Three	Year Four
<b>REVENUES</b>					
<b>Cash Sales</b>					
Student Breakfast Sales					
Student Lunch Sales					
A-La-Carte Sales					
Adult Sales					
Special Event Sales					
<b>Total Cash</b>					
<b>Federal Reimbursement (Based on Current Rates)</b>					
Breakfast					
Lunch					
Snacks					
Summer Food Service Program					
Total Reimbursements					
USDA Foods Received					
<b>*Total Revenue =</b>					

*\* Total Revenue = All Cash Sales + All Reimbursements*

	Year One	Per Lunch	Year Two	Year Three	Year Four
<b>THE FSMC EXPENSES</b>					
Food Costs					
Labor Costs					
Direct Costs					

Administrative Fee					
Management Fee					
<b>Total Expenses</b>					
<b>Food Service Surplus</b>					

Attachment 7.7 page 1

### Offeror's 21 Day Breakfast Menu

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Monday	Tuesday	Wednesday	Thursday

### Breakfast Menu Week 1

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
Monday			
Tuesday			
Wednesday			
Thursday			

## Breakfast Menu Week 2

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

### Breakfast Menu Week 3

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

<b>Day</b>	<b>Menu Items</b>	<b>Portions (Served)</b>	<b>USDA Recipe Number (If Applicable)</b>
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			



### Breakfast Menu Week 4

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

### Breakfast Menu Week 5

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
Monday			
Tuesday			
Wednesday			
Thursday			

### Offeror's 21-Day Lunch Menu

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Monday	Tuesday	Wednesday	Thursday

### Lunch Menu Week 1

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

<b>Day</b>	<b>Menu Items</b>	<b>Portions (Served)</b>	<b>USDA Recipe Number (If Applicable)</b>
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

## Lunch Menu Week 2

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

<b>Day</b>	<b>Menu Items</b>	<b>Portions (Served)</b>	<b>USDA Recipe Number (If Applicable)</b>
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

### Lunch Menu Week 3

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

### Lunch Menu Week 4

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

<b>Day</b>	<b>Menu Items</b>	<b>Portions (Served)</b>	<b>USDA Recipe Number (If Applicable)</b>
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			

### Lunch Menu Week 5

The food based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate (M/MA), grain, vegetable, fruit, and fluid milk. The school food authority is not required to complete a nutrient analysis when using a food based menu planning approach. If the SFA chooses to conduct a nutrient analysis, the calculation must be weighted for each serving line.

Day	Menu Items	Portions (Served)	USDA Recipe Number (If Applicable)
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			





**Offeror's Detail Internal Accounting Information**

Give detailed information regarding your internal accounting program. You must, at minimum, give the following information:

1. Detailed inventory control for storage areas, including USDA commodities
2. Accounting controls
3. Method of recording, checking and reporting sales
4. Internal control of cash handling
5. Internal audit system
6. All regular accounting forms used, with detailed explanation of their operation and importance
7. Account periods
8. Data collection for purposes of evaluating the effectiveness of new and current programs

### **Offeror's Organization Chart**

Each FSMC will place a Company Organization Chart in this Attachment. Identify the Project Personnel who will be working with the SFA and include what the FSMC's plan is for the administrative, management and the supervision proposed under the specifications of this contract.

### **Offeror's Personnel Information**

Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular. Please submit Résumés of all personnel who will be working with the SFA. The Résumé information shall include the following:

- (1) Education;
- (2) Number of years of experience, number of years with the company;
- (3) Specific related experience;
- (4) Availability of the person to work with the Pima Unified School District #6.
- (5) Identify the current and proposed time commitments of this person; and
- (6) Identify any associates or outside consultants, and previous work experience with proposed outside sources, if any.
- (7) Depth of management and support resources.

### Offeror's Drug Free Workplace Policy

The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the Pima Unified School District #6 and all local policies. Preference will be given to vendors submitting a certification with their proposal certifying they have a drug free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS – Where two or more proposals, which are equal with respect to pricing, menu planning, method of approach and implementation plan, Offeror's experience, expertise & reliability and USDA Foods. A proposal received from a business that certified that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintain a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement in subsection (1).
4. In the statement specified in the subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the violation of any controlled substance law of the United States or any state, for the a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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

Vendors Signature: \_\_\_\_\_

Must be executed and returned with attached proposal at time of solicitation

### **Offeror's Staffing Scheduling**

1. Describe the FSMC daily food service employees staffing schedule. In the staffing schedule include the following:
  - a. identify whether each position is SFA or FSMC personnel;
  - b. the daily listing of FSMC employees by school and position description;
  - c. the daily hours scheduled for each employee working; and
  - d. the corresponding wage rate for each employee.
2. Provide a school-staffing schedule which describes the total daily hours and daily costs.
3. If applicable, describe the FSMC plan in regards to employment of the existing food service staff.
4. Describe how the FSMC will ensure that the level of service meets the needs of each school in the Pima Unified School District #6.
5. Describe what the FSMC policy is for the removal or suspension of an employee, and the procedures to immediately restructure its staff without disruption in service to the Pima Unified School District #6.

### **Offeror's Training Program**

1. Describe the detailed training program for employees, food services directors, managers and support at all levels.
2. Describe how the FSMC training program will train its employees to abide by the all policies, rules and regulations with respect to its use of Pima Unified School District #6 premises.
3. How does the FSMC attempt to improve employee morale and reduce turnover?

### Offeror's Food Services Programs List

The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.

