PROPOSAL REQUIREMENTS AND SPECIFICATIONS

FOR

FOOD SERVICES

FOR

LEWIS COUNTY JUVENILE DETENTION

360 NW North MS JUV01

Chehalis, WA 98532

PROPOSAL DEADLINE: June 2, 2010 5:00 p.m.

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INDEX OF PROPOSAL DOCUMENTS

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NOTICE OF REQUEST FOR PROPOSALS

The Lewis County Juvenile Court (County) is accepting written food service proposals from qualified food service management companies (FSMC) to provide food services according to County specifications. Proposal documents are available in printed and electronic form by contacting Juvenile Court at 360-740-2621 or on the Lewis County website: http://lewiscountywa.gov
Proposals shall be filed with:

Holli Spanski, Administrator
Lewis County Juvenile Court
360 NW North Street MS:JUV01
Chehalis, WA 98532
(360) 740-2621
FAX (360) 748-2258

Sealed proposals must be received no later than 5:00 pm, June 2, 2010. Proposals received after scheduled closing cannot be considered.

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

An optional pre-proposal conference will be held on May 14, 2010 at10:00am at The Juvenile Justice Center: 1255 SW Pacific Avenue Chehalis, WA 98532. Each FSMC is limited to a maximum of three representatives. The conference will include tours of the facility. The purpose of this conference is to answer questions related to our food service program and tour selected serving sites.

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

Lewis County Juvenile Court
c/o Lewis County, Washington
Published: May 3 and My 10 2010
Submitted by: Holli Spanski

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INSTRUCTIONS TO FSMC (CONTRACTOR)

1.0 NOTICE TO FSMC (CONTRACTOR)

1.1 Proposals are invited by the Lewis County Juvenile Court for **FOOD SERVICES FOR THE LEWIS COUNTY DETENTION CENTER.** PROPOSALS WILL BE RECEIVED until 5:00 pm June 2, 2010 at the Lewis County Juvenile Court, 360 NW North Street MS:JUV01, Chehalis, Washington 98532. It is the sole responsibility of the proposer to see that its proposal is received at the designated place prior to the time set for termination of receiving proposals.

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1.2 Before submitting its proposal, each FSMC (Contractor) shall become fully informed as to the specifications and requirements of this RFP. The failure or omission of the FSMC (Contractor) to receive or examine any form, instrument, and addendum or acquaint itself with existing conditions shall in no way relieve the FSMC (Contractor) from obligations with respect to its proposal. The County will in no case be responsible for any loss for any unanticipated costs, which may be suffered by the FSMC (Contractor) as a result of the FSMC's (Contractor's) failure to be fully informed in regard to all conditions pertaining to the completion of the contract. The tender of a proposal carries with it the agreement to all terms and conditions referred to herein, and no inconsistent terms will be permitted in the contract. **Please note that FSMC's (Contractor's) proposal and contract shall comply with the RFP and with all of the NSLP regulations listed on pages C-4 through C-8.**

1.3 At any time prior to the scheduled closing time for receipt of proposals, any FSMC (Contractor) may withdraw its proposal. No proposer may withdraw or alter its proposal after the time set for opening thereof, unless award of contract is delayed for a period of more than forty-five (45) days from the date of opening. Any proposals received after the scheduled closing time will be returned to the proposer unopened.

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

2.0 PROPOSALS

Proposals, to be entitled for consideration, must be in accordance with the following instructions:

2.1 FSMCs (Contractors) are required to use the enclosed proposal forms and supply all information in the format requested. Alternatives may be submitted along with the proposal; however, any alternatives should be fully described therein.

2.2 The proposal must be submitted in a sealed opaque envelope addressed to the Lewis County Juvenile Court, 360 NW North Street MS:JUV01, Chehalis, Washington 98532 by the time and date specified or delivered by hand to The Juvenile Justice Center at 1255 SW Pacific Avenue Chehalis, WA 98532. The name and address of the FSMC (Contractor)

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and "Food Service Proposal" must appear on the outside of the envelope. The FSMC (Contractor) must submit one (1) original and two (2) copies of its proposal.

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2.3 The proposal must bear the title and signature in long hand of a person duly authorized to sign the proposal. If the proposal is made by a partnership or joint venture, it shall be so stated, and it shall contain the names of each partner and shall be signed in the firm name, followed by the signatures of the partners. If the proposal is made by a corporation, it shall be signed by the name of the corporation followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation.

2.4 Any erasures, inter-lineation or other corrections in the proposal must be initialed by the person(s) signing the proposal.

2.5 Interpretation of Proposal Documents and Addenda.

If any FSMC (Contractor) or interested person contemplating submitting a proposal for the proposed service is in doubt as to the true meaning of any part of the instructions and specifications, he/she may submit to the County a written request for an interpretation to:

Lewis County Juvenile Court
Att. Holli Spanski
360 NW North St MS:JUV01
Chehalis, WA 98532

FAX: 360-748-2258

All such requests must be received in writing no later than 5:00 pm, May 26, 2010. Any requests received after that date will be summarily ignored and will receive no response. The person or entity submitting the request will be responsible for its prompt delivery and confirmation of receipt.

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Any interpretation, correction, or other change of the specifications will be made solely at the County's option. Any interpretation, correction, or change judged by the County to be necessary, will be issued in writing and will become an addendum to the proposal specifications and procedures. The addendum will be provided, by mail or by fax, to all FSMCs (Contractors) or persons interested in proposing who have provided the Court Administrator, in writing, with a mailing address and/or fax number.

The County disavows and denies responsibility for any other explanations or interpretations of the proposed documents.

2.6 On the date and time by which proposals are to be submitted, the County intends to open the proposals and prepare a list of proposals that will be immediately available to all proposers. At the opening, the County will announce the name of each proposer and generally describe the contents of each proposal.

