I. NOTICE OF REQUEST FOR PROPOSALS FOR SCHOOL FOOD SERVICE MANAGEMENT SERVICES

This is a REQUEST FOR PROPOSALS by

_______________________________________________

in the administration of one or more USDA Child Nutrition Programs hereafter called the School Food Authority (SFA)

TO OPERATE AND MANAGE THE SCHOOL FOOD SERVICE FOR SAID SCHOOL FOOD AUTHORITY FOR THE SCHOOL YEAR_____.

PROPOSALS WILL BE RECEIVED BY SFA UNTIL [_________________________].

PROPOSALS WILL BE CONSIDERED AND A CONTRACT EXECUTED PURSUANT TO THE PROPOSED TIMELINE IN SECTION II, PART B BELOW.

PROPOSALS AND SUPPORTING DOCUMENTATION AS DESCRIBED IN THIS REQUEST FOR PROPOSALS (RFP) ARE TO BE DELIVERED TO:

____________________________________________________________ [SFA official]

_____________________________________________________ [School/School District]

_______________________________________________________________ [Address]

_________________________________________________________ [City, OR Zip+4]
II. TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS
FOR SCHOOL FOOD SERVICE MANAGEMENT CONTRACT

A. INTRODUCTION

Pursuant to state and federal law, an individual school, school district or school food authority (hereafter called the SFA) participating in the National School Lunch Program or School Breakfast Program may contract with a food service management company (FSMC) to operate eligible school food services, and to provide meals for the Summer Food Service Program and Child and Adult Care Food Program. The administration of all USDA Child Nutrition Programs is the responsibility of the Oregon Department of Education (hereafter called the Department).

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

B. TIMELINE

Proposed Schedule:

RFP Release After State Agency Approval: [date determined by SFA]
Proposals Due: [4 weeks from above]
Proposals Scored: [1 week from above]
Notification of Apparent Successful Proposer: [5 days from above]
Post-Selection Review Period Ends: [1 week from above]
Respond to Post-Selection Review comments: [5 days from above]
Board Approval of Selected Proposer: [Submit to SA within 10 days after approval]
State Agency Approval: [30 days from above]
Contract Signed and Executed By: [after state approval]

Submit signed contract to the Department: 10 days from date of signature.

The SFA or the Department may, if necessary, revise these dates.

C. GENERAL PROPOSAL INFORMATION

The SFA reserves the right, in its sole discretion:

(1) to amend the RFP;
(2) to extend the deadline for submitting proposals;
(3) to decide whether a proposal does or does not substantially comply with the requirements of this RFP;
(4) to waive any minor irregularity, informality, or nonconformance with this RFP;
(5) to obtain or provide references to other public agencies, upon request, regarding the proposer’s contract performance; and
(6) at any time prior to the contract execution (including after announcement of the apparent awardee):

(a) to reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and to
(b) reject all proposals received and cancel this RFP upon a finding by the SFA that there is good cause therefore and that such cancellation would be in the best interests of the SFA.
ALL PROPOSERS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE DEPARTMENT AND THE SFA ARE NOT OBLIGATED THEREBY TO AWARD A CONTRACT TO ANY PROPOSER. NEITHER THE DEPARTMENT NOR THE SFA HAS ANY FINANCIAL OBLIGATION TO ANY PROPOSER. IN ADDITION, EACH PROPOSER UNDERSTANDS AND AGREES THAT NEITHER THE DEPARTMENT NOR THE SFA SHALL BE RESPONSIBLE FOR ANY EXPENSES AND COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP. EACH PROPOSER WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THE PROPOSER’S COST AND EXPENSE.

D. ADDENDA

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

E. SUBMISSION OF PROPOSALS

The following items explain the format requirements for proposal preparation and submission. The SFA reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Proposals and price information shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the proposer. The person signing the proposal shall initial alterations or erasures in ink.
- At least one proposal must bear an original signature.
- Three (3) [adjust as needed] copies of the proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: “RFP--School Food Service” with the date and time for opening.
- No oral, telephonic, electronic or facsimile proposals will be accepted.
- Proposals including pricing information must be received by [______________]. Late proposals or modifications will not be accepted.