List all Arizona operations, as well as, other nationwide operations where you are operating food service programs

School District	Population	Location	Client Contract	Phone Number	Scope of Services	% of Participation	% of Free and Reduce Lunch



### **Offeror's Discontinued or Terminated Services**

List school districts where your services have been discontinued or terminated in the past 5 you must indicate the following:

**Name of School District:** \_\_\_\_\_

**Contact name at the School District:** \_\_\_\_\_

**Telephone number of contact:** \_\_\_\_\_

**Number of sites served:** \_\_\_\_\_

**Length of the relationship:** \_\_\_\_\_

**Reason for termination:** \_\_\_\_\_

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide Immediate written notice to the person to 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.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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 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.

**U.S. DEPARTMENT OF AGRICULTURE**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (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.

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Organization Name

---

PR/Award Number Project Name

---

Name(s) and Title(s) Authorized Representative(s)

---

Signature(s)

---

Date

## CERTIFICATION REGARDING LOBBYING

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

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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 sub recipients shall certify and disclose accordingly.

---

Name/Address of Organization

---

Name/Title of submitting Official

---

Signature

---

Date

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

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. 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee 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 "Subawardee", 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."
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.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Check this box if not applicable

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

<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 guarantee</p> <p><input type="checkbox"/> e. 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 filing</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 <input type="checkbox"/> Subawardee</p> <p style="padding-left: 150px;">Tier _____, if known</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and 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>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>: \$</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p style="padding-left: 40px;">(if individual, last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address</p> <p>(last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> actual</p> <p style="padding-left: 180px;"><input type="checkbox"/> planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 150px;">value _____</p>	<p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

## Certificate of Independent Price Determination

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

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

\_\_\_\_\_  
Name of School Food Authority

- (A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting 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 Offerors 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 the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

\_\_\_\_\_  
Signature of Food Service Management  
Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of School Food Authority  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## **Pima Unified School District #6 Student Populations Served**

The student populations served and participation figures for **2012-2013** are as follow:

Pima Unified School District was in session Monday – Thursday from the Second week in August through the third week of May. School was out on Labor Day, Veterans Day, Thanksgiving, Two weeks for Christmas Break, Martin Luther King Jr. Day, Presidents Day, and One week in March for Spring Break.

Pima Unified School District is made up of three schools.

Pima Elementary School serves grades Kindergarten through sixth. For 2012-13 there were 405 students enrolled. The school is located at 125 South Main Street, and is in session from 8:00 am to 2:45 pm. Elementary Students eat lunch from 10:30 am – 11:30 am. 64% of the elementary school population qualifies for free or reduced price meals. There are twenty teachers at the elementary school, and ten support staff.

Pima Junior High School serves grades seventh through eighth. For 2012-13 there were 150 students enrolled. The school is located at 192 S 200 E, and is in session from 7:45 am to 3:30 pm. Junior High Students eat lunch at 11:50 am until 12:25 pm. 73% of Junior High students qualify for free or reduced price meals. There are five teachers at the Junior High and two support staff.

Pima High School serves grades ninth through twelfth. For 2012-13 there were 210 students enrolled. The school is located at 50 E 200 S, and is in session from 7:45 am to 3:30 pm. High School Students eat lunch at 12:55 pm until 1:25 pm. 60% of High school students qualify for free or reduced price meals. There are eighteen teachers at the High School and five support staff.

All meals are served at the Clyde O. Davis Cafetorium. Students have ample time between the arrival of busses and the beginning of the school day to participate in the breakfast program.



## Pima Unified School District #6 Meal Prices/Income

The prices for **2012-2013** are as follows:

	Grades P-6	Grades 7-8	Grades 9-12	Adult
Reduced Breakfast	\$ .30	\$ .30	\$ .30	
Reduced Lunch	\$ .40	\$ .40	\$ .40	
Paid Breakfast	\$1.50	\$1.50	\$1.50	\$3.00
Paid Lunch	\$2.00	\$2.25	\$2.25	\$3.00

The income for **2012-2013** is as follows: 275452

➤ **Food Service AFR 2011-2012**

DISTRICT NAME PIMA UNIFIED DISTRICT #6 COUNTY GRAHAM CTDS NUMBER 05 02 06 000

### FOOD SERVICE

	FUND 510		M & O TYPE EXPENDITURES FUNDS 001 & 625		CAPITAL TYPE EXPENDITURES FUNDS 610 & 625	
	BUDGET	ACTUAL	ACTUAL	ACTUAL		
<b>EXPENDITURES</b>						
6150 Classified Salaries		83,021		13,171		0
6200 Employee Benefits		31,065		7,425		0
6400 Purchased Property Services		2,436		0		0
6570 Food Service Management		0		0		0
6591 Services Purchased from Other AZ Districts		0		0		0
6610 General Supplies (Nonfood Items)		17,450		0		0
6620 Energy		0		0		0
6631 USDA Commodities (Excluding Freight)		1,109				
6632 USDA Commodities (Freight Only)		0				
6633 Other Food		171,905				
6634 Storage Costs for USDA Commodities		0				
6700 Property (Excluding 6731-37)						
6731-37 Furniture & Equipment, Vehicles, & Tech		272				
Other Expenditures		3,739		0		
<b>TOTAL EXPENDITURES (lines 10-23)</b>	<b>356,516</b>	<b>310,997</b>	<b>20,596</b>			
6910 Indirect Costs		1,500				
6930 Fund Transfers-Out		0				
<b>TOTAL EXPENDITURES &amp; OTHER USES (lines 24-26)</b>		<b>312,497</b>				
Ending Fund Balance (line 9 minus line 27) (1)		5,979				

	BREAKFASTS	LUNCHESES/ SUPPERS	A LA CARTE*	SNACKS
1. Served at District Location				
a. Reimbursable Meals Only	31,844.00	93,527.00	173.00	0.00
b. Program Adults/Adult Workers	1,567.00	1,596.00	0.00	0.00
c. Other	91.00	2,617.00	0.00	0.00
2. Served at Other Locations				
a. Reimbursable Meals Only	0.00	0.00	0.00	0.00
b. Program Adults/Adult Workers	0.00	0.00	0.00	0.00
c. Other	0.00	0.00	0.00	0.00

\*Divide all revenues from a la carte sales by the free lunch reimbursement rate received.