3.0 PROPOSAL COSTS

All costs, directly or indirectly related to preparation of a response to the proposal invitation or any oral presentation required to supplement and/or clarify a proposal which may be required by the County shall be the sole responsibility of and shall be borne by the FSMC(s) (Contractor(s)).

4.0 INDEMNIFICATION

FSMC (Contractor) shall protect, defend, indemnify and hold harmless the County and its agents, employees, consultants, successors and assigns from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the work or services or from any act or omission of the FSMC (Contractor), its agents, any of its subcontractors of any tier, and anyone directly or indirectly employed by them. The FSMC (Contractor) accepts liability caused by FSMC (Contractor) negligence for claims assessed as a result of federal/state reviews/audits, corresponding with the County's period of liability. The FSMC (Contractor) accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

5.0 PROPOSALS A PART OF CONTRACT

The NOTICE OF REQUEST FOR PROPOSALS, INSTRUCTION TO FSMCs (CONTRACTORS), GENERAL REQUIREMENTS, SPECIFICATIONS, AND PROPOSAL SUBMITTALS are part of all contracts and purchase orders that are issued as a result of this proposal. It is understood by each FSMC (Contractor) that tender of this proposal carries with it the implied agreement to all the terms and conditions contained herein, and no inconsistent terms shall be incorporated in the contract between the successful proposer and the County.

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GENERAL REQUIREMENTS

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1.0 SCOPE

1.1 Currently, the Jail Facility FSMC prepares food for all juvenile detainees and detention staff in the Juvenile Detention Facility. The Juvenile Detention Facility participates in the National Lunch Program (NSLP), and School Breakfast Program (SBP). It is the intent of the Lewis County Juvenile to seek proposals from qualified food service management companies (FSMC) for the intent of selecting a FSMC (Contractor) to manage and operate the Juvenile Detention Facility food service program. The County wishes to enter into a contract with the successful FSMC (Contractor), hereafter referred to as the FSMC (Contractor), to provide a food service program for the Facility for a period of one year with up to four one-year renewals, beginning July 1, 2010. The purpose of this document is to obtain proposals from prospective FSMCs (Contractors), to establish the terms of any subsequent agreement, and to obtain as complete data as possible from which the FSMC (Contractor) will be selected. FSMC (Contractor) will be selected from the prospective FSMCs (Contractors) that are judged by the County to be best able to meet the criteria considered in the selection process and are judged most advantageous to the County.

1.2 The successful FSMC (Contractor) shall conduct the Food Service Program(s) in a manner that best fulfills the following program objectives:

- To provide nutritious and cost effective meals to detainees and corrections staff.
- To maintain youth, and staff morale at a high level.
- To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
- To maintain a stable, well-trained, and supportive food service staff.
- To work closely and effectively with the Facility.
- To provide an appealing and nutritionally sound program for youth as economically as possible.
- To increase the awareness of youth, parents, staff and the community of the advantages of sound food services program.
- To promote educational value and nutritional awareness wherever the food service operation can interface with the Juvenile Facility programs

1.3 The Lewis County Juvenile Court operates a fully secured juvenile detention operation that provides breakfast, lunch, and dinner 365 days per year to incarcerated youth. The successful Contractor will meet the guidelines established by the Federal Government for the National Lunch Program and the School Breakfast Program for breakfast and lunch for the juvenile detainees.

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2.0 CONTRACT PERIOD

The initial contract period shall commence on July 1, 2010 or date of award, whichever is later, and end on June 30, 2011. The contract may be renewed at the County's option for up to four additional one-year periods as allowed by federal and state regulations. The total contract period shall not extend beyond June 30, 2015. An addendum, approved by both parties, may be used to make minor modifications to the contract. Minor modifications do not substantially change the scope of the contract.

3.0 TERMINATION OF CONTRACT

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3.1 Non-compliance with the terms of this specification and ensuing contract can result in termination of the contract.

3.2 Either party may terminate the contract for cause at any time by giving sixty (60) days written notice to the other party of its intention to terminate the contract. Further, the FSMC (Contractor) shall provide written notice to the County, 60 days prior to the annual renewal date, of its intent to renew the contract.

3.3 The County may terminate the contract for convenience at any time by giving sixty (60) days written notice to the FSMC (Contractor) of its intention to terminate the contract.

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3.4 In the event of termination, the County will not be obligated to compensate the FSMC (Contractor) for any work undertaken after the date of termination. The FSMC (Contractor) shall be liable for any damages incurred by the County due to non-compliance.

4.0 FSMC (CONTRACTOR) QUALIFICATION

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4.1 At the time of proposal opening, the successful proposer must be an established and qualified FSMC (Contractor) with personnel and business structure in place to perform all requirements in the event of award. Each FSMC (Contractor) must submit for consideration such record of work and further evidence as may be required by the County regarding experience and ability in similar work, a statement showing financial standing, and assurance that the FSMC (Contractor) has provided or will promptly provide suitable labor and materials to satisfactorily complete the work specified. Failure to furnish such a record of work and evidence of capacity, the inclusion of any false or misleading statements therein, or the omission of any important part thereof, shall be sufficient cause for the rejection of the proposal.

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Deleted: .4 FSMC (Contractor) is required to attend a mandatory pre-proposal conference to be held at the following location and time:

Date: _____

Time: _____

Location: Lewis County Juvenile Detention Facility
1255 SW Pacific Street
Chehalis, Washington 98532

This pre-proposal conference is mandatory and will include a tour of facilities conducted by the County. This will be the only on-site tour scheduled. All questions will need to be submitted in writing, and will be answered in the same manner and distributed to all FSMCs via email. Please note all questions must be received by the stated deadline.

4.2 FSMC (Contractor) must be licensed to conduct business in the state of Washington.

4.3 FSMC (Contractor) must have successful prior experience providing similar contracted food service activities with facilities of similar volume and enrollment.

