

New Mexico Public Education Department



Student Success and Wellness Bureau



Fixed Price Contract Request for Proposal and Contract RFP # 002-2023 Food Service Management Alamogordo Public Schools Commodity Codes 91852, 95844, & 97218

Instructions for RFP/Contract:

This Request for Proposal (RFP) which is also referred to as the “contract” is provided by the New Mexico Public Education Department (PED) and is for use by school food authorities (SFAs) initiating a contract with a food service management company (FSMC). Once the RFP process is completed and an award is made all “contract” language shall be taken out of the final RFP and contract. In accordance with 7 CFR 210.16, any changes made by the SFA or a FSMC to this prototype contract must be highlighted and approved by the PED before the contract is executed. To comply with this requirement, the SFA must submit this contract to PED after the SFA completes the necessary sections of this contract. After PED reviews and approves the submitted contract; the SFA may release the contract with all revisions made and all “contract” language excluded for soliciting purposes.

In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate PED required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

The SFA must submit all procurement documents as specified in General Information Part D including the advertisement of the RFP, the solicitation, the name of all proposers that propose on this contract, and the SFA award process including the scoring of the RFP’s to the PED for review and approval prior to executing the contract.

7 CFR 210.16(a)(10) requires PED to annually review each contract between any SFA and FSMC to ensure compliance with program regulations. Regulations require the PED to review renewal year contract amendment documentation before execution.

Contracts between a SFA and FSMC shall be duration of no longer than one year and options for yearly renewal not to exceed three additional years.

PED is not a party to any contractual relationship between the SFA and a FSMC. PED is not obligated, liable or responsible for any action or inaction taken by the SFA or selected FSMC based on this prototype contract. PED’s review of the contract is limited to assuring compliance with Federal and State procurement requirements. The PED does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

Where multiple SFAs have solicited a single consolidated proposal for a FSMC contract, an independent, ancillary or alternative Invitation for Bid by one of those SFAs is permissible, provided the SFA engaging in an individual, ancillary, or alternative Invitation for Bid ensures that the new solicitation will not conflict with, materially change, or otherwise interfere with the ability of proposers or SFAs to maintain or execute the consolidated proposal/contract.

For purposes of this contract, the following definitions in 7 CFR 210.2 apply:

Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the Federal award as direct or indirect (F&A) costs (2 CFR 200.406).

Contractor means a commercial enterprise, public or nonprofit private organization or individual that enters into a contract with a SFA.

Fixed fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract.

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

V. PROPOSAL FORMAT

The Proposer's proposal should follow this format:

TECHNICAL PROPOSAL SHOULD INCLUDE THE FOLLOWING:

- A. The technical proposal must be sealed and marked on the outside as follows: **TECHNICAL PROPOSAL for RFP 002-2023 Food Service Management**
- B. Table of Contents
- C. Letter of Introduction and Expression of Interest
- D. Related Experience and Qualifications, Including Experience and Credentials of Team
 - a. List and describe experience with other New Mexico government, private and public entities.
 - b. Number of contracts extended by agencies.
 - c. Address the items listed in the scope of work and purpose.
- E. References: Provide three professional references or contact information for clients with relevant contractual relationship to the entity
- F. Attachments B, D, L, M, N, O, P, Q and S
- G. Debarment/Suspension Certification Form completed and signed (*Attachment T*)
- H. Lobbying certification and disclosure of Lobbying activities completed and signed (*Attachment U & V*)
- I. Clean Air and Water Certificate completed and signed (*Attachment W*)
- J. Conflict of Interest Certification Form completed and signed (*Attachment X*)
- K. Campaign Contribution Disclosure Form completed and signed (*Attachment Y*)
- L. A current Copy of Certificate of Insurance; Current copy of NM Preference if applicable
- M. An electronic copy of the proposal on a flash drive (Note: Item I. is only required if the Proposers proposal is being delivered in physical format. If Proposer uploads a proposal to Vendor Registry an electronic copy on a flash drive is not necessary.)
- N. Price Proposal – Sealed separately marked on the outside: **PRICE PROPOSAL for RFP 002-2023 Food Service Management** - the price proposal should include the minimum guarantee.

The Proposer can upload their submission to Vendor Registry via the link below

[APS Open Solicitations](#)

OR

The Proposer is required to submit **ONE (1)** original and **Five (5)** copies of proposal and the required supporting documentation **if the Proposer's proposal is being mailed or delivered to APS District offices.**

The Proposer is required to submit an *electronic copy* of the proposal on a *flash drive* **if the Proposer's proposal is being mailed or delivered to APS District offices.**

If the Proposer considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly mark as "PROPRIETARY" or "TRADE SECRET."

Proposer Assurance

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

I, the undersigned, hereby confirm the above language.

SFA reviewer: _____
Signature Date

FSMC reviewer: _____
Signature Date

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

This is a REQUEST FOR PROPOSAL for Alamogordo Public Schools 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 the SFA for the school year beginning July 1, 2023 to June 30, 2024, renewable thereafter for three one-year terms.

Proposals will be received by the SFA until 3:00 p.m. February 28, 2023.

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 Proposal (RFP) are to be delivered to:

Alamogordo Public Schools
Attn: Marie Bouma, Chief Procurement Officer
1211 Hawaii Ave.
Alamogordo, NM 88310
procurement@alamogordoschools.org

A. Introduction

Pursuant to state and federal law, Alamogordo Public Schools (SFA), (hereafter called the SFA) participating in the National School Lunch Program (NSLP), Fresh Fruit and Vegetable Program (FFVP), School Breakfast Program (SBP), or Seamless Summer Food Service Program (SSO), Summer Food Service Program (SFSP), New Mexico Grown, Farm to School and Children Adult Care Food Program (CACFP) may contract with a Food Service Management Company (FSMC) to operate eligible school food services. The administration of all USDA Child Nutrition Programs is the responsibility of the New Mexico Public Education Department (hereafter called the Department).

This RFP is intended to provide FSMCs with the opportunity to present their qualifications and experience for Food and Nutrition Programs, while providing the SFA with comparable information from each proposer.

The successful FSMC will be required to enter into the New Mexico Public Education Department standard form agreement titled “SFA- FSMC Contract”. The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The SFA must determine and receive the full value of USDA Foods and USDA Bonus Foods, i.e., credits, rebates and discounts entitled to the SFA. The FSMC is responsible for reporting this monthly in a detailed invoice with documentation to the SFA. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the SFA. USDA Foods values are to be based on the values posted by the New Mexico Human Services Department and shall include both the basic USDA Foods allocation.

B. Conditions of Procurement

a. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Alamogordo Public Schools hereinafter referred to as the *School Food Authority (SFA)*.

The proposer/offer or Food Service Management Company (FSMC) will be referred to as the *FSMC*, and the contract will be between the FSMC and the SFA.

b. Sequence of Events:

The Procurement Manager will make every effort to adhere to the following schedule and approved by PED prior to execution.

Procurement Process	Responsible Party	Due Dates Sample Time Frames
State Agency RFP approval	State Agency	Dec 16, 2022
Issue RFP	SFA	Jan 13, 2023
Pre-Proposal Conference and Site Visit Tour in Person (Mandatory)	SFA	Jan 27, 2023
Deadline to Submit Questions	Proposer/Offeror	Feb 10, 2023
Response to Questions due	SFA	Feb 14, 2023
Proposals Submission Due	Proposer/Offeror	Feb 28, 2023

Proposals Evaluation	SFA Evaluation Committee	March 2, 2023
Selection of Short List	SFA Evaluation Committee	March 2, 2023
Oral Presentations for 3 Shortlist in person (if necessary)	Proposer/Offeror	March 10, 2023
State Agency Submission and Approval	State Agency	March 14, 2023
APS School Board Approval	SFA Admin. or Board	April 19, 2023
Contract Awarded Signed	SFA	April 20, 2023
Protest Deadline	Proposer/Offeror	May 5, 2023

- c. Procurement shall be executed through Request for Proposal (RFP). All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR 200.319. The SFA must share with prospective proposers sufficient information to make this a meaningful RFP, including monthly claim reimbursements from the previous year and catering activities
- d. The SFA shall provide the RFP at least 10 business days prior to the pre-proposal meeting.
- e. Pre-proposal Meeting Mandatory in person.

A meeting with interested Proposers to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be done on January 27, 2023 at 10:00(MST) Location(Address): 1211 Hawaii Ave, Alamogordo, NM . Attendance is **required**. Vendor presentations **will not** be scheduled at this time. Pre-proposal meetings will take place during normal food service operation hours in order to provide contractors the optimal information needed to make a competitive proposal.