	P-6	7-8	9-12	Adult
1. Reduced breakfast	0.30	0.30	0.30	
2. Reduced lunch	0.40	0.40	0.40	
3. Reduced snack	0.00	0.00	0.00	
4. Paid breakfast	1.50	1.50	1.50	3.00
5. Paid lunch	1.75	2.00	2.00	3.00
6. Paid snack	0.00	0.00	0.00	0.00

(1) Includes Food Service Fund revolving account cash balance on hand of: \$  AT 7/1/11 and \$  At 6/30/12, as applicable

➤ Food Service AFR 2012-2013

DISTRICT NAME		Pima Unified School District	
COUNTY		Graham	
CTDS NUMBER		050206000	

FUND 510	
ACTUAL	
BEGINNING FUND BALANCE (1)	5,979
<b>REVENUES</b>	
1500 Investment Income	
1600 Food Service	63,115
Other Local	
4500 Restricted Revenue Ret. from Fed. Gov.	212,337
4900 Revenue from Behalf of the District	6,262
<b>TOTAL REVENUE (lines 2-6)</b>	281,713
5200 Fund Transfers-In	
<b>TOTAL AVAILABLE (lines 1, 7, and 8)</b>	287,692
A. Number of operating months	10

B. Number of Meals Served	BREAKFASTS	LUNCHES/ SUPPERS	ALA CARTE*	SNACKS
1. Served at District Locations				
a. Reimbursable Meals Only	17,592.00	65,870.00		
b. Program Adults/Adult Workers	276.00	1,310.00		
c. Other				
2. Served at Other Locations				
a. Reimbursable Meals Only	414.00	1,813.00		
b. Program Adults/Adult Workers				
c. Other				

\* Divide all revenues from a la carte sales by the free lunch reimbursement rate received.

C. Meal Prices	P-6	7-8	9-12	Adult
1. Reduced breakfast	0.30	0.30	0.30	
2. Reduced lunch	0.40	0.40	0.40	
3. Reduced snack	na	na	na	
4. Paid breakfast	1.50	1.50	1.50	3.00
5. Paid lunch	2.00	2.25	2.25	3.00
6. Paid snack	na	na	na	

D. Special Milk Program

Charge to children per 1/2 pint milk unit: na

Number of 1/2 pint milk units served to children: na

FOOD SERVICE EXPENDITURES		M&O TYPE EXPENDITURES FUNDS 001 & 625		CAPITAL TYPE EXPENDITURES FUNDS 610 & 625	
BUDGET	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
6150 Classified Salaries	85,742		10,775		
6200 Employee Benefits	27,988		9,251		
6400 Purchased Property Services					
6570 Food Service Management					
6591 Services Purchased from Other AZ Districts					
6610 General Supplies (Nonfood Items)			2,634		
6620 Energy					
6631 USDA Commodities (Excluding Freight)			6,262		
6632 USDA Commodities (Freight Only)			745		
6633 Other Food			25,524		
6634 Storage Costs for USDA Commodities					
6700 Property (Excluding 6731-37)					
6731-37 Furniture & Equipment, Vehicles, & Tech.			1,775		
Other Expenditures: 6590, 6630, 6810			136,868		
<b>TOTAL EXPENDITURES (lines 10-23)</b>	339,795	287,537	20,027		
6910 Indirect Costs					
6930 Fund Transfers-Out					
<b>TOTAL EXPENDITURES &amp; OTHER USES (lines 24-26)</b>		287,537			
<b>ENDING FUND BALANCE (line 9 minus line 27) (1)</b>		155			

E. Detail of Food Service Management Company Expenditures

Classified Salaries: \_\_\_\_\_

Employee Benefits: \_\_\_\_\_

Supplies and Materials (Nonfood): \_\_\_\_\_

Food: \_\_\_\_\_

Management Fee: \_\_\_\_\_

Other: \_\_\_\_\_

Total (must equal total of amounts on line 13 above): 0

➤ Pima Unified School District #6 Historical Summary

	FY 13	FY 12	FY 11	FY 10	FY 09
<b>Meals Served</b>					
Stud Bkfst	17592	31844	31568	29774	30696
Stud Lunch	65870	93527	103546	70160	95940
Adult Bkfst	276	1567	1716	0	0
Adult Lunch	1310	1596	1778	2525	2534
Enrollment (100 Day)	740	701	744	731	740
Days Served	149	180	180	180	180
Bkfst Per Student Per Day	0.159550154	0.252369631	0.23572282	0.22628059	0.23045045
Lunch Per Student Per Day	0.597406131	0.741218894	0.773192951	0.533211734	0.72027027
Revenue	\$287,692.00	\$318,476.00	\$325,945.00	\$332,758.00	\$300,352.00

➤ Pima Unified School District #6 utilizes PowerSchool to manage cafeteria sales.