44.5 By submitting a proposal, the FSMC (Contractor) acknowledges that the County has no obligation to contract unless in its sole opinion it is in its best interest to do so.

5.0 DISQUALIFICATION OF FSMC (CONTRACTOR)

More than one proposal from a FSMC (Contractor) under the same or different names will not be considered, although proposers are permitted to propose either or both types of contracts described herein.

Reasonable grounds for believing that any FSMC (Contractor) has vested interest in more than one proposal will cause the rejection of all proposals in which such is the case. The prohibition against the submission of more than one proposal shall be interpreted to include proposals from all forms of ownership and affiliation including, but not limited to, parent, and subsidiary corporations whether wholly owned or majority interest, joint ventures and partnerships having common partners and individuals presenting separate proposals. Any or all proposals will be rejected if there is reason to believe that collusion exists among FSMCs (Contractors) and no participant in such collusion will be considered in future proposals for specified services.

6.0 ASSIGNMENT

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No part of this award may be sub-contracted without the prior approval of the County. The successful FSMC (Contractor) shall not assign any portion of the contract nor may a right in regard thereto be conferred on any third person by any other means without prior written consent of the County. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

7.0 PERFORMANCE BOND

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7.1 The interested FSMC (Contractor) must be willing and able to provide a performance bond in the full amount of the one-year contract should the contract be awarded. A statement from an acceptable bonding or surety company must be included with the submittal data. Acceptable bonding company will have a Best's rating of "A" or better and must be licensed to conduct business in the state of Washington.

7.2 The FSMC (Contractor) shall, within ten (10) calendar days after receipt of the prepared Contract and before commencing the work, furnish a performance bond as described in 7.1 above. The Contract shall not be binding until such bond is so furnished and approved by the County, and, if not so furnished within ten (10) days, the County may, at its option, determine that the FSMC (Contractor) has abandoned the Contract.

8.0 CERTIFICATE OF INSURANCE

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The FSMC (Contractor) shall maintain, as a direct cost of operation, the following minimum insurance coverage while performing services hereunder. The policy(s) will provide for at least thirty (30) days written notice of cancellation or material alteration of coverage to be given to the County. The County shall receive, on the effective date of the Contract, a certificate(s) of insurance verifying the coverage and naming the County as co-insured.

8.1 Comprehensive General Liability with Bodily Injury and Property Damage limit of $1,000,000 per occurrence/aggregate. This will include coverage for all premises, Contractual Liability, Personal Injury Liability, and Products/Completed Operation Liability.

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8.2 Worker's Compensation insurance to cover the FSMC (Contractor's) employees.

9.0 OSHA AND WISHA REQUIREMENTS

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The FSMC (Contractor) agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued thereunder and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. The FSMC (Contractor) further agrees to indemnify and hold harmless the County from all damages assessed the County as a result of FSMCs (Contractors) failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

10.0 STATE AND FEDERAL REGULATIONS (Also see Sections 15.5 and 15.6)

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10.1 All services offered under this proposal shall be in accordance with all applicable local, state and federal laws and regulations regarding but not limited to equal opportunity employment, prevailing wages, overtime compensation, licensing and training of FSMCs (Contractors) employees, sanitation, and quality and quantity of materials supplied.

10.2 The FSMCs (Contractors) must sign and comply with the terms of the attached affirmative action contract requirements. Failure to sign this contract shall be cause for rejecting proposals.

10.3 The proposal and contract offered must comply with all Federal and State requirements pertaining to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Special Milk Program, Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) (7 CFR Parts 210, 215, 220, 225, 226, 250, 3015, 3017, 3018 and OMB Circular No. A-102, Attachment O) for those meals prepared for juvenile detainees. In addition, FSMC's (Contractor's) proposal and contract shall comply with the "Final Rule," requirements of 7 CFR Part 250 for "Management of Donated Foods in Child Nutrition Programs, the Nutrition Services.

10.4 The FSMC (Contractor) must comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Energy Policy and Conservation Act, Executive Order 11738 and EPA regulations. Violations will be reported by Federal Nutrition Services (FNS), and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities.

10.5 The FSMC (Contractor) agrees to the "Buy American" provision in compliance with Section 12 of the National School Lunch Act 42 USC 1760.

10.6 The County shall maintain approval and signatory responsibility for free meals and free milk in accordance with 7 CFR Part 245. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations and verification of applications for free and reduced-price meals.

11.0 SITE INSPECTION

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The County reserves the right to inspect the FSMC's (Contractor's) facilities and other food service operations under its management prior to any award of this contract.

12.0 CONCURRENT OPERATIONS

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Because other activities of the Facility will be proceeding at the same time as the work covered by this contract, the FSMC (Contractor) shall cooperate with the Facility's representative to ensure that all contract work progresses in a manner which does not conflict with the operation of the facility.

13.0 TAXES

Taxes, whether state or federal SHALL NOT be included in the proposal.

13.1 The Facility is exempt from federal excise taxes and shall not be included in the proposal.

13.2 Washington State sales tax, when applicable, should be added as a separate item on invoices only, not to be included in the proposal.

14.0 AWARDS

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14.1 The County reserves the right to reject any or all proposals and/or call for new proposals. Any award will be made on the basis of the County's subjective evaluation of the proposals against the stated evaluative criteria/factors. The County intends to award to the FSMC (Contractor) whose proposal is judged by the County, in its sole and absolute judgment, to be most advantageous to and will best serve the interests of the County.

14.2 The County will evaluate each proposal based upon the following significant factors, which are summarized below. The County's evaluation will be final.