1. **Pre-Proposal Conference:** All FSMCs that intend to respond to this RFP **must attend** the Pre-Proposal Conference in person.
2. **Questions:** Submit in writing questions regarding the RFP by 12 PM Noon MST on February 10, 2023 to vendorregistry.com. SFA will acknowledge receipt of questions no later than two days after the question was received MST.
 - a. Questions from the floor at the Pre-Proposal Conference must also be presented in writing. These questions will not be answered at the Pre-Proposal Conference.
 - b. All questions will be answered by Addendum in Vendor Registry by February 14, 2023 and emailed to all companies that signed in at the Pre-Proposal Conference.
3. **Written communication** will override any verbal communication that takes place during the process between any FSMC and School.

f. Proposal Submission and Award

1. This contract is provided by the New Mexico Public Education Department (hereinafter referred to as the PED) for use by school food authorities (SFAs) initiating a Fixed Price contract with a food service management company (FSMC). In accordance with 7 CFR 210.16, any changes made by the SFA or

Proposer to this prototype contract must be approved in writing by PED before the contract is executed. In accordance with 7 CFR 210.19, all costs resulting from contracts that do not meet the requirements of Part 210 are unallowable nonprofit school food service account expenses. When the SFA fails to incorporate PED required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.

2. The SFA must submit the following procurement documents to the PED and allow at least 15 business days for review and approval prior to executing the contract:
3. newspaper advertisement with date of publication;
4. list of proposers that received the solicitation/contract documents and all addenda issued (include date mailed/delivered);
5. a list of proposers in attendance at the pre-proposal meeting along with a written copy of all questions with answers posed from the meeting (provided to all potential proposers);
6. correspondence from proposers opting not to submit a proposal (or phone or email documentation)
7. the contract, addendum requests (if applicable), and attachments completed including the Proposal Criteria Analysis developed by the SFA. After written notification from the PED that the SFA may precede with the award, the SFA must provide an executed contract to the PED with signatures.
8. 7 CFR 210.16(a)(10) requires the PED to annually review each contract or addendum between any SFA and FSMC to ensure compliance with program regulations. Regulations require the PED's approval of each contract and renewal year amendment before the contract is executed.
9. Contracts between a SFA and FSMC shall be of duration no longer than one year with the option for yearly renewal not to exceed three additional years. The PED is not a party to any contractual relationship between a SFA and a FSMC. The PED is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this contract. The PED's review of the contract is limited to assuring compliance with federal and state procurement requirements. The PED does not review or judge the fairness, advisability, efficiency of fiscal implications of the contract.
10. The PED is not a party to any contractual relationship between a SFA and a FSMC. The PED is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this contract
11. Proposals are to be submitted to the SFA either by (6) hard copies, (1) original and (5) copies, with an electronic flash drive OR on Vendor Registry @ vendorregistry.com by 3:00 pm on February 28, 2023.

For Hard Copy Submission please send to:

Name of Agency: Alamogordo Public Schools
SFA Procurement Officer: Marie Bouma
Email Address: procurement@alamogordoschools.org
Mailing Address: 1211 Hawaii Ave.
City: Alamogordo
State/Zip: NM, 88310

Proposals shall not be accepted after 3:00 pm February 28, 2023 (MST). The Proposal shall be submitted in a sealed envelope marked ***RFP 002-2023 Food Service Management and a separate sealed envelope for the price proposal.*** The SFA reserves the right to retain all proposals for a period of at least sixty (60) days.

12. The SFA reserves the right to reject any or all Proposals if deemed to be in the best interest of the SFA.
13. To be considered, each Proposer must submit a complete response to this solicitation ***using the forms provided.*** No other documents submitted with the contract will affect the contract provisions, and there may be no modification to the contract language.

14. Contracts must be awarded to the responsive and responsible Proposer whose proposal is lowest and/or most advantageous to the program with price and other factors considered of which cost/price must be the primary consideration.
15. Proposers/offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposers/proposals; failure to do so will be at the proposer's /offeror's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the proposers/offeror prior to the signing of a contract by all parties. Paying the FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.
16. Late Proposals: Any proposal after the exact time specified for receipt in section E. Proposal Submission and Award will not be considered.
If additional information is required, please contact Marie Bouma at 575-812-6044.
17. Awarded Contract: After the complete RFP/contract is approved by PED, the contract must be signed by all local parties upon award. Changes or amendments are not valid unless approved in writing by PED prior to contract execution.

C. Standard Terms and Conditions

I. Scope and Purpose

- a. ***Duration of Contract.*** This contract shall be for a period of up to one year, beginning on July 1, 2023 and ending on June 30, 2023 with up to three 1-year renewals with mutual agreement between the SFA and the FSMC. The effective date may not occur prior to the date on which the contract is signed.
- b. The FSMC shall operate in conformance with the SFAs Permanent Agreement/Policy Statement with PED.

The following programs will be applicable to the awarded contract. These programs are those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed. (Reference Item B on page 7.)

- x National School Lunch Program (NSLP)
- x School Breakfast Program (SBP)
- x Fresh Fruit and Vegetable Program (FFVP)
- x Seamless Summer Option (SSO)
- x Summer Food Service Program (SFSP)
- x New Mexico Grown
- x Non-Program Revenue Offerings (adult meals, catering, ala carte, concession etc.)
- x Snack & Dinner Program (CACFP)
- x Farm to School

- c. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment J.
- d. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA while the SFA employees are on contract with the SFA.
- e. The food service provided shall be operated and maintained as a benefit to the SFAs students, faculty, and staff.

- f. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFAs nonprofit food service account. Any profit or guaranteed return shall remain in the SFAs nonprofit food service account which shall be a separated and tracked operating financial account under the food service account. The SFA and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200.323(d)
- g. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the PED and USDA regarding each of the Child Nutrition Programs (CNPs) covered by this contract.
- h. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- i. The SFA is a non-pricing program. If the SFA is a pricing program, the SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices.
- j. The FSMC shall provide additional food service such as banquets, parties, refreshments and afterschool nonfederal program sales as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFAs students will be primary beneficiaries.

The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFAs regularly scheduled lunch or breakfast periods, provided such is not prohibited by federal program regulations.

- k. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFAs food service with classroom instruction.
- l. The FSMC shall comply with the rules, regulations, policies, and instructions of PED and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 220, 245, 250, 2 CFR 200, and 7 CFR Part 225 (SFSP), 2 CFR 200 318-326, Appendix II to Part 200, 2 CFR 400, 2CFR 416, 2 CFR 417, 2 CFR 418, 7 CFR 215(SMP) if applicable, 7 CFR Part 226 (CACFP) if applicable.
- m. The FSMC **shall** provide staff to manage the food service operations and supervise all employees. The SFA will pay for all background checks necessary for employment in a public-school setting including the HB 128.
- n. Procurement/Payment Terms/Method: The FSMC shall invoice SFA by the 15th of the following month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

Once the contract is approved by PED, any further changes or amendments to this contract must be approved by PED prior to execution.

The SFA must determine and receive the full value of USDA Foods; i.e., credits or reductions. The FSMC is responsible for reporting this monthly to the SFA in a detailed invoice with documentation. Adjustments shall be accomplished on the monthly invoice from the FSMC/an annual adjustment as determined by the

SFA. The method of determining the donated food values that will be used in crediting in accordance with 7 CFR 250.51(c) and as stated in section V. USDA Foods, letter D of this document, or the actual donated food values must be included in the proposal and contract documents. In addition, the SFA may require reporting the value of USDA Foods credits on the SFA request for renewal annually.

- o. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans. "Accommodating Children with Special Dietary Needs in School Nutrition Programs" (USDA 2013) states that Regulation 7 CFR Part 15b requires schools to modify their meals to meet the individual needs of the students whose disabilities restrict their diets. A licensed physician's statement must accompany any school meal accommodation requirements for students with disabilities.

Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.

There will be no additional charge to the student for meals of which substitutions have been accommodated per this section of the contract.

- p. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.
- q. Gifts from FSMC: The SFAs officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors.
- r. The FSMC will provide regulation shoes for both FSMC and SFA employees upon commencement of the contract. After this initial purchase, any FSMC newly hired employee will receive a new pair of regulation shoes. In addition to this, the FSMC will be responsible for uniforms for both the FSMC and the SFA i.e. chef wear, aprons, hats, etc.
- s. The FSMC will be responsible for acquiring their own substitutes and will pay them at the rate the SFA pays their substitutes.
- t. The FSMC will be required to have a fulltime onsite manager. Failure to retain the manager, or have onsite management coverage, will result in a reimbursement to the SFA equivalent of the SFA Coordinator salary for the duration of the vacancy.
- u. The FSMC will pay their employees the state approved minimum wage for school personnel.
- v. The FSMC shall maintain Dashboard reporting on a daily basis to provide an at-a-glance visual of the FSMC's performance. With the key performance indicators being meal counts, percentage of staffing, complaints received, current marketing underway and other indicators deemed necessary by the SFA.
- w. The FSMC will be required to supply menus for the additional food services requested, in accordance with the specific service provided i.e. Athletics, Banquets, lunches for travel, etc.
- x. The FSMC will be required to begin advertising and marketing to promote the NSLP on July 1, 2023. In addition, the FSMC will be required to refresh the marketing materials every 3 months as well as promote National food days in the breakfast and school lunch program.