F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

Proposer must include in the proposer’s cover letter a statement accepting all terms and conditions included herein.
G. **PRICE**

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the contract. SFA retains the right to negotiate price and terms with top ranked offerors. Any unspecified costs shall be borne by the contractor. OAR 581-051-0570.

H. **PUBLIC RECORDS**

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the SFA and made part of a file or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

I. **INVESTIGATION OF REFERENCES**

The SFA reserves the right to investigate the references and past performance of any proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The SFA may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete the investigation. The SFA reserves the right to reject any or all proposals at any time prior to the execution of a contract.

J. **RECYCLED PRODUCTS**

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

K. **PROPOSAL EVALUATION PLAN**

Proposals shall be thoroughly reviewed and subjected to an impartial evaluation. An evaluation plan shall be prepared prior to the receipt of any proposals. Among the items that would be included in that plan are:

- Information on Evaluation Team – the size of the evaluation team, the expertise needed on the evaluation team, and the names of the team members.

- Scoring System – the scoring system that will be used to evaluate the proposals. This would include the standards to be applied, the relative ranking of each standard, and how the score will be calculated, i.e., the sum of the individual team scores or an average of the total team score.

- Ancillary Materials – development of scoring sheets, composite scoring forms, and any other forms or letters that may be needed. The scoring sheets should contain the evaluation criteria, standards to be applied, scoring columns and room for comments.
The individuals who will be evaluating the proposals should have sufficient knowledge of the goals of the SFA, experience in school food service or congregate feeding, financial management experience (of food service, if possible), and experience in evaluating proposals. It is recommended that the SFA invite the SA to attend the evaluation of the proposals.

L. POST-SELECTION REVIEW

Competing proposers shall be notified in writing of the selection of the apparent successful proposer and shall be given five (5) calendar days to review the RFP file and evaluation report at the SFA office. Any questions or concerns about the selection process must be in writing and must be delivered to:

[Name and address of SFA official]

The SFA will promptly respond to proposer questions or concerns. The decisions of the SFA are final.
III. REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL

A. MANDATORY ITEMS

THE FOLLOWING ITEMS 1 - 6 ARE TO BE SUBMITTED WITH ALL PROPOSALS. PROPOSALS NOT CONTAINING ALL APPLICABLE ITEMS WILL BE REJECTED.

1. **Cover Letter.** The Proposer must submit a cover letter, which contains a brief explanation of the features of the proposal. The Proposer must include the telephone and facsimile numbers of an authorized representative of the FSMC. The cover letter should acknowledge receipt of any amendments or modifications to the RFP.

2. **Completed Certificate of Independent Price Determination (Appendix A)**

3. **Certificate of Suspension and Debarment—if applicable (Appendix B)**

4. **Certification of Clean Air and Water – if applicable (Appendix C)**

5. **Certification Regarding Lobbying –if applicable (Appendix D)**

6. **Buy American Provision-(Appendix E)**

7. **Financial Terms:** Complete as to all price terms, methods of determining costs, rebates, methods of allocating expenses, methods of determining meal equivalents, and all formulas for computing per meal fee. To the extent relevant in determining financial terms, this shall include FSMC estimates of the number of school days, number of students, number of meals, and number of meal equivalents anticipated for the term of the contract, and the number of meals to be provided for CACFP Afterschool At-Risk Programs, child care center(s) and/or Head Start programs and Summer Food Service Programs either operated by the SFA or operated independent of the SFA. NSLP Meal equivalents shall be determined by adding the current school year free meal reimbursement rate, plus commodity value to determine the meal equivalency rate. (Example: $2.21 plus $0.16 equals $2.37 or total Ala Carte dollars divided by 2.37 equals total lunch equivalents. CACFP, Afterschool At-risk and Head Start program meals cannot be included in NSLP meal equivalent calculations. These programs require separate accountability

8. **Menu Cycle.** A 21-day menu cycle must be attached as an appendix to the RFP for Child Nutrition Programs included in the proposal (NSLP, SFSP, CACFP). The menu cycle shall be used as a standard for the purpose of determining average cost per meal. The menu must be adhered to for the first 21 days of meal service, and changes thereafter may be made upon approval of the SFA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.