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Factor Number	Maximum Rating Points	Factor Description
1.	50	The experience, ability, management skills, inter-personal skills, work record and other attributes of the proposed on-site director.
2.	40	Financial Pro Forma; Proposed amount of management and administrative fees; Proposed contract and financial structure; Projected overall program financial results.
3.	30	21 day cycle menu.
4.	20	Experience, ability, responsibility and work record of the FSMC (Contractor) in management of food service programs.
5.	15	References of present and prior food service contracts in the state of Washington.
6.	15	Nutritional marketing, communication plan, and menu planning option (see Specifications at section 2.0 Meal Services).
7.	10	Employee training and development plan.
8.	10	Purchasing specification and purchasing power.
9.	5	Support for clean preparation areas and safe food.
10.	5	FSMC's (Contractor's) accounting and reporting system.
	200	Total Possible Points

If a proposer receives a score of less than 10% of the available rating points for a factor, the County in its discretion may disqualify that proposal.

14.3 A review of all proposals will be made by the County. The proceedings of the County will be conducted at its sole discretion. The County intends to interview finalists selected based upon its initial evaluation of the proposals, and it may also conduct site visits. Proposers are urged to communicate with the County solely through the process established in this RFP. Informal or unilateral communications to the County are strongly discouraged and will be considered a negative or disqualifying factor by the County. The County intends to consider the information at its disposal, including but not limited to the proposals, any interviews and site visits, and reference checks, to make an administrative recommendation regarding award of the contract to the County. The final decision regarding award of contract will be made by the County.

14.4 **Protest Procedures**

1. Procedure**.** A proposer protesting for any reason the RFP, an RFP procedure, the County's objection to the proposer or a person or entity proposed by the proposer, the award of the contract or of any other aspect arising from or relating in any way to the RFP shall cause a written protest to be filed with the County within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which proposals are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting proposer, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

   Holli Spanski, Administrator
   Lewis County Juvenile Court
   360 NW North Street MS:JUV01
   Chehalis, WA 98532
   (360) 740-2621

2. Consideration**.** Upon receipt of the written protest, the County will consider the protest. The County may, within three (3) business days of its receipt of the protest, provide any other affected proposer(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the County and the protesting proposer, the Administrator of the Facility or designee will review the issues and promptly furnish a final and binding written decision to the protesting proposer and any other affected proposer(s) within six (6) business days of the County's receipt of the protest. (If more than one protest is filed, the County's decision will be provided within six (6) business days of the County's receipt of the last protest.) If no reply is received from the County during the six-business-day period, the protest shall be deemed rejected.

3. Waiver**.** Failure to comply with these protest procedures will render a protest waived.

4. Condition precedent**.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

15.0 FORM OF CONTRACT

15.1 Proposers may submit proposals based on either a cost-reimbursable contract or a fixed price contract or may submit proposals based on each type of contract. Contracts that permit all income and expenses to accrue to the FSMC (Contractor) and ''cost-plus-a-percentage-of-cost'' and ''cost-plus-a-percentage-of-income'' contracts are prohibited. Contracts that provide for fixed fees such as those that provide for management fees established on a per meal basis are allowed.

15.2 The FSMC (Contractor) shall maintain such records as the County will need to support its federal Claim for Reimbursement, and shall, at a minimum, report claim information to the County promptly at the end of each month. Such records shall be made available to the County upon request and shall be retained in accordance with 7 CFR 210.23(c).

15.3 MANAGEMENT OF DONATED FOODS – FIXED-PRICE CONTRACTS -- **Required contract provisions in fixed-price contracts:** In accordance with 7 CFR 250.53, the following provisions relating to the use of donated foods must be included, as applicable, in a recipient agency's fixed-price contract with a FSMC (Contractor). Such provisions must also be included in procurement documents. The required provisions are:

15.4.1 A statement that the FSMC (Contractor) must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in Sec. 250.51(a);

15.4.2 The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;

15.4.3 The method of determining the donated food values to be used in crediting, in accordance with Sec. 250.51(c), or the actual donated food values;

15.4.4 Any activities relating to donated foods that the FSMC (Contractor) will be responsible for, in accordance with Sec. 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250;

15.4.5 A statement that the FSMC (Contractor) will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service;

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15.4.6 A statement that the FSMC (Contractor) will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal of better quality than the donated foods, in the recipient agency's food service;

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15.4.7 Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;

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15.4.8 Assurance that the FSMC (Contractor) will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

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15.4.9 Assurance that the FSMC (Contractor) will comply with the storage and inventory requirements for donated foods;

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15.4.10 A statement that the distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC (Contractor)'s food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

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15.4.11 A statement that the FSMC (Contractor) will maintain records to document its compliance with requirements relating to donated foods, in accordance with Sec. 250.54(b); and

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15.4.12 A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

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SPECIFICATIONS

1.0 SCOPE

To provide detention meal service including a School Lunch and Breakfast Program that includes, but is not limited to, the following:

- Provide management necessary to operate a quality food service program.
- Prepare specifications for food, supplies, and equipment.
- Direct the purchase and storage of raw food and supplies.
- Plan menus.
- Manage the preparation, and deliveryof food.
- Participate in nutrition education programs.
- Supervise food service preparation and serving staff.
- Manage personnel development and training.
- Provide adequate insurance coverage as specified.
- Conduct field audits to check selected daily records and controls.
- Provide periodic visits by responsible FSMC (Contractor) executives.
- Prepare weekly or monthly reports on operations.

- Supply information for the preparation of state, federal, and facility fiscal and management reports and other special reports as required.
- Administer operation in accordance with standard practice.