- y. The FSMC will need to provide alternative methods of reimbursable meal distribution i.e. vending machines, grab n go, pre-order, etc.
- z. The FSMC is required to use and implement all equipment purchased for the NSLP;
- aa. The FSMC minimum guarantee and the formula for achieving the guarantee will be included in the sealed price proposal. The FSMC cannot use the commodities from the SFA to achieve this guarantee.
- bb. Award Criteria:
Proposals will be evaluated by a committee against the selected criteria. Each area of the award criteria must be addressed in detail in the proposal.

x

Criteria	Weight/Points
Cost (Must be the primary factor)	30
Experience with Public Schools - including number of contracts extended	10
Innovation of alternative meal distribution methods	15
Professional references	5
Involvement of Students, Staff, and Patrons in Student Nutrition activities and promotion of special days of the NSLP	10
Substitute staffing plan	10
Catering Proposal – program specific i.e. Athletics, Banquets, extracurricular lunches	10
Recruiting, training and staff development plan	10
Total	<u>100</u>

Note: The SFA may use its own or add criteria as long as the most heavily weighted factor is cost.

FEDERAL FUNDS TO BE UTILIZED PER [NMSA 1978 §13-1-21 J](#). preferences cannot be awarded when federal funds are used for a purchase

II. Designation of Program Expenses to be completed by SFA

- A. The FSMC guarantees to the SFA that the FSMC shall be responsible for the expenses as checked under Column I. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll. The FSMC shall factor these expenses into the fees that will be billed to the SFA.
- B. The FSMC shall disclose what the Fixed Price fee is per meal/ meal equivalency. This will be provided in the separate sealed price proposal:
Breakfast _____

Lunch _____
 Snack _____
 Dinner _____

C. The SFA shall pay directly for the expenses as checked under Column II. Any expenses that will be not applicable to the contract shall be marked with N/A.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
LABOR:		
Managers and/or Supervisors	X	X
Full and Part-time Workers	X	X
Monitors	X	X
EMPLOYEE BENEFITS:		
Life Insurance	X	X
Medical/Dental Insurance	X	X
Retirement Plans	X	X
Social Security	X	X
Vacation	X	X
Sick Leave	X	X
Holiday Pay	X	X
Uniforms	X	
Tuition Reimbursement	X	X
Labor Relations	X	X
Unemployment Compensation	X	X
Workers Compensation	X	X
Processing and Payment of Payroll	X	X
FOOD:		
USDA Foods	X	
Handling and Processing Charges	X	
Direct Diversion Charges	X	
Commercial Distribution Charges	X	
OTHER EXPENSES:		
Accounting	X	X
Bank Charges	X	X
Data Processing	X	X
Recordkeeping	X	X
Processing and Payment of Invoices	X	
Equipment – Major		
Original Purchase		X
Routine Maintenance		X
Major Repairs		X
Replacement		X
Equipment-Expendable (trays, tableware, glassware, utensils)	X	
Original Purchase	X	
Replacement	X	
Small wares	X	
Cleaning/Janitorial Supplies		X

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA)
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory		X
Laundry and Linen	X	
Office Materials	X	X
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	X
Printing	X	X
Product Testing	X	
Promotional Materials	X	X
Taxes and License	X	X
Telephone		
Local		X
Long Distance		X
Expenses incurred to maintain the point of service count (i.e. the cost of tickets, tokens, and/or computer point of service system)		X
Training	X	X
Transportation of meals	X	
Trash Removal		
From Kitchen		X
From School Premises		X
Travel		X
Required	X	X
Requested	X	X
Utilities		X
Vehicles	X	X

III. Section Signature Authority

- A. The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

IV. Free and Reduced Price Meals Policy

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster. The SFA is ultimately responsible in assuring the accuracy of the free and reduced price meals eligibility roster.
- B. The FSMC will implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the Child Nutrition Program and approved by PED in the annual contract between the SFA and PED for the programs listed in Section I, Item B on page 8, as

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

- C. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The FSMC may act as an agent for the SFA related to these responsibilities.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- E. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations. The FSMC shall operate in conformance with the SFAs Permanent Agreement/Policy Statement with PED.

The following programs will be applicable to the awarded contract. The programs listed below shall be the same as those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

- x National School Lunch Program (NSLP)
- x School Breakfast Program (SBP)
- x Fresh Fruit and Vegetable Program (FFVP)
- x Seamless Summer Option (SSO)
- x Summer Food Service Program (SFSP)
- x New Mexico Grown (Farm to School)
- x Non-Program Revenue Offerings (adult meals, catering, ala carte, concession etc.)
- x Snack & Dinner Program (CACFP)
- x Farm to School

V. **USDA Foods**

- A. Any USDA Foods received (when the foods arrive at the school kitchen, SFA storage facility, or FSMC storage facility in either raw form or in processed end products) by the SFA and made available to the FSMC must accrue solely to the benefit of the SFAs nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The FSMC shall have records available to substantiate that the full value of all USDA Foods and used solely for the benefit of the SFA.

Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods used by the FSMC during the fiscal year (recommended monthly or when USDA food are received). The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250. The SFA may require USDA food information to be reconciled either YTD or prior year, when a renewal option is being implemented.

- B. The SFA shall retain title to all USDA Foods and the selected FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
- C. Selected FSMC is prohibited from entering into any processing contracts utilizing USDA-Foods on behalf of the SFA. Selected FSMC agrees that any procurement and/or utilization of end products by selected FSMC on behalf of the SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.

- D. Based on actual bulk USDA Foods received, it may be necessary for the FSMC to adjust the SFA at the end of the school year by invoicing or crediting the SFA. The SFA is responsible for assuring adjustments be made. The SFA must receive all discounts or rebates for USDA Food purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
- a. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFAs meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). The USDA Foods will be credited using entitlement value.
 - b. The SFA shall provide the FSMC the method and frequency (example: monthly, annually, or end of year) by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - c. The FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - d. The FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFAs food service;
 - e. The FSMC will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFAs food service;
 - f. The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value;
 - g. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - h. The FSMC will comply with the storage and inventory requirements for a product purchased by the FSMC in addition to USDA Foods, the FSMC will be required to use all USDA commodity foods within 1 year of the best by date or sooner if the quality of food is determined unusable;
 - i. The distributing agency, sub distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMCs food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods;
 - j. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
 - k. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods including reconciliation of the value of USDA Foods credited to the nonprofit food service account.

1. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods.
- E. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- F. The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFAs nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
- G. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.

VI. Food Safety

- A. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

VII. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA
- B. The SFA shall retain control of the quality, extent, and general nature of the food service.
- C. The FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs.
- D. The FSMC shall provide meals that meet the National School Lunch Program/ School Breakfast Program (NSLP/SBP) Meal Pattern requirements in 7 CFR 210.10 and 220.8.
- E. The FSMC shall promote efforts to increase participation in the child nutrition programs.
- F. The FSMC shall provide the specified types of service in the schools/sites listed in the Attachment J, which is a part of this contract.
- G. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

- H. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this contract.
- I. Adult meal charges must be established in accordance with FCS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs. Pricing must include overall cost of the lunch including the value of any USDA Foods used to prepare meals

VIII. Books and Records

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 15th calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
- B. The FSMC shall maintain records at the SFA to support all fixed fee meal expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to meal type categories.
- C. The FSMC shall provide the SFA with a year-end statement.
- D. Books and records of the FSMC pertaining to the contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors. If audit findings regarding the FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. The FSMC shall not remove federally required records from SFA premises upon contract termination.

IX. Employees

- A. The SFA must designate if **CURRENT** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC. This must agree with the information reported on Attachment A and Attachment B.

Employee retained by: SFA (See Attachment A)

FSMC (See Attachment B)

Both SFA and FSMC

- B. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

- C. The SFA shall have final approval regarding the hiring of the FSMC site manager. The SFA requires a full-time onsite manager.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- E. The SFA must ensure that the FSMC employees, providing services for the school meal programs have the required annual training. The SFA must require the FSMC to provide documentation showing the training hours and topics completed by the employees. The SFA must ensure that the FSMC staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The SFA must request documentation from the FSMC to show compliance with the annual training standards. Adhere to the Professional Standards as defined in 7 CFR 210.15.
- F. The FSMC shall provide Workers' Compensation coverage for all its employees.
- G. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFAs premises as established by the SFA and which are furnished in writing to the FSMC.
- H. Staffing patterns, except for the site manager, shall be mutually agreed upon.
- I. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The SFA will require the FSMC to perform a FBI criminal background check on any of the FSMC employee that will be working at the SFA and disclose results to the SFA. Cost associated with these background checks shall be the responsibility of the SFA. The SFA will review background checks to ensure acceptability with the SFA Human Resources policies.