### **Pima Unified School District #6 Policies**

The Pima Unified School District #6 policies, rules, and regulations are as follows:

*The Governing Board Policies are available at: <http://lp.ctspublish.com/asba/> through the Guest Portal.*

*The Employee Handbook and Student Handbook are available at the District website:  
<http://www.pimaschools.org/>*

## Nutrition Standards in the National School Lunch and School Breakfast Programs Effective July 1, 2012

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 <i>a</i>	Grades 6-8 <i>a</i>	Grades 8-2 <i>a</i>	Grades K-5	Grades 6-8	Grades 9-12
	<b>Amount of Food <i>b</i> Per Week (Minimum Per Day)</b>					
Fruits (cups) <i>c,d</i>	5 (1 daily) <i>e</i>	5 (1 daily) <i>e</i>	5 (1 daily) <i>e</i>	2 ½ (½ daily)	2 ½ (½ daily)	5 (1 daily)
Vegetables				3 ¾ (¾ daily)	3 ¾ (¾ daily)	5 (1 daily)
Dark Green <i>f</i>	0	0	0	½	½	½
Red/Orange <i>f</i>	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) <i>f</i>	0	0	0	½	½	½
Starchy <i>f</i>	0	0	0	½	½	½
Other <i>f,g</i>	0	0	0	½	½	¾
Additional Veg to Reach Total <i>h</i>	0	0	0	1	1	1½
Grains (oz eq) <i>i</i>	7-10 (1 daily) <i>j</i>	8-10 (1 daily) <i>j</i>	9-10 (1 daily) <i>j</i>	8-9 (1 daily)	8-10 (1 daily)	10-12 (2 daily)
Meats/Meat Alternates (oz eq)	0 <i>k</i>	0 <i>k</i>	0 <i>k</i>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <i>l</i>	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)
<b>Other Specifications: Daily Amount Based On The Average 5-Day Week</b>						
Min – max calories (kcal) <i>m,n,o</i>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) <i>n,o</i>	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%
Sodium (mg) <i>n,p</i>	Less than or equal to 430	Less than or equal to 470	Less than or equal to 500	Less than or equal to 640	Less than or equal to 710	Less than or equal to 740
<u>Trans</u> fat <i>n,o</i>	Nutrition label or manufacturer specifications must indicated zero grams of <u>trans</u> fat per serving					

*a.* In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

*b.* Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

*c.* One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

*d.* For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

*e.* The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

*f.* Larger amounts of these vegetables may be served.

- g.* This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- h.* Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- i.* At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- j.* In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- k.* There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- l.* Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- m.* The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- n.* Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- o.* In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- p.* Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

## 21 Day Sample Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Rice Crispy Cereal Cheese Toast Fresh Banana Apple Juice  Milk – 1% Low fat	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice  Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Low fat	Pancakes w/ Syrup Sausage Links Apple Juice  Milk – 1% Low fat	Cinnamon-Raisin Biscuit Orange Smiles Grape Juice Jelly  Milk – 1% Low fat
Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice  Milk – 1% Low fat	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice  Milk – 1% Low fat	Oatmeal w/ Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice  Milk – 1% Low fat	Breakfast Burrito w/ Salsa Fresh Grapes Apple Juice  Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Banana Orange Juice Milk – 1% Low fat
Honey Nut Cheerios Muffin Squares Orange Smiles Apple Juice  Milk – 1% Low fat	Baked French Toast Strips w/ Syrup Peaches Grape Juice  Milk – 1% Low fat	Bagel w/ Melted Cheese Fresh Grapes Orange Juice  Milk – 1% Low fat	Yogurt w/ Granola Fresh Apple Slices Grape Juice  Milk – 1% Low fat	Ham & Egg Breakfast Burrito w/ Salsa Hash Browns Orange Smiles Apple Juice Milk – 1% Low fat
Sausage & Biscuit Orange Smiles Apple Juice  Milk – 1% Low fat	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Low fat	Jumbo Waffle (2) w/Syrup Pineapple Chunks Orange Juice  Milk – 1% Low fat	Pancakes (2) w/Syrup Fresh Apple Slices Grape Juice  Milk – 1% Low fat	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches Apple Juice Milk – 1% Low fat
Rice Crispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Low fat				

### Sample Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Submarine Sandwich (1 oz turkey, .5 oz low fat cheese) on Whole Wheat Roll Refried Beans (½ cup) Jicama (1/4 cup) Green Pepper Strips (1/4 cup) Cantaloupe wedges, raw (½ cup) Skim Milk (8 oz) Mustard (9 grams) Reduced fat mayonnaise (1 oz) Low Fat Ranch Dip (1oz)	Whole Wheat Spaghetti with Meat Sauce (½ cup) and Whole Wheat Roll Green Beans, cooked (½ cup) Broccoli (½ cup) Cauliflower (½ cup) Kiwi Halves, raw (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz) Soft Margarine (5 g)	Chef Salad (1 cup romaine, .5 oz low-fat mozzarella, 1.5 oz. grilled chicken) with Whole Wheat Soft Pretzel (2.5 oz) Corn, cooked (½ cup) Baby Carrots, raw (1/4 cup) Banana Skim Chocolate Milk (8 oz.) Low Fat Ranch Dressing (1.5 oz) Low Fat Italian Dressing (1.5 oz)	Oven-Baked Fish nuggets (2 oz) with Whole Wheat Roll Mashed Potatoes (½ cup) Steamed Broccoli (½ cup) Peaches (canned, packed in juice – ½ cup) Skim Milk (8 oz) Tartar Sauce (1.5 oz) Soft Margarine (5 g)	Whole Wheat Cheese Pizza (1 slice) Baked Sweet Potato Fries (½ cup) Grape tomatoes, raw (1/4 cup) Applesauce (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz)

## USDA NUTRIENT ANALYSIS

### SAMPLE PRODUCT DESCRIPTIONS AND SPECIFICATIONS FOR 21-DAY MENUS

The following are examples of product descriptions and product specifications in accordance with the 21-day cycle menus provided.

B/BA = Bread/Bread Alternate. V/F = Vegetable/Fruit. M/MA = Meat/Meat Alternate.

#### **Fruits**

Apples, canned: sliced; to be packed to U.S. Grade C standard; solid pack; 6/10.

Apples, Fresh: to be packed to U.S. Fancy Grade standard; Red Delicious; 100 count.

Applesauce, Canned: to be packed to U.S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6/10.