2.0 MEAL SERVICES

The FSMC (Contractor) will be responsible for the menu planning, purchasing, preparation and delivery of food, confections and beverages for the juvenile facility. The FSMC (Contractor) will be responsible for the management and operation of the food service on their premises, including but not limited to general supervision of food service areas, recruiting, interviewing, training and direction of food service employees. The FSMC (Contractor) will provide reimbursable meals for the Juvenile Facility each day that the Facility is open. "Reimbursable meals" are defined as those lunches and breakfasts or snacks that qualify for USDA reimbursement. The following serving days, estimated meal counts and meal equivalents budget shall be used by all FSMCs (Contractors) to construct the financial pro forma for juvenile detention:

Enter LEA #	21-302-9776

Base Year 2008-09	Lunch	Breakfast	Dinners	Snacks	Ala Carte
Serving Days	365	365	365		
Meals	4,945	4,970	5,000	0	
Dollars					$ 1,156
Ala Carte Conversion Factor					$ 2.93
Meal Equivalents	4,945	3,313		0	394

The Facility currently operates and prefers to continue operating under the traditional food based menu planning option. Method of service and portion sizes shall be recommended by proposers subject to the approval of the County, but as a minimum, shall meet USDA National School Lunch and Breakfast Program requirements for those meals served to the juvenile detainees.

2.1 Other Meal Services

The FSMC (Contractor) shall provide additional meal service as requested by the County such as modified diet meals when authorized in writing by the County medical staff. The prices and items to be served will be negotiated between the FSMC (Contractor) and the County. The FSMC (Contractor) shall not double bill the County for labor costs used to prepare program and special function meals.

2.2 Other Meal Program Information

The County reserves the right to add or delete locations of food service as conditions change.

The FSMC (Contractor) shall properly utilize USDA commodity foods, letters of credit or monetary payments in lieu of commodities to which the County is entitled. USDA foods are not to be used for special functions conducted outside the nonprofit facility food service (e.g., catered meals). The FSMC (Contractor) and County will agree to a method which delineates how the FSMC (Contractor) will pass the value of USDA donated foods to the County.

Meals must be prepared off-site but delivered ready to eat. The detention facility has no freezer capacity or reheating capacity. The quality of food as served shall be of such condition as to be pleasing, appealing, appetizing, palatable, and of such color, texture, size, shape, and temperature as is appropriate to the food items served.

3.0 PERSONNEL

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The FSMC (Contractor) shall employ a qualified manager to administer the food service operations and supervise all employees employed therein. All non-management food service employees shall be employees of the Contractor.

The FSMC (Contractor) shall employ a resident food service director to operate the Facility food service program and work in close liaison with the Facility. FSMC's (Contractor's) proposed director must have at least five (5) years experience in food service operations and at least two (2) years experience operating a School Lunch and Breakfast Program. The FSMC's (Contractor's) director must be available or attending to the contracted food service business at least forty (40) hours per week, on average.

The director's responsibilities will include, but shall not be limited to, providing the following:

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- Normal operating responsibilities.
- Short-range budget and financial planning.
- Long-range budget and financial planning.
- Weekly and/or monthly reports and financial data.
- Collaborating routinely with Facility management on food service operations such as menu planning and food service delivery.

FSMC (Contractor) will include in the proposal a suggested plan and schedule describing employee training with as much detail as possible, which FSMC (Contractor) would perform during the term of the contract.

It shall be the FSMC's (Contractor's) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

4.0 FOOD PREPARATION AND TRANSPORTATION

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Meals shall be prepared in the kitchen controlled by the FSMC (Contactor) and delivered in accordance with all applicable health and sanitary regulations. The FSMC (Contactor) shall work with the facility to ensure health certification requirements are met.

The cost of transporting prepared meals from agreed upon preparation locations to the Juvenile Detention Facility will be negotiated by the County. The preferred program would have a kitchen location within eight (8) miles of the Detention Facility located at 1255 SW Pacific Avenue Chehalis, WA. The Detention Facility has hot food trays and would arrange to transport food from the kitchen to the Facility within a ten (10) mile radius. Outside the eight (8) mile radius the FSMC (Contactor) would need to provide the food transportation. Food is currently transported two (2) times daily; breakfast in the am delivered in hot food trays along with a cold sack lunch and dinner in the pm delivered in the hot food trays. The Detention Facility has refrigeration for lunches and snacks but no freezer holding and no reheating equipment.

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The Facility will not pay for meals that are spoiled at the time of delivery, do not meet the detailed specifications for each food and menu item specified for the National School Lunch and Breakfast Programs, or do not otherwise fulfill the requirements of this contract.

5.0 PURCHASE AND INVENTORIES

The FSMC (Contractor) and the County shall jointly conduct an inventory count of all foods and supplies owned by the County and presently located at various kitchens and warehouses prior to initiation of the program. Inventories will continue to be the property of the County. Disposition and/or acquisition of capital equipment must be approved in advance by the County.

Procurement of supplies and equipment will comply with all state and federal laws applicable to bidding and purchasing. The FSMC (Contractor) will be responsible for purchasing and paying for all food supplies for County necessary for complying with this agreement on a reimbursable basis. The purchases and prices charged the County must be reasonable and necessary.

FSMC (Contractor) shall fully disclose all discounts, rebates, allowances, and incentives received by the FSMC (Contractor) from its suppliers. If the FSMC (Contractor) receives a discount, rebate, allowance, or incentive from any supplier, the FSMC (Contractor) must disclose and return to the County the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the County. All discounts, rebates, allowances, and incentives must be returned to the Lewis County Juvenile Court during a mutually agreed upon timeframe that is beneficial to the County.

All discounts, rebates, allowances, and incentives must be listed as a credit under food cost in the financial pro forma section of the proposal.

FSMC (Contractor) shall assume full control, protection, replenishment, storage, and issue of all foods and supplies contained in County's inventory.
All USDA commodities shall accrue to the benefit of the County and ownership shall remain with the County as required by USDA regulations.

Any silence, absence, or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.

6.0 FACILITIES AND EQUIPMENT

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The County is responsible for providing refrigeration for cold lunches and snacks. The County will provide hot meal transportation trays for delivery service within ten (10) miles. Equipment necessary to deliver hot food from a greater distance will be the responsibility of the FSMC (Contractor).