X. Monitoring

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, PED, and the SFA upon request for the purpose of auditing, examination, and review.
- C. If applicable, the SFA, as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

XI. Use of Advisory Group/Menus

- A. The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of student, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
- B. The FSMC will complete menu cycles for all programs.
- C. The FSMC must comply with the 21-day menu cycle and specifications (Attachment L & M) developed by the SFA for the NSLP. The FSMC must also comply with the menu cycles as specified by the SFA for the SBP (Attachment N), ASSP (Attachment O), and SFSP (Attachment P). If the FSMC developed the menus, the FSMC must comply with the agreed upon menus included in the proposal document for the first 21 days (7 CFR 210.10, 220.8). Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, ASCSP, and/or SFSP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR (b)(1)).

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

- A. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP. Any additional food service that is a material change, scope, or value to the contract and/or involves a total cost of \$60,000 or more must be approved by PED and be competitively procured.
- C. Prior to the start of initial operations, the FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The FSMC will utilize such inventory at a value determined by invoice. On termination of the Contract, the FSMC and the SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the FSMCs Cost of Business and if lesser, the difference shall be subtracted from the FSMCs Cost of Business.
- D. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- E. The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC

- F. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods, as well as all food product, in conformance with the SFAs agreement with PED.
- G. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- H. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- I. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- J. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- K. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- L. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within 10 days of its placement on SFA premises.
- M. The SFA shall have access, with or without notice, to all of the SFAs facilities used by the FSMC for the purposes of inspection and audit.
- N. The FSMC shall not use the SFAs facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- O. The FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.
- P. The FSMC will reimburse the SFA for any vehicle usage due to the FSMC's vehicle being unusable at a market value of rental. The FSMC will pay for any damages to the SFA's vehicle while in their use.

XIII. Purchases

- A. If the FSMC is procuring goods or services which are being charged to the SFA under the contract (i.e. equipment), the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Any rebates, discounts, or credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.
- B. Any purchase of food must meet the specification listed in Attachment L.
- C. Geographic Preference 7 CFR 210.21(g):
 - a. (g) *Geographic preference.* (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school

food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

- b. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

XIV. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA or negotiated between by the FSMC and SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in page 12 or as negotiated between the FSMC and SFA.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA shall clean ducts and hoods above the filter line or as negotiated by SFA and FSMC.
- F. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

Note: IF FSMC only provides vended meals then these duties do not apply to the FSMC and the SFA takes the responsibilities of mentioned in A-F of this section. If the FSMC does these duties then the cost should be billed and included in the salary and benefits of the FSMC employee when billed to the SFA.

XV. Licenses, Fees, and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XVI. Nondiscrimination

- A. Both the SFA and the FSMC agree that no child who participates in the NSLP, SBP, ASSP, SFSP and SMP will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

XVII. Emergency Closing

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

XVIII. Terms and Termination

- A. The SFA or the FSMC may terminate the contract for cause by giving 60 days written notice. (Reference 7 CFR 210.16(d))
- B. At any time, because of circumstances beyond the control of the SFA as well as the FSMC, the FSMC or the SFA may terminate the contract by giving 60 days written notice to the other party.
- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

XIX. Nonperformance by FSMC

- A. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay the SFA the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.
- C. In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days written notice (7 CFR 210.16(d)). If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
- D. Notwithstanding the breaching provision above, the SFA may immediately terminate this contract with written notice to FSMC for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA. The SFA is the responsible authority without recourse to USDA or PED to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

XX. Certification

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871).
- B. The FSMC shall comply with Sections 103 and 107 of the Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
- C. The FSMC shall comply with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- D. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in School Nutrition Programs*.
- E. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.17(e) and 7 CFR Part 210.21.
 - 1. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
 - 2. The FSMC shall certify the percentage of 51% or more U.S. content in the products supplied to the SFA per memo SP-38-2017.
 - 3. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision. If the domestic foods are unavailable, then they may get a substitution may be put into place as long as documentation from the vendor or the SFA is kept supporting the substitution per Memo SP-38-2017.
 - 4. The FSMC shall be required use alternative domestic foods prior to requesting SFA approval to purchase nondomestic foods.
- F. The FSMC has signed the *Certification of Independent Price Determination*, Attachment S, which was attached as an addendum to the FSMC’s proposal and which is incorporated herein by reference and made a part of this contract.
- G. The FSMC has signed the *Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment T, which was attached as an addendum to the FSMC’s proposal and which is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more. (Reference 7 CFR §3017.

- H. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- I. The FSMC has signed the Lobbying Certification, Attachment U, which was attached as an addendum to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment U), or will complete and submit as required in accordance with its instructions included in Attachment U.
- J. The FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- K. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- L. The FSMC shall comply with all other pertinent state and federal laws.
- M. The SFA shall take the affirmative steps assure small and minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. 2 CFR 200.321.

XXI. Miscellaneous and New Mexico Procurement Specifications

- A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract including all agreed to negotiations between SFA and selected FSMC which have been approved in writing by PED.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- E. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- F. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- G. The FSMC will abide by the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA, and acknowledges that the Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- H. The FSMC will ensure potential offers complete, and FSMC maintains records of, the New Mexico Public Education Department Certification Regarding Non-procurement Debarment and Suspension located at:

I. The FSMC shall adhere to the New Mexico Employees Health Coverage as follows:

- 1.) For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- 2.) Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 3.) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information.
- 4.) For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

J. This contract is subject to review and approval by the PED.

XXII. Insurance

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

B. Comprehensive General Liability – includes coverage for:

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

\$ 1,000,000 Combined Single Limit

C. Automobile Liability: \$ 1,000,000 Combined Single Unit

D. Workers' Compensation-Statutory; Employer's Liability: \$ 1,000,000

E. Excess Umbrella Liability: \$ 1,000,000 Combined Single Unit

- F. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

XIII. Optional Requirements to Be Included

- A. The following provisions **will not** apply to FSMC investment (to be completed by the SFA):
 - 1. The FSMC may not purchase equipment for the food service program.
 - 2. If the contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either (SFA must mark appropriate box):
 - a. Reimburse the FSMC the unpaid portion of the investment
- B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the Agreement.
- C. The SFA and the FSMC shall work together to ensure a financially sound operation.
- D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.
 - a. The SFAs policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - b. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
 - c. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
 - d. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - e. Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.

- f. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFAs premises shall remain materially consistent throughout the year.
- g. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- h. The projected number of full feeding days is: 177.
- i. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

XIV. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFAs access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of the Agreement.
- B. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which PED and USDA shall have unrestricted rights including copyrights.

XXV. SFSP

Additional Requirements, if applicable (**SFA must mark through this entire section if not applicable**)

Note: A [food service management company](#) entering into a [contract](#) with the [Program shall](#) not subcontract for the total meal, with or without [milk](#), or for the assembly of the meal per 7 CFR 225.6 (h)(ii).

- A. The SFA shall be responsible for determining eligibility of all SFSP sites.

- B. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- C. The FSMC must comply with the cycle menu developed by the FSMC for the SFSP (Attachment P) and include it in the RFP. The SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

Fixed Price per Meal Cost Proposal

“Meal Equivalent” can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost of producing non-program food items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the non-program food revenue by the per meal sum of the Federal Free reimbursement plus value of USDA entitlement and bonus donated foods and 7-cent meal pattern, if applicable. Non-program food revenue should include all sales to adults and a la carte sales to students. (*Contracting with Food Service Management Companies: Guidance for School Food Authorities*, May 2016)

MEAL EQUIVALENCY RATE	
Lunch Rate	
Current Year Federal Free Rate of Reimbursement:	\$ <u>4.58</u>
7-cent meal pattern (If applicable):	\$ <u>0.07</u>
Current Year Value of USDA Entitlement Donated Foods	\$ <u>0.3625</u>
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$ <u>0.00</u>
Total Meal Equivalent Rate:	\$ <u>5.01</u>

<u>NSLP Meal Cost</u>	Please list total of all meals served for determining the fixed price per meal, calculated at the rates listed on this page and as required by this RFP.		
List Fiscal Year Average Reimbursement Rates RFP School Year (for SFA entry)			
Meal Type	Free	Reduced	Paid
Breakfast	277,682	0	0
Lunch	655,705	0	0
Snack	0	0	0
SSO	Break/48,189; Lunch/26,859	0	0
<u>If Applicable</u>			
SFSP	0	0	0
Milk	0	0	0
CACFP	24,152 Dinner		
Cost Proposal for Fixed Price Contract			
Note: Rates equivalency based off Federal Free Rate of Reimbursement for NSLP Lunch (FSMC fill out)			
Meal Type	Meal Equivalent=Free Lunch Reimbursement Rate Current Year (SY 19-20 \$3.43)	Proposed Cost per Meal (for FSMC entry)	Total Meals Served (for SFA entry)
Breakfast	2 breakfast=1 meal		
Lunch	1 lunch= 1 meal		
Snack	4 snacks= 1 meal		
SSO			

Lunch	1 lunch= 1 meal		
Breakfast	2 breakfast=1 meal		
<u>If Applicable</u>			
SFSP			
CACFP			
Milk			

Computation of Lunch Equivalency Rate (LER) for a la carte sales. The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over a la carte sales.