Bananas, Fresh: regular; green tips; 100 to 120 count.

Citrus Salad Mix, Fresh Cut: mix of fresh fruit to be orange sections, pineapple and grapes; code dated; 4/1 gal.

Fruit Salad Mix, Fresh Cut: mix of fresh fruit to be cantaloupe, honey dew, pineapple and grapes; code dated; 4/1 gal.

Fruits for Salad, Canned: to be packed to U.S. Grade B standard; fruit juice packing medium; 6/10.

Fruit Cocktail, Canned: to be packed to U.S. Grade B standard; light syrup; 6/10.

Grapes, Fresh: green variety; to meet Grade standard for U.S. No. 1; 23 lb. lugs when in season, other time of year 18 lb. pack.

Juice, Frozen: apple; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: grape; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: orange; full strength juice; 4 fl. oz; any pack acceptable.

Oranges, Fresh: to be packed to U.S. No. 1 Grade standard; navel; size 125 or 113; 38 to 45 lbs.

Peaches, Canned: slices; to be packed to U.S. Grade B standard; clingstone; light syrup 6/10.

Pineapple, Canned: tidbits; to be packed to U.S. Grade B standard; solid pack in juice; product of Hawaii only; 6/10.

Raisins, Seedless: bulk pack; to be packed to the standard of U.S. Grade B; 30#.

Raisins, Seedless: individual pack; ¼ cup; to be packed to the standard of U.S. Grade B; 150/case.

#### **Grain/Bread**

Animal Crackers: enriched; 25 grams minimum weight; to provide 1 serving of B/BA; individually wrapped; any pack acceptable.

Bagels, Frozen, Sliced: made from enriched flour; 2.3 oz each; 12/6.

Bagel, Fresh: sliced; 4-oz. size, whole grain variety; enriched flour; pack code date to be provided.

Biscuit, Cinnamon Raisin, Frozen: fully baked; enriched; 2.25 oz. minimum weight to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: fully baked; enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.



Biscuit, Frozen: raw; enriched; thaw and bake or bake from frozen; 1.8 oz. minimum cooked weight to provide 2 servings of G/B; any pack acceptable.

Bread, Loaf, Whole-grain, Fresh: loaf size 1½ lb.; 22 slices per loaf, code date provided.

Bread, Fresh; enriched; increased fiber; white; sandwich style; 1½ lb. loaf; 26 grams or .9 oz. minimum weight per slice.

Breadsticks, Frozen: enriched; fully baked; garlic and parmesan flavored; 1.5 oz. sticks equal 1.5 serving of G/B; any pack acceptable.

Bread Sticks, Frozen: enriched; fully baked; 1.5 oz. minimum weight or signed certification to document 1.5 servings of G/B; any pack acceptable.

Bread Sticks, Frozen, raw: proof and bake; enriched; 1.5 oz. minimum weight to provide 1.5 servings of G/B; any pack acceptable.

Bun, Hamburger, White, Fresh: 4 inch; sliced; flour to be enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; pack date code to be furnished.

Bun, Hamburger, Fresh: whole grain; pre-sliced; enriched; 4 inch; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Bun, Hoagie, Wheat, and Fresh: sliced; seedless; 7 inch length; white flour to be enriched; packing code provided.

Cereal, Ready-To-Eat: bowl pack; ¾ cup or 1 oz.; enriched or whole grain; Required flavors listed.

Crackers, Multi-Grain: 25 grams minimum weight; to provide 1 serving of B/BA; individual wrap; any pack acceptable.

Cracker, Graham: enriched or whole grain; individual; .9 oz. minimum weight; any pack acceptable.

French Toast, Frozen: sticks; heat and serve; enriched; 2 sticks provide 1 serving of G/B; not to exceed 7 grams of fat per 2 sticks; signed certificate of G/B contribution required; any pack acceptable.

Muffins, Frozen: bran; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz., bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffins, Frozen: blueberry; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz; bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffin, Frozen: corn; enriched or whole grain; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Noodles, Egg: ½ wide; 100 durum wheat semolina; enriched; 10#.

Oats, Rolled: enriched or whole grain; quick cooking; any pack acceptable.

Pancakes, Frozen: silver dollar; heat and serve; enriched; minimum weight .6 oz each; two pancakes to provide 1 serving of G/B; signed certificate of G/B contribution required; any pack acceptable.

Pasta, Macaroni, Elbow: 100% durum wheat semolina; enriched; 20#.

Pasta, Fettuccine; 100% durum wheat semolina; enriched; 20#.

Pasta, Spaghetti: made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pasta, Spaghetti: thin; 100% durum wheat semolina; enriched; 20#.

Pasta, Lasagna: ridged; made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pizza Crust, Frozen: par-baked; enriched; 16-oz. minimum weight; to provide 1.5 servings of B/BA per 12 cut; any pack acceptable.

Rice, Milled, Long grain: white; enriched; US Grade B; 25#.

Rice Mix, Seasoned: complete; Spanish; to contain bell peppers, tomato, herbs and spices; to yield approximately 34-1/2 cup servings per unit; any pack acceptable.

Roll, Dinner, Frozen: raw; enriched; whole wheat; 2 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Roll, Hoagie, Fresh: 6 inch; enriched; 2.75 oz. minimum weight; to provide 2.75 servings of B/BA; packing date to be provided; any pack acceptable.

Roll, Steak, Fresh: enriched; 6 diameter; pre-sliced; 2.5 oz. minimum weight; to provide 2.5 serving of G/B; packing code date to be provided; any pack acceptable.

Taco Shells; enriched or whole grain; made from 1/2 oz. corn tortilla; fried in vegetable oil; packed to prevent breakage; sanitary packaging; 4 doz. per package.