In the event the FSMC's (Contractor's) proposal calls for additional equipment or building modifications, this should be indicated in a plan included in the proposal along with costs, detailed descriptions, and locations. The County would be responsible for the purchase, delivery, and installation of said equipment.

The FSMC (Contractor) will be responsible for supervising cleaning and sanitation of all kitchen areas, food and supply storage areas, delivery equipment, and service line equipment including preparation equipment.

7.0 FINANCE AND ACCOUNTING

The FSMC (Contractor) will maintain a data information base from which the County will be provided weekly, monthly, quarterly, and annual reports in such detail as may be reasonably expected to manage the program.

The FSMC's (Contractor's) records, both costs and revenues, shall be made available for internal audit by County at any time, and annual audit upon reasonable notification.

Books and records of the FSMC (Contractor) pertaining to the facility food service operation shall be available as required by state and federal regulations for inspection and audit by either the County, state, or federal auditors. The facility food service operation books and records shall be retained for three years plus the current year or until any unresolved audits are closed per 7 CFR 210.23(c).

It will be the FSMC's (Contractor's) responsibility to recommend financial adjustments to the program and penalties for noncompliance.

Release of any financial information pertaining to the facility food service program will not be allowed except as arranged through and approved by the County.

The FSMC (Contractor) shall provide information for the preparation of state, federal, and County fiscal and management reports and other special reports as required by government regulations or County requirements. Preparation of lunch claims for reimbursement from the state or agency shall be the responsibility of the FSMC (Contractor), for review, approval, and signature by the County.

As required by NSLP, SBP, SFSP, and CACFP regulation, the County must retain signature authority for all aspects of the food service program.

The County shall retain control of the quality, extent, and general nature of its food service.

State sales taxes and federal excise tax are not to be included in any item of this proposal, for purposes of comparison. The Facility is exempt from Federal Excise Taxes.

8.0 CONTRACT COMPLIANCE

The contract shall comply with the federal and state regulations regarding school lunch, breakfast, summer food, and child care programs. Proposers should utilize $2.93 as the meal equivalent factor. The basis for computing this meal equivalency complies with OSPI Bulletin No. 011-10 Report 1800 and should be fully described by the FSMC (Contractor).

9.0 PROGRAM INFORMATION

Interested FSMCs (Contractors) are required to utilize the participation levels, meal prices, federal reimbursements, and state reimbursements as detailed in Program Information that enables the County to compare proposals from the various FSMCs (Contractors).

9.1 Participation/Prices:

Participation Categories	**Lunch Price/Meal**	**Daily Lunch Count**	**Breakfast Price/Meal**	**Daily Breakfast Count**
Youth	Free		Free	

Participation Categories	**Daily Lunch Serving Days**	**Daily Breakfast Serving Days**
Serving Days	365	365

9.2 NSLP and SBP Reimbursement Rates:

Category	**Federal Lunch**	**Federal Breakfast**	**Federal Snack**	**State Lunch**	**State Breakfast**
Free	$2.70	$1.46		$.034732	$.15
Reduced					
Paid					
USDA Commodities *	$.1950				

* Per average daily participation for lunch.

9.3 Serving Times/Program

NSLP/SBP Location	**FTE Enroll.**	**Lunch Srv Time**	**Brkfst. Time**	**Config**	**NSLP**	**SBP**	**Method***
Lewis County Juvenile Detention Facility	varies	11:30am	7am		X	X	Satellite

Dinner is delivered and served at 5:00pm.

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Notes:
NSLP = Indicates participation in the National School Lunch Program
SBP = Indicates participation in the National School Breakfast Program
* Indicates method of service:
Base base kitchen - preparing food for self and other facilities
Satellite receiving food prepared from a base kitchen

9.6 Allocation of Costs

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Utility costs *(heat, electricity, etc.)*	

All utility costs will be the FSMCs (Contractors) responsibility. Delivery Costs of prepared foods from base kitchen to schools, including fuel and vehicle costs	Negotiated – within 10 miles the County will provide delivery transportation

The County does have thermal tray containers for hot food transport within a ten (10) mile radius of the facility.

PROPOSAL SUBMITTALS

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PART I

The following minimum information must be supplied by the FSMC (Contractor) as a part of the proposal. It may be submitted in any written format, but each section must be properly labeled with the section headings given here. The FSMC (Contractor) should be aware of all the significant factors (see 14.0 Awards, page C-5) to be used in the evaluation process and FSMC (Contractor) Qualification requirements (see 4.0, page C-2) and information relative to these factors should be included in the proposal.

General Information

Name, address, telephone number, fax number, and business type of FSMC (Contractor). If a Corporation:

- When incorporated.
- State of incorporation.
- Date licensed to do business in the state of Washington.
- Names of principal officers (President, Vice President, Secretary, Treasurer).

If a partnership, include names of all partners and whether general or limited partners.

The last two annual reports or statements of net worth are to be included with the proposal. If not accompanied by the report of a certified public accountant, the reports must be signed by an officer of the FSMC (Contractor).

Experience and References

Explain in detail FSMC's (Contractor's) duration and extent of experience in the management of food service programs in fully secured jail or juvenile detention facility environment and with meeting meal pattern and nutrition standards required by USDA Child Nutrition Programs.

Include a list of facility food service programs comparable in size and scope to the Facility, presently operated, together with the address of each facility, the beginning year of operation, and name and title of facility administrator who has been designated liaison officer with food service.

List any facility account in the state of Washington where FSMC's (Contractor's) services have not been renewed or have been discontinued or terminated during the last three years; the name and title of facility administrator who was designated the liaison officer with food service, the reason why they were discontinued or terminated; and whether you are now serving them again.