Year One Lunch Equivalency Rate (LER)	
1. Current Year Federal Free Rate of Reimbursement:	\$ <u>4.41+.42=\$4.83</u>
2. Current Year State Match Reimbursement Rate (if Applicable):	\$ <u>N/A</u>
3. Current Year Value of USDA Entitlement USDA Foods:	\$ <u>.299</u>
Total Lunch Equivalency Rate (Sum of 1+2+3):	\$ <u>5.129</u>

SFA PROJECTED OPERATIONS REVENUE

(To be completed by SFA with current or prior year numbers)2020-2021 Full Year

Based on # 177 of day of NSLP operation)

School Breakfast Program	Total Meals(#)	Multipl y	Federal Reimbursement Rate (\$)	Total Revenue (\$)
Elementary Full Price	190,864	X	\$2.61	\$498,155.04
Secondary Full Price	70,011	X	\$2.61	\$182,728.71
Reduced Price		X		
Adult		X		
			Subtotal Breakfast	<u>\$680,883.75</u>
School Lunch Program				
Elementary Full Price	359,924	X	\$4.56	\$1,641,253.44
Secondary Full Price	304,447	X	\$4.56	\$1,388,278.32
Reduced Price		X		
Adult		X		
			Subtotal Lunches	<u>\$3,029,531.76</u>
After School Snack Program (ASSP)	CACFP DINNER			
Free Price		X		\$55,852.42
Reduced Price		X		
Adult Price		X		
			Subtotal Snack	<u>\$55,852.42</u>
Seamless Summer Option (SSO) or Summer Food Service Program (SFSP)				
Free BREAKFAST; LUNCH		X		\$341,796.95
Reduced		X		
Paid		X		
			Subtotal SSO	<u>\$341,796.95</u>
	Amount/ Items/Other	Total Revenue		
Special Functions (Catering)		\$ 16,246.28		
A la Carte, if applicable		\$ 21,480.00		
Concession Revenue				
Vending Machine Sales Total Revenue				
Contract Meals				
Miscellaneous Sales				
Non-Reimbursable Meals				
Fresh Fruit and Vegetable Program (Total Allocation)		\$82,976.00		
TOTAL SFA REVENUE (Add all Subtotals) =		\$4,228,767.16		

**PROJECTED OPERATIONS - REVENUE,
(To be completed by SFA)**

<i>TOTAL IN-SCHOOL REVENUE</i> (Non-program Revenue/Miscellaneous)	=	\$ <u>0</u>
TOTAL FEDERAL REIMBURSEMENT	=\$	<u>\$4,228,767.16</u>
TOTAL STATE REIMBURSEMENT (BAB Grant, NM Grown Grant)	=	\$ <u>0</u>
TOTAL REVENUE	=	\$ <u>\$4,228,767.16</u>

* Complete using the most recent program reimbursement received from PED.

PROJECTED OPERATIONS – EXPENDITURES
FOR PROGRAMS AND SITES TO BE CONTRACTED (To Be Completed by FSMC)
Based on 177 Days of Operations

Program Description	Cost (\$)
Food and Milk	
Enter the amounts of food and milk purchased and received.	
USDA donated food Value	
Bonus USDA donated food Value	
USDA donated food Processing and Handling Charges	
Direct Labor and Benefits	
Enter the gross amount paid for salaries to food service workers. Include employee benefits such as health insurance, retirement funds, and matching social security.	
Other Direct	
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than \$2,500 per repair), equipment, rental, and extermination. (Only enter if applicable to the FSMC)	
Expendable Equipment	
Enter the amount of each piece of equipment with an acquisition cost less than \$2,500.	
Nonexpendable Equipment	
Enter the annual depreciated amount of each piece of equipment with an acquisition cost of \$2,500 or more.	
Non-reimbursable Expenses	
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost purchased foods, lost USDA Foods, etc.).	
A la Carte Sales (If not included above)	
Enter total expenditures related to extra sales (i.e., food, labor, supplies).	
Special Functions (Catering)	
Enter total expenditures related to special functions (i.e. food, labor, supplies, equipment repair, etc.)	
Vended Meals (Contract Meals) (If not included above)	
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies, etc.).	
Vending/Concessions	
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc).	
Other:	
Subtotal Expenditures:	
Less USDA Foods Value (estimate, actual value received to be reconciled prior to optional renewal)	
Less Rebate, Discounts, Credits, if applicable	
Less USDA Foods Specific Rebates, Discounts and Credits	
Total Expenditures:	

PROJECTED OPERATIONS EXPENDITURES

PROJECTED OPERATIONS EXPENDITURES	
A. Total Revenue	
B. Total Operational Expenditures	
C. FSMC Fixed Fee	
D. Estimated Rebates, Discounts and Applicable Credits	
Profit or Loss (A-B-C+D)	

This Information to be included in the Sealed Price Proposal

AGREEMENT PAGE

The undersigned hereby offers to provide the services of an FSMC as specified in this proposal for the period of July 1, 2023 to June 30, 2024.

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

Furthermore, I certify that, consistent with section "I." subsection "R" of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA and that this proposal is made without prior understanding, agreement, or connection with any other Proposer submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Proposer.

FSMC NAME: _____
FSMC ADDRESS: _____

SIGNATURE (Of authorized representative): _____ Date: _____
PRINT NAME: _____
TITLE: _____
PHONE: _____
E-MAIL: _____

(SFA will complete section below this line)

Awarding of the Contract:

SFA by signing below is awarding the contract for this RFP to the Proposer of this proposal, herein referred to as "selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and Proposer will be incorporated in to this awarded contract.

The undersigned hereby accepts Proposer services of an FSMC as specified in this proposal for the period of July 1, 2023 to June 30, 2024.

SIGNATURE (Of authorized representative): _____ Date: _____
PRINT NAME: _____
TITLE: _____

State Agency Signature

SIGNATURE (Of authorized representative): _____ Date: _____
PRINT NAME: _____
TITLE: _____

LIST OF CONTRACT FORMS

TITLE	ATTACHMENT
Labor Work Sheet, SFA Employees	Attachment A
Labor Work Sheet, FSMC Employees	Attachment B
Fringe Benefit Cost Sheet, SFA Employees	Attachment C
Fringe Benefit Cost Sheet, FSMC Employees	Attachment D
SFA Specifications on Average Daily Participation for Lunch	Attachment E
SFA Specifications on Average Daily Participation for Breakfast	Attachment F
SFA Specifications on Average Daily Participation for After School Snacks	Attachment G
SFA Specifications on Average Daily Participation for the Special Milk Program	Attachment H
SFA Specifications on Average Daily Participation for SFSP	Attachment I
SFA Site/Building Listing General Data	Attachment J
SFA Site/Building Listing of Service to Be Provided	Attachment K
Minimum Food Specifications	Attachment L
Lunch Menus	Attachment M
Breakfast Menus	Attachment N
After-School Care Snack Menus	Attachment O
Summer Food Service Program Menus	Attachment P
Seamless Summer Option	Attachment Q
Holiday Schedule	Attachment R
Independent Price Determination Certificate	Attachment S
Suspension and Debarment Certification	Attachment T
Lobbying Certification	Attachment U
Disclosure of Lobbying Activities	Attachment V
Clean Air Act	Attachment W
Conflict of Interest	Attachment X
Campaign Contribution	Attachment Y

LABOR WORK SHEET - SFA
(To be completed by the SFA for SFA employees)
Pay rates for the year 2022 - 2023

SITE OR SCHOOL	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)	Unemployment Compensation
Buena Vista	Manager	\$18.65	8	177	\$26,408.40	
Buena Vista	Kitchen Staff	\$15.60	7.5	177	\$20,709.00	
Chaparral Middle	Manager	\$18.35	8	177	\$25,983.60	
Chaparral Middle	Kitchen Staff	\$15.85	7.5	177	\$21,040.88	
Chaparral Middle	Kitchen Staff	\$15.85	7.5	177	\$21,040.88	
Desert Star	Manager	\$16.00	8	177	\$22,656.00	
Desert Star	Kitchen Staff	\$15.65	7	177	\$19,390.35	
Desert Star	Kitchen Staff	\$15.85	7	177	\$19,638.15	
Desert Star	Kitchen Staff	\$15.45	7	177	\$19,142.55	
Holloman Middle	Manager	\$17.80	8	177	\$25,204.80	
Holloman Middle	Kitchen Staff	\$15.25	6	177	\$16,195.50	
La Luz	Manager	\$18.84	8	177	\$26,677.44	
La Luz	Kitchen Staff	\$15.45	7.5	177	\$20,509.88	
Mountain View Middle	Manager	\$18.65	8	177	\$26,408.40	
Mountain View Middle	Kitchen Staff	\$15.10	7	177	\$18,708.90	
Mountain View Middle	Kitchen Staff	\$15.85	7	177	\$19,638.15	
North	Kitchen Staff	\$15.65	7	177	\$19,390.35	
Sierra	Manager	\$18.50	7	177	\$26,196.00	
Sierra	Kitchen Staff	\$16.30	7.5	177	\$21,673.65	
Sunset Hills	Manager	\$23.70	8	177	\$33,559.20	
Sunset Hills	Kitchen Staff	\$15.75	8	177	\$22,302.00	
Yucca	Manager	\$19.24	7	177	\$23,909.16	
Yucca	Kitchen Staff	\$15.25	7	177	\$18,894.75	
Yucca	Kitchen Staff	\$15.10	6	177	\$16,036.20	
Total Labor					\$531,314.19	
Retirement					\$101,746.66	
Substitute Pay					\$114,111.90	