Tortillas, Corn, Fresh/Refrigerated: enriched or whole grain; 6 inch; .45 oz. minimum weight; to provide 1 serving of G/B per two tortillas; packing code date provided; any pack acceptable.

Tortillas, Fat-Free Flour, Frozen; enriched; 6 inch; .9 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Tortilla Chips; bulk; enriched or whole grain; restaurant style; any pack acceptable.

Tortilla Rounds or Triangles: bulk; mini; enriched or whole grain; unsalted or low salt; no animal fat; 10#.

Tortilla Chips, Low Fat: bulk; enriched or whole grain; yellow corn; not to exceed 1 gram of fat per 1 oz. portion; any pack acceptable.

Tostada shell: enriched or whole grain corn meal; no animal fat; .9 oz. minimum weight or documentation of 14.74 grams of flour and/or meal to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen: Belgian; square; enriched flour; minimum size 1.1 oz each; poly pouch packed.

Waffles, Frozen: enriched; Belgian stick; heat-and-serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen; enriched; round/square; heat and serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

#### **Meat/Meat Alternate**

Beans, Black, Canned; 6/#10.

Beans, Kidney, Canned: in brine; 6/#10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans, Pinto, Refried Style, Dehydrated: contains whole beans and pieces; vegetable oil; salt and other appropriate ingredients; not to exceed .2 grams of fat and 75 mg. of sodium per 3 oz. serving; packed in poly bags; yield approximately 30-3 oz. servings per bag; any pack acceptable.

Beef, Ground, Bulk, Raw, and Frozen: 80% lean, 20% fat ratio; IMPS 136; 2/10 lb.

Beef, Ground, Patties, Cooked, Frozen: IMPS 631; minimum 2 1/2 oz; maximum 3 1/2 oz; CN labeled to provide 2 oz meat/meat alternate; IQF; natural char marks; cooking temperatures to comply with FSIS requirements.

Beef, Ground, Patties, Raw, Frozen: IMPS 1136A; 20% fat; with soy isolate in accord with Title 7 210; patties separated by wax paper; oval shape; CN labeled to provide 2 oz. M/MA.

Beef Patty, Frozen: fully cooked; IQF; ground beef with soy concentrate or isolate, no other fillers or extenders; flame broiled/charbroiled; round; 2.45 oz. minimum weight; CN labeled to provide 2 oz. M/MA; not to exceed 14 grams of fat; any pack acceptable.

Beef Roast, Frozen: raw; beef round; top (inside); equivalent to IMPS Item No. 169 and USDA Select or better; fat thickness not to exceed ¼ average; 3-5#; any pack acceptable.

Burrito, Frozen: fully cooked; non-fried; IQF; bean and cheese; not to exceed 15 grams of fat; 6.7 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 serving of G/B; any pack acceptable.

Burrito, Frozen: fully-cooked; non-fried; IQF; beef, bean and VPP; not to exceed 14 grams of fat; 5 oz. minimum weight; CN labeled to provide 2 oz. N/MA and 1.75 of G/B; any pack acceptable.

Burrito, Breakfast, Raw, and Frozen: CN labeled to provide 1 oz meat/meat alternate and 1 grain bread equivalent; calories from fat not to exceed 15%; ingredient filling combination egg, cheese, sausage.

Cheese, American, Processed reduced fat: yellow; pre-sliced ½ ounce; 2/5#.

Cheese, Cheddar, Reduced Fat: mild; shredded; 4/5#.

Cheese, Mozzarella: part skim; loaf shape; 8/6#.

Cheese, Mozzarella: part skims; shredded; sealed bags; 4/5#.

Cheese, Mozzarella: part skim, string; individually wrapped; 1 oz. minimum weight; any pack acceptable.

Cheese, American, Yellow: sliced to 1 oz. slices; pasteurized; pleasing flavor and odor; satileactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA; 4/5 lb.

Cheese, Cheddar, Reduced Fat: sliced to ½ oz slices; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satileactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Cheddar, Reduced Fat: shredded; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satileactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Mozzarella, Reduced Fat, Frozen: milk fat 10.8% or less; moisture 52% to 60%; pH maximum 5.3; pleasing flavor; free flowing; natural white or light cream color; melts completely; 6/5 lb. shredded.

Chicken, Pulled and/or Diced, Frozen; fully cooked; IQF; ½ diced; dark and white meat; non-marinated; no filler, extenders or mechanically separated chicken; any pack acceptable.

Chicken Nugget, Frozen: grilled; chopped and formed; chicken breast meat 80% to 85%; maximum skin 5% ; VPP up to 10% when rehydrated; VPP to be concentrate; 5 to 6 nuggets to provide 2 oz. M/MA; fully cooked; maximum fat 10 gm; CN labeled to provide 2 oz. M/MA per serving.

Chicken Patty, Breaded, Frozen: fully cooked; IQF; white/dark meat may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; 3 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 1 serving G/B; any pack acceptable.

Chicken Nugget Shaped Patty, Breaded, Frozen: fully cooked; IQF; breast with rib meat; may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; CN labeled for 5 nuggets to provide 2 oz. M/MA and 1 serving of G/B; any pack acceptable.

Chicken Patty, Grilled, Frozen: not breaded; pre-cooked; made from boneless breast from broilers/fryers; no VPP or extenders; skin not to exceed natural proportions; MSP not allowed; 9 gm maximum fat per 2 oz serving; to be CN labeled to provide 2 oz. M/MA per serving; 2 ml or greater low-density sealed poly bag.

Corn Dog, Frozen: fully cooked; beef frankfurter; IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Corn Dog, Frozen; fully cooked; turkey frankfurter, IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Eggs, Frozen: pasteurized; homogenized; yolks and whites in natural proportions; any pack acceptable.

Egg, Scrambled Mix, Frozen: CN labeled to provide 1 meat/meat alternate equivalent per serving; 6/5 lb.