Accounting and Financial

Describe complete accounting procedures for Internal accounting programs:

1. Inventory controls.
2. Accounting controls.
3. Method of recording, checking, and reporting sales and meals.
4. Internal audit.
5. Internal control of cash management.
6. Identify proposed accounting periods.
7. All regular accounting forms used with detailed explanations of their significance.

Proposal Bond must be submitted per General Requirements, page C-3, item 7.0.

Employee Experience, Training

List name and brief resume of food service director that would be assigned to the Facility food preparation. Provide, as part of the proposal, a description and names of the levels and roles of supervision maintained at facility, regional, and/or national headquarters.

Include in the proposal a suggested plan and schedule describing employee training and development programs, with as much detail as possible, that FSMC (Contractor) would perform during the term of the contract.

FSMC (Contractor) shall provide, as part of the proposal, a description and names of other support personnel available to the Facility at no additional cost.

Contract Offered

The County strongly prefers that the successful FSMC (Contractor) enter into a fixed price per meal contract with the Facility that embodies these specifications. Proposals for other contract structures must include an explanation of how quality will be maintained and how flexibility for special dietary needs will be addressed. These forms will not necessarily be the agreed final form of contract, which will be subject to modification by and negotiation with the County.

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The contents of the successful proposal will become part of the subsequent contract between the County and the FSMC (Contractor).

The County will attempt to negotiate with the selected firm a contract that the County considers is fair and reasonable. If the County is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will be terminated and the County will negotiate with lower-ranked firms until an agreement is reached or the process is terminated

Safety and Risk Management

The FSMC (Contractor) shall provide a detailed plan of food service program risk management.

The FSMC (Contractor) shall provide a detailed plan of Hazard Analysis Critical Control Point (HACCP) practices.

Food Service Program and Offerings

The FSMC (Contractor) shall provide information regarding nutrition marketing plans, general marketing plans, and communication plans.

A 21-day cycle menu for breakfast and lunch which complies with state and federal regulations shall be a part of the proposal. Changes thereafter to the menu require County approval. The FSMC (Contractor) agrees to implement menu changes proposed by the Facility.

PART 2

The following required information must be submitted on the forms appended to this section. A description of each form and page number is detailed here.

General Information

This information consists of general descriptive information and serves as the signature page for the proposal. Also included is the acknowledgment of receipt of addenda. This form is required only if addenda are issued (pages E-5 and E-6).

Financial Pro Forma

FSMC (Contractor) will provide as part of this proposal a projected operating budget plan for the first year of operation. Only state and federal funds and commodities shall be available to support costs. FSMC (Contractor) must use information provided in the specifications to prepare the Pro Forma. Details describing the basis for computing meal equivalents should be attached to this form (page E-7 and E-8). The basis for computing meal equivalency shall comply with OSPI Child Nutrition Services Bulletin No. 011-10 (Report 1800), dated March 17, 2010.

Food and Non-Food Prices

FSMC (Contractor) must describe ability to obtain favorable food costs on behalf of the Facility (page E-9).

FSMC's (Contractor's) Administrative and Management Fees

If the FSMC (Contractor) is proposing an administrative charge, either on a per meal or period cost reimbursement basis, the structure and basis for this per meal or period charge must be detailed on this form (page E-10). The following FSMC (Contractor) proposals are not allowable per federal regulation (7 CFR 210.16(c)): cost plus a percentage of cost and cost plus a percentage of income.

Affirmative Action Contract Compliance Statement

FSMCs (Contractors) who desire to provide the Facility with supplies, and/or professional services must comply with the affirmative action contract requirements (page E-11), Civil Rights Compliance, and Executive Order 11246 – Equal Employment Opportunity, as applicable to the Facility.

U.S. Department of Agriculture – Certification (contracts exceeding $100,000)

It shall be the FSMC's (Contractor's) policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In order for the County to evaluate past performance in this area, please complete and submit with your proposal the USDA "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (pages E-12 and E-13).

Certification of Independent Price Determination

The FSMC (Contractor) certifies that 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 FSMC (contractor) or with any competitor. Please complete the attached certification regarding certification of independent price determination and submit it with your proposal (pages E-14 and E-15).

Certification Regarding Lobbying (contracts exceeding $100,000)

The FSMC (Contractor) may not influence or attempt 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: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Please complete the attached certification regarding lobbying and submit it with your proposal (pages E-16 through E-19).

GENERAL INFORMATION

(Double click on form to access it.)

BUSINESS STYLE OF CONTRACTOR

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

NAME:

Legal name of person, firm or corporation submitting proposal.

Check One:

Corporation ☐ Individual ☐ Partnership ☐

State of Washington, UBI Number

ADDRESS:

Street Address

City, State and Zip Code

PHONE NUMBER: **FAX NUMBER:**

SIGNATURE:

Authorized Signature

Name Printed or Typed Date

Title

PROPOSED SECURITY (As enclosed):

Proposal Bond Number Amount

Certified Check Number Amount

(Personal and Contractor checks are not accepted)

ADDENDA (TO BE COMPLETED ONLY IF ADDENDA ARE RECEIVED)

Receipt of addenda number(s) _____ is hereby acknowledged.