9. **Schools to be served.** A list of the individual named schools and sites within the jurisdiction of the SFA that the FSMC proposes to serve in the contract must be specified, and any vended meal contracts that may apply.

10. **Other facilities to be served.** A list of CACFP Afterschool At-Risk Programs, child care centers and/or Head Start Programs within the jurisdiction of the SFA or operating independent of the SFA but purchasing meals from the SFA.
IV. SCOPE OF WORK

1. OVERVIEW OF __________ SCHOOL DISTRICT FOOD SERVICE

A. Scale. The SFA employs [__] persons and provides food service to approximately [_____] children at [_____] sites, including [_____] schools, [_____] SFSP feeding sites, [_____] CACFP Afterschool At-Risk feeding sites, and [_____] CACFP child care centers or Head Start programs. The food service prepares approximately [_____] meals annually.

B. Responsibilities. The responsibilities of the food service include the following:

a) Preparing and serving meals and meal supplements (snacks) to students and participants in the National School Lunch and Breakfast Programs.

b) Preparing and serving meals and meal supplements (snacks) to students, and participants in SFSP, CACFP Afterschool At-Risk child care or Head Start programs;

c) Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the SFA;

d) Purchasing food and supplies;

e) Purchasing, maintaining and repairing all equipment used in the kitchen;

f) Maintaining all kitchen areas and working environments in a safe and sanitary condition;

g) Complying with all health requirements including blood pathogen training, safety, and sanitation requirements;

h) Maintaining full and complete financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principals.

C. Financial Requirements. The Food Service will be run on a cost effective basis so as to be self-supporting.

D. Management Goals. The Food Service will provide nutritional, high-quality meals and snacks [delete if inapplicable] to students and participants in SFSP, CACFP Afterschool At-Risk Programs and Child Care Centers and Head Start programs [delete any if inapplicable], accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

E. Schools and other facilities served. The Food Service department provides regular food service at [_____] sites, and occasional service at other sites as requested or required.

[Provide specific information, as applicable]

F. Food Service Office and Staff. The food service office is located at [__________].

G. National School Lunch Program and School Breakfast Program. Provide specific information, as applicable, regarding the USDA menu planning option used at each site offering reimbursable meals or snacks.

H. Summer Food Service Program. Provide specific information, as applicable, regarding the USDA menu planning option used at each site offering reimbursable meals or snacks. Provide menu records as required by SFSP regulations. FSMC administration of this program is not permitted. Meals may be vended only and no management fees shall be included in the per meal charge.

I. Child and Adult Care Food Program. (SFA Afterschool At Risk Snacks/Suppers, Child Care Centers or Head Start Programs) Provide menu records as required by CACFP regulations. Provide specific information, as applicable, regarding the USDA menu planning option used at each Afterschool At Risk
Snacks and Suppers sites offering reimbursable meals or snacks. FSMC administration of these programs is not permitted. Meals may be vended only, and no management fees shall be included in the per meal charge.

2. DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR (FSMC):

a. **General.** The Contractor or “FSMC” (Food Service Management Company) selected pursuant to this request for proposals will provide management and supervision of the SFA Food Service Department. The Food Service must be managed so as to efficiently and effectively fulfill the responsibilities described, and so as to achieve the Management Goal and Financial requirements described in Section 1 above.

b. **Financial Guarantee.** The Food Service shall be managed so as to be self-supporting. The total of all direct operating costs (including costs of food, supplies, wages, benefits, maintenance and all other direct costs) must not exceed total program revenues (including sales and reimbursement under federal programs). If the Program experiences operating losses, the FSMC shall be required to reimburse the SFA in an amount commensurate with the variance for those costs under their control.

c. **Commodity Value.** The FSMC shall determine a per meal cost as if no commodities were available and must reduce the monthly invoice amount by the value of the USDA-donated commodities used.

d. **Rebates.** All rebates from the purchase of food, beverages, merchandise and supplies from local, regional and national suppliers and distributors must be passed through to the SFA. Operating Expenses shall be net of these rebates and clearly indicated on invoices presented to the SFA for payment.

e. **Capital Improvements.** The cost of capital improvements to the kitchen facilities shall be borne by the SFA and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain in the SFA. No substantial capital improvements are anticipated for the [_____] school year.

f. **Food Service Supervisor.** The FSMC will employ a qualified professional to manage and oversee the food service operation, and to supervise all food service employees. The FSMC shall select and appoint the Food Service Supervisor with the participation and consent of the SFA.

g. **Employees.** All non-management food service employees may be and may remain employees of the SFA. The FSMC Food Service Supervisor may direct and supervise SFA food service employees.

h. **Staffing Changes.** 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.

i. **Reports.** The FSMC shall periodically provide the SFA with financial and management reports accurately reflecting the status of the food service operation. Such reports shall be in a format acceptable to the SFA and in sufficient detail to allow independent verification if requested by the SFA. All problems and difficulties, which may impair the FSMC’s ability to fulfill the financial and management goals described herein, shall be promptly reported to the SFA, so that the SFA may work with the FSMC toward resolution.
j. **Survival of Terms.** The terms of this section IV “Scope of Work” shall supersede any conflicting provision of the contract executed between the SFA and the Contractor (FSMC) pursuant to this RFP.
Attachments:

- 21-Day Cycle Menu (Elementary and Secondary, if applicable) by program type
- Product Choices
- Certificate of Independent Price Determination
- Suspension and Debarment Certification
- Clean Air and Water Certificate
- Buy American Provision
- Certification Regarding Lobbying
- List of Schools/Sites
- Contract Days
- Food Service Staffing Hours and locations
- Total Paid-Free-Reduced Price Meals and Snacks to be Served
- Total SFSP Meals and Snacks to be Served
- Total CACFP Afterschool At-Risk, Child Care and Head Start Meals to be Served
Appendix A – Certificate of Independent Price Determination
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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<th>NAME OF FOOD SERVICE MANAGEMENT COMPANY</th>
<th>NAME OF SCHOOL FOOD AUTHORITY</th>
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(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

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

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

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

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

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

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<th>SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE</th>
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<th>DATE</th>
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In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

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NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT
NOTE: THIS CERTIFICATE MUST BE COMPLETED FOR ALL NEW AND RENEWAL CONTRACT YEARS WHEN THE CONTRACT EXCEEDS $100,000.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 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.

Organization Name       PR/Award Number or Project Name
__________________________________________________________________________________________
Names(s) and Title(s) of Authorized Representative(s)
__________________________________________________________________________________________
Signature(s)                          Date
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the 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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Appendix C -- Clean Air and Water Certificate

NOTE: THIS CERTIFICATE MUST BE COMPLETED FOR ALL NEW AND RENEWAL CONTRACT YEARS WHEN THE CONTRACT EXCEEDS $100,000.
CLEAN AIR AND WATER CERTIFICATE

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

_________________________________________  __________________________________________
NAME OF FOOD SERVICE MANAGEMENT COMPANY    NAME OF SCHOOL FOOD AUTHORITY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).