Egg Whites, Frozen: approximately 30# case.

Ground Beef, Frozen; bulk; raw, regular grind; to meet the standards of IMPS #136 (not to exceed 17% fat); fat/lean ratio stated clearly on the box; 40 lb. maximum weight.

Ground Beef Patty, Frozen, Raw: IMPS 1136A; 20% fat with soy isolate in accord with Title 7 CFR 210; round shaped; patties separated by wax paper; 3 oz. minimum.

Ham, Chilled: fully cooked; boneless; ham and water product; maximum 25% added ingredients by weight; produced from whole muscle; smoked and cured.

Mozzarella Cheese Sticks, Breaded, Frozen: bake or fry; 3 (approx. 21 grams each) sticks to equal 1 M/MA and 1 serving of G/B; not to exceed 14 grams of fat; any pack acceptable.

Peanut Butter: smooth; stabilized; Reduced fat; U.S. Grade A; 5#.

Pizza, cheese, Component Pack, Frozen: to yield 12-16 pizzas; 24 oz. enriched crust (medium thick), raw, perforated; sauce pouch packed; 12# diced; 50/50 mozzarella/provolone blend; no cheese substitute allowed, pouch packed; not to exceed 11 grams of fat per 8-cut portion; 4.75 oz. minimum weight; to provide 2 oz. M/MA; 3 servings of G/B; and 1/5 cup V/F; 96 servings per case.

Pizza, Frozen: French bread; part skim mozzarella cheese; no cheese substitute; not to exceed 13 grams of fat; 5.5 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B, and 1/4 cup V/F; any pack acceptable.

Pizza, Frozen: part skim mozzarella cheese, no cheese substitute; not to exceed 14 grams of fat; 4.85 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B and 1/8 cup VF; 96/case.

Roast Beef, Cooked, Ready to serve, Frozen: restructured; cooked to internal temperature of 141F to 145F; dry pack; maximum 10 lb.

Sausage Patty, Raw, Frozen: whole hog sausage (or IMPS 802C); 1 1/2 oz each; patties separated by wax paper; round shape.

Walnuts: pieces; no hull or foreign matter; approximately 5#.

Yogurt, Nonfat: blended; assorted flavors; sweetened with sugar; 75 day shelf life; must contain live and active yogurt cultures; 8 fl. oz; any pack acceptable; list flavors bid.

### **Vegetables**

Beans, Baked, Canned: 6/10.

Beans, Black, Canned; 6/#10.

Beans, Green, Canned: to be packed to U.S. Grade A standard; Blue Lake variety; #3 size; cut; 6/10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans & Pork, Navy, Canned: Grade A; 6/10.

Broccoli, Frozen: florets; to be packed to U.S. Grade A standard; 12/2-½ lb. only.

Broccoli/Cabbage Coleslaw Mix (for salads), Fresh Cut; sulfite-free; packaged in gas permeable package; code dated; 4/5 lb.

Carrot Sticks, Fresh cut: 3-inch lengths; sulfite free; packaged in gas permeable package; code date; 4/5 lb.

Carrots, Frozen; slices; to be packed to U.S. Grade A standard; ¼ inch thick; maximum diameter 1 inch; 12/2 ½ lb. only.

Celery Sticks, Fresh cut: 3 inch lengths; to be packed to U.S. No. 1 Grade standard; code date; 4/5 #.

Corn, Frozen: whole kernel; golden (yellow); to meet the standard of U.S. Grade A; 20#.

Corn, Whole-kernel, Canned: to be packed to U.S. Grade A standard; golden; vacuum packed; 6/10.

Corn, with Onion, Green and Red Pepper: Frozen: 12/2#.

Lettuce, Iceberg: not wrapped; 24-30 count per carton; U.S. No. 1 Grade standard, 40-lb. net minimum case wt.; growing location to be provided w/ price quote.

Mixed Vegetables, Canned: to be packed to standard of commercial item description A-A-20120A; 6/10.

Mixed Vegetable, Frozen; 5-way mix including corn, green beans, carrots, green peas and lima beans; to meet the standard of U.S. Grade A; 20#.

Mixed Vegetables, Frozen: Italian Blend; zucchini squash, sliced carrots, cauliflower, Italian green beans, and baby lima beans; 20 #.

Mixed Vegetables, Frozen: winter blend; broccoli cuts and cauliflower clusters; 6/5#.

Onions, Dry, Fresh: to be packed to U.S. No. 1 Grade Standard; medium size; Bermuda; 25 lb. bag only.

Peas, Green, Frozen: 3-4 sieve; to be packed to U.S. Grade A standard; 2 ½ lb. packages; 12 per case.

Peas and Diced Carrots, Frozen: to be packed to U.S. Grade A standard; 20 lb.

Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard; medium size; green color; 25 lb.

Potatoes, Dehydrated: instant; mashed; granules; with Vitamin C added; complete with whey; 6/5#.

Potatoes, Dehydrated: white; shredded, any pack acceptable.

Potatoes, French Fries, Frozen: shoe string; oven ready; no animal fat or tropical oils; to meet the standard of US Grade A; any pack acceptable.

Potatoes, French Fries, Frozen; crinkle cut; strip; 3/8; short length; oven ready; to meet the standard of U. S. Grade A; ¼ cup not to exceed 1 gram of fat; any pack acceptable.

Potatoes, Hashed Brown: triangle or square; shredded and formed; oven ready; 2.25 oz. to provide ¼ cup V/F serving; product analysis documenting contribution required; any pack acceptable

Salad Mix, Fresh Cut: product to be made with shredded iceberg lettuce, carrots and cabbage; shredded lettuce uniformly cut 1/8 to ¼ inch widths; sulfite free; packaged in gas permeable package; code dated; 4/5 lb.