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate

FRINGE BENEFIT COST WORK SHEET - SFA
(To be completed by the SFA for the SFA employees)
List Annual Cost for the Year 2022 - 2023

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	HCRA \$	TOTAL \$
Buena Vista	\$14,726.64	\$490.08	\$94.32	\$46.08	\$31.68	\$4,521.12	\$527.28	\$20,437.20
Buena Vista	0	\$274.56	0	\$37.20	\$31.68	\$3,551.52	\$414.24	\$4,309.20
Chaparral Middle	\$13,149.12	\$490.08	\$94.32	0	\$31.68	\$4,448.40	\$518.64	\$18,732.24
Chaparral Middle	0	0	0	0	\$31.68	\$3,632.16	\$423.60	\$4,087.44
Chaparral Middle	0	0	0	0	\$31.68	\$3,598.56	\$419.76	\$4,050.00
Desert Star	0	0	0	0	\$31.68	\$3,885.60	\$453.12	\$4,370.41
Desert Star	\$8,259.84	\$261.60	\$100.56	0	\$31.68	\$3,353.76	\$391.20	\$12,398.64
Desert Star	0	0	0	0	\$31.68	\$3,356.16	\$391.44	\$3,779.28
Desert Star	0	0	0	0	\$31.68	\$3,282.96	\$382.80	\$3,697.44
Holloman Middle	\$18,702.48	\$821.28	\$135.84	0	\$31.68	\$4,322.64	\$504.00	\$24,517.92
Holloman Middle	0	0	0	0	\$31.68	\$2,777.52	\$324.00	\$3,133.20
La Luz	\$12,763.20	\$424.56	\$81.84	\$50.64	\$31.68	\$4,575.12	\$533.52	\$18,460.56
La Luz	0	0	0	0	\$31.68	\$3,517.44	\$410.16	\$3,959.28
Mountain View Middle	0	\$490.08	\$94.32	0	\$31.68	\$5179.44	\$604.08	\$6,399.60
Mountain View Middle	\$7,792.08	\$274.56	\$60.00	\$36.00	\$31.68	\$3,759.36	\$438.48	\$12,392.16
Mountain View Middle	\$6,301.20	0	\$60.00	\$36.00	\$31.68	\$3,815.76	\$444.96	\$10,689.60
North	\$12,404.88	\$490.08	\$94.32	0	\$31.68	\$3,696.72	\$431.04	\$17,148.72
Sierra	\$17,318.88	\$718.56	\$118.80	\$46.80	\$31.68	\$4,252.56	\$495.80	\$22,983.08
Sierra	0	\$490.08	\$94.32	\$38.16	\$31.68	\$4,176.24	\$486.96	\$5,317.44
Sunset Hills	0	\$457.20	\$88.08	0	\$31.68	\$5,725.68	\$667.68	\$6,970.32
Sunset Hills	\$12,404.88	\$490.08	\$94.32	0	\$31.68	\$4,181.76	\$486.68	\$17,689.40
Yucca	\$12,966.96	\$457.20	\$88.08	\$47.76	\$31.68	\$4,613.04	\$537.84	\$18,742.56
Yucca	0	\$274.56	\$60.00	0	\$31.68	\$3,679.92	\$429.12	\$4,475.28
Yucca	0	0	0	0	\$31.68	\$3,210.24	\$374.40	\$3,616.32
TOTAL COSTS	\$136,790.16	\$6,904.56	\$1,359.12	\$338.64	\$760.32	\$94,813.68	\$11,090.80	\$252,357.29

¹ Include Paid Time Off (PTO), Holiday pay and Sick pay

If Workers' Compensation cost is charged to food service, what is percentage? _____%

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

SFA SPECIFICATION WORK SHEET ON AVERAGE DAILY SFSP PARTICIPATION (ADP)
 (Total number of meals by category served in the previous summer divided by the total operating days for the summer)
Projected Average Number of Meals by Category
SUMMER FOOD SERVICE PROGRAM
 (To be completed by the SFA)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHESES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Alamogordo High School	468	508		
Buena Vista				
Chaparral Middle	175	185		
Desert Star				
High Rolls				
Holloman Elementary				
Holloman Middle				
La Luz				
Mountain View Middle				
North	311	311		
Stepping Stones				
Sierra				
Sunset Hills	272	271		
Yucca				
TOTALS	1,226	1,275		

SFA SITE/BUILDING LISTING – GENERAL DATA

SITE OR SCHOOL	ADDRESS	GRADE LEVELS ¹	SELF-PREP, SATELLITE, ETC ²	NO. OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE		NO. OF SERVING DAYS
					BREAKFAST	LUNCH	
Alamogordo High School	103 Cuba Ave Alamogordo	9-12	Self	2	8:00-8:35	12:09-1:25	5
Buena Vista Elementary	2600 19 th St Alamogordo	K-5	Self	3	7:25-8:00	10:45-12:15	5
Chaparral Middle	1401 College Alamogordo	6-8	Self	3	8:10-8:27	10:46-1:00	5
Desert Star Elementary	400 S Washington Alamogordo	K-5	Self	3	7:30-8:00	10:50-12:05	5
High Rolls	23 Kar Canyon Rd High Rolls	K-5	Satellite	1	7:35-8:00	11:15-12:00	5
Holloman Elementary	750 Arnold Ave Holloman AFB	K-5	Self	4	7:40-8:00	10:20-12:20	5
Holloman Middle	381 1 st St Holloman AFB	6-8	Self	2	7:50-8:05	11-12:15	5
La Luz	99 Alamo St. Lu Luz	K-5	Self	2	7:30-8:00	11:30-12:35	5
Mountain View Middle	500 Washington Ave Alamogordo	6-8	Self	2	8:00-8:30	10:51-1:03	5
North Elementary	1300 N Florida Alamogordo	K-5	Self	2	7:30-8:00	11:30-1:00	5
Stepping Stones	1300 N Florida Alamogordo	Pre-K	Satellite	2	8:10-8:40	10:30-12:00	5
Sunset Hills	2410 10 th St Alamogordo	K-5	Self	4	7:30-8:00	10:30-11:45	5
Yucca	310 Dale Scott Ave Alamogordo	K-5	Self	5	7:30-8:00	10:45-12:05	5
NMSU Alamogordo	2400 N. Scenic Dr Alamogordo	9-12	Satellite	3	7:30-8:00	10:45-12:45	5
Academy Del Sol	1200 N. Florida Alamogordo	K-12	Satellite	3	7:30-8:00	11:00-12:00	5

¹ List grade groups that have access to meal service

² Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

SFA SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

SITE OR SCHOOL	BREAKFAST					LUNCH					SNACK	SFSP	SMP
	MEAL ¹	OFFER VERSUS SERVE	A la Carte Sales	CONTRACT MEALS	ADULT MEALS	MEAL ¹	OFFER VERSUS SERVE	A la Carte SALES	CONTRACT MEALS ²	ADULT MEALS			
Alamogordo High School	X	X	X		X	X	X	X	X	X	X	X	X
Buena Vista Elementary	X	X			X	X	X	X	X	X	X	X	X
Chaparral Middle	X	X			X	X	X	X	X	X	X	X	X
Desert Star Elementary	X	X		X	X	X	X	X	X	X	X	X	X
High Rolls	X	X			X	X	X	X	X	X	X	X	X
Holloman Elementary	X	X			X	X	X	X	X	X	X	X	X
Holloman Middle	X	X			X	X	X	X	X	X	X	X	X
La Luz	X	X			X	X	X	X	X	X	X	X	X
Mountain View Middle	X	X			X	X	X	X	X	X	X	X	X
North Elementary	X	X			X	X	X	X	X	X	X	X	X
Stepping Stones	X	X			X	X	X	X	X	X	X	X	X
Sunset Hills	X	X			X	X	X	X	X	X	X	X	X
Yucca	X	X			X	X	X	X	X	X	X	X	X
NMSU Alamogordo	X	X	X	X	X	X	X	X	X	X	X	X	X
Academy Del Sol	X	X			X	X	X	X	X	X	X	X	X

¹ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

² SFA must declare if FSMC needs to provide vending and concessions at any given site.

³ Contract meals-meals served to other SFAs

MINIMUM FOOD SPECIFICATIONS

To be completed by SFA. DPI does not approve, evaluate or endorse specifications. Examples may include the following listed below.