C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

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Appendix D

Certification Regarding Lobbying
Disclosure of Lobbying Activities

(Complete the form that is applicable)

NOTE: THIS CERTIFICATE MUST BE COMPLETED FOR ALL NEW AND RENEWAL CONTRACT YEARS WHEN THE CONTRACT EXCEEDS $100,000.
CERTIFICATION REGARDING LOBBYING

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____________________________________________
_____________________________________________
_____________________________________________
Name/Address of Organization

_____________________________________________
Name/Title of Submitting Official

________________________  __________________________
Signature        Date
## DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure)

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<tr>
<th><strong>1.</strong> Type of Federal Action: _____</th>
<th><strong>2.</strong> Status of Federal Action: _____</th>
<th><strong>3.</strong> Report Type: _____</th>
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<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
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<td>b. grant</td>
<td>b. initial award</td>
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<td>c. cooperative agreement</td>
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<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**For Material Change Only:**

- Year ________
- Quarter _____
- Date of Last Report _________

<table>
<thead>
<tr>
<th><strong>4.</strong> Name and Address of Reporting Entity:</th>
<th><strong>5.</strong> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ Prime</td>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td>_____ Subawardee</td>
<td></td>
</tr>
<tr>
<td>_____ Tier, if known:</td>
<td></td>
</tr>
</tbody>
</table>

**Congressional District, if known:**

<table>
<thead>
<tr>
<th><strong>6.</strong> Federal Department/Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>7.</strong> Federal Program Name/Description:</th>
</tr>
</thead>
</table>

**CFDA Number, if applicable:** ________________

<table>
<thead>
<tr>
<th><strong>8.</strong> Federal Action Number, if known:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>9.</strong> Award Amount, if known:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>10a.</strong> Name and Address of Lobbying Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, middle)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>10b.</strong> Individuals Performing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including address if different from No. 10a.) (last name, first name, middle)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>11.</strong> Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
<tr>
<td>___ Actual ___ Planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>12.</strong> Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ a. cash</td>
</tr>
<tr>
<td>___ b. in-kind; specify:</td>
</tr>
</tbody>
</table>

**Nature ____________________________**

**Actual ____________________________**

<table>
<thead>
<tr>
<th><strong>13.</strong> Type of payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ a. retainer</td>
</tr>
<tr>
<td>___ b. one-time fee</td>
</tr>
<tr>
<td>___ c. commission</td>
</tr>
<tr>
<td>___ d. contingent fee</td>
</tr>
<tr>
<td>___ e. deferred</td>
</tr>
<tr>
<td>___ f. other; specify:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>14.</strong> Brief Description of Services Performed or to be Performed and Date(s) of Service,</th>
</tr>
</thead>
<tbody>
<tr>
<td>including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>15.</strong> Are Continuation Sheet(s) SF-LLL-A Attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes (Number ________) No ____________________</td>
</tr>
</tbody>
</table>

**Signature: ______________________________________**

**Print Name: ______________________________________**

**Title: __________________________________________**

**Telephone: ______________________________________**

**Date: __________________________________________**

Federal Use Only:

Authorized for Local Reproduction Standard Form -- LLL
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of 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. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional 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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check all 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. If yes, list number of sheets.

The certifying official shall sign and date the form; print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.
United States Department of Agriculture  
Food and Nutrition Service  
Western Region

This policy memo reinforces a memo on the “Buy American” provision our Child Nutrition Division sent to State agencies on January 9, 2002.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

The legislation defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

USDA published regulations implementing these requirements on September 20, 1999, in the Federal Register. Nevertheless, the domestic food industry continues to express concerns that local program operators continue to use program funds to purchase foreign agricultural products. In response to this concern, report language accompanying the Agriculture Appropriations Act for Federal Fiscal Year 2002 requires USDA to report to Congress on its activities directed toward enforcing the Buy American provision.

Given the importance that Congress attaches to the “Buy American” provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. In addition to including the “Buy American” provision in bid specifications to ensure compliance, local operators should remind vendors and distributors of the requirement, and examine product packaging for country of origin.

Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

If you have any questions regarding this policy memo, please contact your team in Child Nutrition.

Janet Allen

JANET ALLEN, Director  
Special Nutrition Programs  
Western Region

cc: WRO Advocates