Spinach (for salads), Fresh: to be packed to U.S. No. 1 Grade standard; tender Broadleaf; trimmed and washed; eastern 12/10 oz. Packages or western 4/2 ½ lb. packages.

Tomato Paste, Canned: light concentration; 24-28% soluble solids; to be packed to the standard of U.S. Grade A; 6/#10.

Tomato Sauce, Canned: to be packed to the standard of U.S. Grade A; 6/#10.

Tomato, Sauce, Marinara, Canned: medium consistency with particulates of tomato, onion and herb; 6/#10

Tomato Sauce, Pizza, Canned: extra heavy; with basil and ground tomatoes; meatless; 6/#10.

Tomato Sauce, Spaghetti, Canned: medium; meatless; 6/#10.

Tomatoes, Canned, Crushed: peeled; TSS 12% or greater; color, flavor, odor to be equivalent to U.S. Grade A for tomato puree; 6/10.

Tomatoes, Canned: peeled and diced; to be packed to the standard of U.S. Grade B; 6/#10.

Vegetable Blend, Frozen: California; mixture to contain cut broccoli, cauliflower florets, crinkle cut carrots; predominance to be order listed; 12/2 lb.

#### **Miscellaneous**

Barbecue Sauce, Portion Pack: cup; minimum 1 oz.; 500-count maximum.

Cake Mix, Chocolate, Dry: made from enriched flour.

Cake Mix, Low Fat; chocolate; complete, add water only; any pack acceptable.

Chocolate Chips: semi-sweet; imitation unacceptable; 10#.

Cocoa: to meet the requirements of CID 20034; Type 11 (cocoa); plastic tub or tin container; 5#.

Cookie Dough, Frozen: portioned; chocolate chip oatmeal; 1.2 oz. minimum weight; not to exceed 4.5 grams of fat; any pack acceptable.

Extract, Vanilla: 4/1 Gal.

Flour: all purpose; enriched; bleached; 25#.

Flour: whole wheat; 50#.

Frosting/Icing for Cake, Dry Mix; complete, add water only; chocolate flavored; any pack acceptable.

Jams and Jellies, Assorted, Portion Pack: minimum 10 grams; any pack acceptable.

Honey, Portion Pack: minimum 9 grams; 200 count.

Hot Sauce, Portion Pack: minimum 7 grams; 500 count.

Ketchup, Portion Pack: poly; to be packed to the standard of US Grade A; minimum 9 grams; 1000 count.

Margarine Based Spread; all vegetable; no lard; 30#.

Mayonnaise, Fat Free, Portion pack: minimum 12 grams, 500 count.

Mayonnaise: Fat Free; 4/1 Gal.

Milk, Low Fat (1%), Flavored; chocolate; Grade A; pasteurized; homogenized; ½ pint.

Milk, Low Fat (1%), Unflavored; Grade A; pasteurized; homogenized; ½ pint.

Mustard, Portion Pack; prepared; minimum 5.5 grams; 500 count.

Mustard; prepared; plastic only; 4/1 Gal.

Oil, Olive: extra virgin; any pack acceptable.

Oil, Salad: canola; 6/1 Gal.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; minimum 3000 count per 5 gallon; 5 gallon pail.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; 900-960 per gallon count; plastic only; 4/1 gallon.

Pudding, Canned: ready-to-serve; chocolate; low fat; 6/#10.

Pudding and Pie Filling Mix, Dry: instant; chocolate; complete; add water only; any pack acceptable.

Salad Dressing, Buttermilk Ranch, Fat Free, Portion Pack: minimum 12 grams; 200 count.

Salad Dressing: reduced fat; Ranch; 4/1 Gal.

Salad Dressing, Reduced Calorie: Portion Pack; minimum 12 grams; 500 count.

Salad Dressing Mix, Dry: no MSG; Ranch; yield 1 Gal; any pack acceptable.

Salt, Table: iodized; 25#.

Sauce, BBQ: individual portion pack; 100/1 oz.

Sauce Mix, Dry; nacho; low fat; cheese solids as the primary ingredient by weight; not to exceed .68 grams of fat per 1 fl. oz; with jalapenos; mix with water; to yield approx. 1 Gal; any pack acceptable.

Sauce, Picante: medium; chunky consistency; 4/1 Gal.

Sauce, Pico de Gallo: tomatoes as the first ingredient; no MSG; fat free; mild; to be used as a dip, cooking sauce, on sandwiches or as a table sauce with Mexican foods; 4/1 Gal. plastic containers.

Sauce, Sweet and Sour: individual portion pack; 100/1 oz.

Seasoning, Pizza or Spaghetti Sauce; dry; no extenders or MSG; to season approximately 1 gallons sauce; any pack acceptable.

Seasoning, Onion and Herb: salt free; no MSG; approximately 1#.

Seasoning, Taco: 6/9 oz.

Shortening, Solid, for baking; all vegetable, no tropical oils; any pack acceptable.

Soup Base, Beef: no MSG; low sodium; 12/1 lb.

Soup Base: beef; paste; no MSG; 35% cooked beef minimum; 16% sodium and 12% fat maximum; 12/1#.

Soup Base, Chicken: no MSG; low sodium; 12/1 lb.

Sour Cream, Fat-Free; 4/5#.

Spice, Garlic: powder; 19 oz.

Spice, Oregano, Ground: 13 oz.

Sugar, White: granulated; 50#.

Table Syrup, Portion Pack: cup; minimum 1.5 oz; no triangular shaped packets; 100 count.

Sources: [Choice Plus, A Reference Guide for Foods and Ingredients](#), USDA, 1996, and <http://nfsmi-web01.nfsmi.olemiss.edu/ResourceOverview.aspx?ID=47>