Meat/Seafood – All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see Exhibit A for meal pattern requirements). MINIMUM FOOD SPECIFICATIONS, and Smart Snack Compliant.

Exhibit A: Meal Pattern Requirements

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/orange ^f	0	0	0	¾	¾	1¼
Beans/peas (legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional vegetable to reach total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

- ^a In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- ^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- ^c One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
- ^d For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).
- ^e The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- ^f Larger amounts of these vegetables may be served.
- ^g This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- ^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- ⁱ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). The whole grain-rich requirement is half weekly grains effective SY 2019-20.
- ^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- ^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- ^l Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored). Final rule (83 FR 63775) allows flavored low-fat milk in schools without the need to demonstrate hardship. Flexibility is effective starting School Year 2019-2020.
- ^m The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- ⁿ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- ^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- ^p Final rule (83 FR 63775) retains Sodium Target 1 through School Year 2023-2024, moves target 2 to School Year 2024-2025 and removes final target. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern (if applicable)

Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
Vegetables and/or Fruits			
Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total ⁴	¾ cup
An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads⁵			
Bread	1 slice	1 slice	1 slice
Combread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
Cold dry cereal	¾ cup or 1 oz ⁶		¾ cup or 1 oz ⁶
Cooked pasta or noodle product	½ cup	½ cup	½ cup
Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates (Optional)			
Lean meat or poultry or fish or alternate protein product ⁷	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Eggs	½ large egg	1 large egg	½ large egg
Cooked dry beans or peas	¼ cup	½ cup	¼ cup
Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% ⁸	1 oz
An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

¹ Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

² Shall be served as a beverage, or on cereal, or use part of it for each purpose.

³ Shall be served as a beverage.

⁴ Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

⁵ All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

⁶ Either volume (cup) or weight (oz) whichever is less.

⁷ Must meet the requirements in Appendix A of the SFSP regulations.

⁸ No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

SAMPLE 21 DAY CYCLE ELEMENTARY LUNCH MENU
(compliant with 7 CFR 210.10)

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

Monday	Tuesday	Wednesday	Thursday	Friday
1. BBQ Chicken Thigh 1 ea. WG Dinner Roll 1 ea. Baked Beans ½ c Mashed Potatoes ½ c ALT: Grilled Cheese	2. Cheese or Pepperoni Pizza Garden Salad 1 c Roasted Cauliflower ¼ c ALT: Chicken Patty	3. French Toast Sticks 4 ea. with Cheesy Eggs ¼c Carrots ½ c Tater Tots ½ c ALT: Steak Fingers	4. Stacked Taco Bake 1 serving Pinto Beans ½ cup Roasted Street Corn ¼ c ALT: Fish Sandwich	5. Yakisoba 1 serving Cucumber ¼ c Szechuan Green Beans ½ c ALT: Corn Dog
6. Baked Potato Bar 1 serving Broccoli ½ c Mixed Vegetables ¼ c ALT: Mozzarella Sticks	7. Italian Dunkers 2 ea. Garden Salad 1 c Carrots ½ c ALT: Grilled Chicken Patty	8. Cheesy Baked Ziti 1 serving Peas & Carrots ½ c Celery Sticks ¼ c ALT: Chicken Nuggets	9. Taco/Nacho Bar 1 serving Bean & Corn Salad ½ c Tomatoes ¼ c ALT: Cheeseburger	10. Cuban Sandwich 1 ea. Sweet Potato Fries ½ c Broccoli ¼ c ALT: Hot Dog
11. Spaghetti w/ Meatballs 1 serving Peas ½ c Carrots ½ c ALT: Grilled Cheese	12. Veggie & Chicken Flatbread 1 ea. Garden Salad 1 c Roasted Zucchini ¼ c ALT: Chicken Patty	13. Pancakes 2 ea. with Cheesy Eggs ¼ c Tater Tots ½ c Carrots ¼ c ALT: Steak Fingers	14. Baja Chicken w/ Cilantro Lime Rice 1 serving Patatas Bravas ½ c Broccoli ¼ c ALT: Fish Sandwich	15. Beijing Chicken w/ Brown Rice 1 serving Roasted Butternut Squash ½ c Mixed Vegetables ¼ c ALT: Corn Dog
16. BBQ Pulled Pork Sandwich 1 ea. Baked Beans ½ c Coleslaw ¼ c ALT: Mozzarella Sticks	17. Cheese or Pepperoni Pizza Garden Salad 1 c Italian Vegetables ¼ c ALT: Grilled Chicken Patty	18. Mac & Cheese 1 serving Baby Carrots ½ c Peas ¼ c ALT: Chicken Nuggets	19. Bean & Cheese Burrito 1 ea. Corn ½ c Broccoli ¼ c ALT: Cheeseburger	20. Casado Rice Bowl 1 serving Roasted Sweet Potatoes ½ c Mix Vegetable Blend ¼ c ALT: Hot Dog
21. BBQ Chicken Thigh 1 ea. WG Dinner Roll 1 ea. Baked Beans ½ c Mashed Potatoes ½ c ALT: Grilled Cheese	NUTRITION BAR – Choose from a variety of fresh fruits or vegetables. ½ fruit option and milk included with your meal and offered daily			

SAMPLE 21 DAY CYCLE MIDDLE SCHOOL LUNCH MENU
(compliant with 7 CFR 210.10)

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

Monday	Tuesday	Wednesday	Thursday	Friday
1. French Toast & Cheesy Egg Ham & Cheese Hoagie Tater Tots ½ c Baby Carrots ¼ c Diced Pears ½ c Assorted Fresh Fruit ½ c	2. Stacked Taco Bake Cheeseburger or Hamburger Pinto Beans ½ c Roasted Street Corn ¼ c Mixed Fruit ½ c Assorted Fresh Fruit ½ c	3. Yakisoba Noodle Bowl Corndog Cucumber ¼ c Szechuan Green Beans ½ c Applesauce ½ c Assorted Fresh Fruit ½ c	4. Baked Potato Bar Grilled Chicken Sandwich Broccoli ½ c Mixed Vegetable ¼ c Diced Peaches ½ c Assorted Fresh Fruit ½ c	5. Freshly Made Cheese/ Pepperoni Pizza Chicken Patty Sandwich Garden Salad 1 c Carrots ½ c Sliced Pears ½ c Assorted Fresh Fruit ½ c
6. Cheesy Baked Ziti Chicken Nuggets Breadstick 1ea Peas & Carrots ½ c Celery Sticks ¼ c Mandarin Oranges ½ c Assorted Fresh Fruit ½ c	7. Taco/Nacho Bar Cheeseburger or Hamburger Bean & Corn Salad ½ c Tomatoes ¼ c Mixed Fruit ½ c Assorted Fresh Fruit ½ c	8. Cuban Sandwich Hot Dog Broccoli ¼ c Sweet Potato Fries ½ c Diced Peaches ½ c Assorted Fresh Fruit ½ c	9. Spaghetti w/ Meatballs Grilled Cheese Sandwich Green Peas ½ c Baby Carrots ½ c Rosy Applesauce ½ c Assorted Fresh Fruit ½ c	10. Freshly Made Cheese/ Pepperoni Pizza Spicy Chicken Sandwich Garden Salad 1 c Seasoned Zucchini ¼ c Sliced Pears ½ c Assorted Fresh Fruit ½ c
11. Pancakes with Cheesy Eggs Ham & Cheese Hoagie Tater Tots ½ c Carrots ¼ c Diced Pears ½ c Assorted Fresh Fruit ½ c	12. Baja Chicken w/ Cilantro Lime Rice Cheeseburger or Hamburger Broccoli ½ c Pineapple Tidbits ½ c Assorted Fresh Fruit ½ c	13. Beijing Chicken w/ Brown Rice Hot Dog Rstd Butternut Squash ½ c Mix Vegetable Blend ¼ c Applesauce ½ c Assorted Fresh Fruit ½ c	14. BBQ Pulled Pork Sandwich Grilled Cheese Sandwich Baked Beans ½ c Coleslaw ¼ c Diced Peaches ½ c Assorted Fresh Fruit ½ c	15. Freshly Made Cheese/ Pepperoni Pizza Chicken Patty Sandwich Garden Salad 1 c Italian Vegetables ¼ c Sliced Pears ½ c Assorted Fruit ½ c
16. Mac & Cheese Chicken Nuggets Breadstick 1ea Baby Carrots ½ c Peas ¼ c Diced Pears ½ c Assorted Fresh Fruit ½	17. Bean & Cheese Burrito Cheeseburger or Hamburger Corn ½ c Broccoli ¼ c Pineapple Tidbits ½ c Assorted Fresh Fruit ½ c	18. Casado Rice Bowl Hot Dog Rstd Sweet Potatoes ½ c Mix Vegetable Blend ¼ c Diced Peaches ½ c Assorted Fresh Fruit ½ c	19. BBQ Chicken Thigh Grilled Cheese Sandwich WG Dinner Roll 1 ea. Baked Beans ½ c Mashed Potatoes ½ c Rosy Applesauce ½ c Assorted Fresh Fruit ½ c	20. Freshly Made Cheese or Pepperoni Pizza Popcorn Chicken w. Roll Garden Salad 1 c Roasted Cauliflower ¼ c Sliced Pears ½ c Assorted Fruit ½ c
21. Yakisoba Noodle Bowl Corndog Cucumber ¼ c Szechuan Green Beans ½ c Applesauce ½ c Assorted Fresh Fruit ½	<u>Assorted Milk, Salad and Deli Sandwich Served Daily – 1% White & Flavored Skim Milk</u>			