Contractor Name

Address:

Street Address

City, State and Zip Code Phone

By:

Financial Pro Forma RFP 2010-11 *(Double Click On Form To Access It.)*			
Resources		**Dollars**	**Revenue Per Meal Equivalent**
Local Sales			$0.000
Reimbursement: State			$0.000
Reimbursement: Federal			$0.000
National School Lunch Program			$0.000
School Breakfast Program			$0.000
Summer Food Service Program			$0.000
Fresh Fruit and Vegetable Program			$0.000
Rebates, Credits, and Discounts			$0.000
Total Resources		**$0**	**$0.000**
Extimated Expenses			**Expenses Per Meal Equivalent**
Food Costs:			
Food Costs (include worker meals)			$0.000
Local Purchases			$0.000
Freight/Storage Costs			$0.000
Total Food Costs		**$0**	$0.000
Labor Costs:			
Hourly Wages			$0.000
Hourly Taxes and Benefits			$0.000
Hourly Other: Extra/Sub			$0.000
Supervisor			$0.000
Total Labor Costs		**$0**	$0.000
Non-Food Expenses:			
Office			$0.000
Mileage (between locations)			$0.000
Insurance/Bonding Expenses			$0.000
Non-Food Supplies (paper/janitorial, etc.)			$0.000
Equipment Repairs/Replacement			$0.000
Marketing and Promotions			$0.000
Other			$0.000
Total Non-Food		**$0**	$0.000
Contract Services:			
On-Site Supervisory Cost			$0.000
Annual Hourly Labor: Wages & Benefits			$0.000
Contractor's Management Fee			$0.000
Contractor's General & Administrative			$0.000
Total Contract Services		**$0**	$0.000
Total Estimated Expenses		**$0**	**$0.000**
Gain / (Loss) to School		**$0**	**$0.000**
Unrestricted Indirect Costs	**0.00%**	$0	$0.000
Net Gain/Loss		**$0**	**$0.000**

Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
Breakfasts	**4,970**	**1.5**	**3,313**
Lunches	**4,945**	**1.0**	**4,945**
Dinners	**5,000**	**1.0**	**5,000**
Snacks	**-**	**3.0**	**-**
Ala Carte	**$1,156**	**$2.93**	**395**
Total			**13,653**

Describe basis for computing meal equivalents. The basis for computing meal equivalency shall comply with OSPI, Child Nutrition Services Bulletin No. 011-10 (Report 1800), dated March 17, 2010.

_____

_____

_____

_____

_____

_____

_____

_____

_____

FSMC (CONTRACTOR): FOOD AND NON-FOOD PRICES

Describe below how the FSMC (Contractor) will achieve the lowest possible prices for Facility purchases. Include example prices and comparisons. Attach additional sheets if necessary.

FSMC'S (CONTRACTOR'S) ADMINISTRATIVE AND MANAGEMENT FEES

GENERAL and ADMINISTRATIVE CHARGES:

Please detail the amount and basis for any general and administrative fees and/or costs which will be charged to the Facility during the (contract period) _____ contract:

Year 1 _____
Basis _____
_____
_____

Please detail the amount of general and administrative costs which are projected if the contract is renewed in:

Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

MANAGEMENT FEE:

Please detail the amount of the management fee which will be charged on the Pro Forma meals. Please also explain the amount and basis for any incentive fees, and the extent to which they will change if the contract is renewed.

Meals/Sales	Fee Meals	
Lunch:	_____	_____
Breakfast:	_____	_____
Equivalent:	_____	_____

Management per Meal Fee
on _____Fee Meals: _____

Please detail the management per meal fee that will be charged if the contract is renewed in:

Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

FSMCs (Contractors) who desire to provide the Lewis County Sheriff's Office and Juvenile Court with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1) Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

2) The FSMC (Contractor) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The FSMC (Contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The FSMC (Contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3) The FSMC (Contractor) will, in all solicitations or advertisements for employees placed by or on behalf of the FSMC (Contractor), state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

4) The FSMC (Contractor) will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the FSMCs (Contractors) affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Lewis County Sheriff's Office or Juvenile Court, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

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

_____ _____

SIGNATURE DATE

_____

FIRM NAME

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-5 1 0, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ FOLLOWING INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently disbarred, 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

_____
Names and Titles of Authorized Representatives

_____

_____
Signatures Date

Form AD-1048 (1/92)

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 with accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered Transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters onto 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.

Form AD- 1 048 (1/92)

Certificate of Independent Price Determination

Both the County Authority and the FSMC (Contractor) shall execute this Certificate of Independent Price Determination.

_____ _____

Name of Food Service Management Company Name of County Authority

(A) By submission of this offer, the FSMC (Contractor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with the 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 FSMC (Contractor) 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 FSMC (Contractor) and will not knowingly be disclosed by the FSMC (contractor) prior to opening in case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC (contractor) or to an competitor; and

(3) No attempt has been made or will be made by the FSMC (Contractor) 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 FSMC (Contractor) certifies that:

(1) He or she is the person in the FSMC's (Contractor's) organization responsible 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 FSMC's (Contractor'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, the FSMC, 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 of 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 Title Date

Company's Authorized Representative

In accepting this offer, 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 County's Authorized Representative	Title	Date

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

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)

1. Type of Federal Action: _____

a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: _____

a. bid/offer/application
b. initial award
c. post-award

3. Report Type: _____

a. initial filing
b. material change

For Material Change Only: Year _____
Quarter _____ Date of Last Report _____

4. Name and Address of Reporting Entity:
_____Prime _____Subawardee
_____Tier, if known:

Congressional Facility, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional Facility, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:
$

10a. Name and Address of Lobbying Entity:
(if individual, last name, first name, middle)

10b. Individuals Performing Services (including address if different from No. 10,a.) (last name, first name, middle)

(Attach Continuation Sheet(s)

SF-LLL-A, if necessary

11. Amount of Payment (check all that apply):
$
___ Actual ___ Planned

12. Form of Payment (check all that apply):

___ a. cash
___ b. in-kind; specify:

Nature _____
Actual _____

13. Type of payment (check all that apply):

___ a. retainer
___ b. one-time fee
___ c. commission
___ d. contingent fee
___ e. deferred
___ f. other; specify:_____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

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

15. Are Continuation Sheet(s) SF-LLL-A Attached:

Yes_____ (Number _____) No _____

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.

Signature: _____

Print Name: _____

Title: _____

Telephone: _____

Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form -- LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity:_____Page_____of_____

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use 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 Facility, 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 Facility, 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.