SAMPLE 21 DAY CYCLE HIGH SCHOOL LUNCH MENU (compliant with 7 CFR 210.10)

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

WEEK 1	Monday	Tuesday	Wednesday	Thursday	Friday
Classic Kitchen Daily Regional, Comfort, & World Flavors	Penne Pomodoro <i>1 serving</i> Penne pasta with marinara baked with cheesy mozzarella and parmesan	Taco/Nacho Bar <i>1 serving</i> Variety of meat, beans, cheese, and vegetable toppings	Cuban Sandwich <i>1 each</i> Pulled pork, ham, Swiss cheese, crunchy dill pickles and spicy mustard in a grilled sandwich	Spaghetti w/ Meat sauce <i>1 each</i> Italian seasoned ground beef sauce with whole grain noodles	Veggie & Chicken Flatbread <i>1 each</i> Italian seasoned ground beef sauce with whole grain noodles
The Local Daily Custom Sandwiches, Wraps, Paninis, & Salads	Turkey & Cheese Sandwich <i>1 each</i> Chicken Caesar Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Salami & Provolone Bagel Sandwich <i>1 ea.</i> Egg & Cheese Chef Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Santa Fe Chicken Wrap <i>1 each</i> Beef Taco Salad <i>1 ea.</i> Hot Dog Corn Dog Frito Pie Nachos	Turkey BLT Wrap <i>1 each</i> Cobb Salad <i>1 serving</i> Hot Dog Corn Dog Frito Pie Nachos	Crunchy Chicken Wrap <i>1 each</i> Greek Chicken Salad Bowl <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos
Flame Burgers, Garden Burgers and Chicken Available Daily	Turkey Burger <i>1 ea.</i> Turkey patty topped with Tzatziki, feta, spinach, tomato & red onion	BBQ Rodeo Burger <i>1 each</i> Beef patty topped with sweet BBQ sauce, bacon & cheese	Teriyaki Chicken Sandwich with Asian Slaw <i>1 each</i> Teriyaki glazed chicken breast with Asian inspired slaw	Jalapeño Cheddar Turkey Burger <i>1 each</i> Turkey patty topped with cheddar cheese & spicy jalapeño	Classic Cubano <i>1 each</i> Pulled pork, ham, Swiss cheese, crunchy dill pickles and spicy mustard in a grilled sandwich
Sauce + Stone Favorite Italian Specialties	Pizza Dippers <i>2 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Taco Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Taco Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Ranch Dorito Flatbread <i>1 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	BBQ Chicken Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>
Street Food Custom Tacos and Nacho Bar Available Daily	Fiesta Lasagna <i>1 serving</i> Triple layer three bean and cheese enchilada pie with Rojo sauce	Chile Roasted Turkey & Bean Burrito Bowl <i>1 each</i> Mexican spiced turkey, seasoned rice and bean bowl	Loaded Green Chili Frito Pie <i>1 serving</i> Crispy corn chips, Mexican seasoned beef & house-made sauce	Verde Chicken Enchilada <i>1 serving</i> Pulled chicken, house-made green chili sauce & cheese	Carne Adovada Burrito <i>1 each</i> Savory pork, cheese, crispy potatoes with a green chili sauce
Seasons Mongolian Grill	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables
Fresh Fruits & Vegetables	½ c Celery Sticks ½ c Peas & Carrots 1 c Apple Wedges	½ c Bean & Corn Salad ½ c Tomatoes 2 ea. Fresh Banana	½ c Sweet Potato Fries ½ c Broccoli 1 c Fresh Pear	½ c Peas ½ c Carrots 1 c Fresh Grapes	1 c Garden Salad ½ c Roasted Zucchini 1 c Orange Smiles

SAMPLE 21 DAY CYCLE HIGH SCHOOL LUNCH MENU (compliant with 7 CFR 210.10)

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

WEEK 2	Monday	Tuesday	Wednesday	Thursday	Friday
Classic Kitchen Daily Regional, Comfort, & World Flavors	Pancakes with Cheesy Eggs <i>1 serving</i> Two warm flapjacks served with a side of cheesy scrambled eggs	Baja Chicken <i>1 serving</i> Diced chicken and Pico tomato salsa served with cilantro lime rice	Beijing Chicken <i>1 serving</i> Chicken and peppers tossed in a house made sweet Asian sauce	House-made BBQ Pork Sandwich 1 each Slow cooked pork with a zesty BBQ sauce	Pizza Bagel <i>1 serving</i> With marina pepperoni, and melted cheese
The Local Daily Custom Sandwiches, Wraps, Paninis, & Salads	Ham & Cheese Hoagie <i>1 each</i> Chicken Southwest Hot Dog Corn Dog Frito Pie Nachos	Jerk Chicken Wrap <i>1 each</i> Ham & Cheese Chef Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Turkey Veggie Ranch Hoagie <i>1 each</i> Chicken Ranch Pasta Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Tuna Salad Sandwich <i>1 each</i> Be Well Power Grain Bowl <i>1 serving</i> Hot Dog Corn Dog Frito Pie Nachos	Asian Chicken Gyro Wrap <i>1 each</i> Buffalo Chicken Caesar Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos
Flame Burgers, Garden Burgers and Chicken Available Daily	Salsa Turkey Burger <i>1 serving</i> Turkey patty with cheddar cheese and salsa topping	Mushroom Swiss Burger <i>1 serving</i> Beef patty with caramelized mushrooms and Swiss	Crispy Bacon Ranch Chicken Sandwich <i>1 serving</i> Chicken breast fillet topped with crispy bacon and ranch on bun	Caribbean Jerk Turkey Burger <i>1 serving</i> Turkey patty seasoned with Caribbean Jerk spices on a bun	Buffalo Chicken Sandwich <i>1 serving</i> Crispy chicken patty with a buffalo sauce
Sauce + Stone Favorite Italian Specialties	Pizza Dippers <i>2 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Spicy Buffalo Chicken Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Bacon Cheeseburger Flatbread <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Ranch Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Taco Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>
Street Food Custom Tacos and Nacho Bar Available Daily	Cheesy Sriracha Quesadilla <i>1 serving</i> Cheesy quesadilla with spicy Sriracha sauce	Chile Lime Chicken Fajitas <i>1 serving</i> Seasoned citrus spiced chicken with fajita vegetables in 6in tortillas	Southern Style Cheesy Chicken & Rice <i>1 serving</i> Chicken and rice in a creamy cheesy sauce	Stacked Taco Bake <i>1 serving</i> Seasoned ground beef and taco fixings layered in corn tortillas.	Pozole Rojo <i>1 serving</i> Slow cooked pork in spicy red chile broth served with a side of tortilla chips
Seasons Mongolian Grill	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables
Fresh Fruits & Vegetables	½ c Tater Tots ¾ c Fresh Carrots 1 c Apple Wedges	½ c Patatas Bravas ½ c Broccoli 2 ea. Fresh Banana	½ c Asian Style Veg. ½ c Roasted Squash 1 ea. Pear	½ c Baked Beans ½ c Cole Slaw 1 c Fresh Grapes	1 c Garden Salad ½ c Italian Vegetables 1 c Orange Smiles

SAMPLE 21 DAY CYCLE HIGH SCHOOL LUNCH MENU (compliant with 7 CFR 210.10)

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

WEEK 3	Monday	Tuesday	Wednesday	Thursday	Friday
Classic Kitchen Daily Regional, Comfort, & World Flavors	House-made Macaroni & Cheese <i>1 serving</i> Made with scratch-made four cheese blend sauce	Bean & Cheese Burrito <i>1 each</i> Seasoned pinto beans and cheese melted in a warm tortilla	Casado Rice Bowl <i>1 each</i> A protein packed bowl with brown rice, chicken, roasted vegetables and other super foods	BBQ Chicken Thigh <i>1 serving</i> Sweet & smoky BBQ glazed chicken thigh served with a WG roll	Pizza Flatbread <i>1 ea.</i> Rotating specialty pizza toppings and cheese on toasty warm flatbread
The Local Daily Custom Sandwiches, Wraps, Paninis, & Salads	Turkey & Cheese Sandwich <i>1 each</i> Chicken Caesar Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Salami & Provolone Bagel Sandwich <i>1 each</i> Egg & Cheese Chef Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Santa Fe Chicken Wrap <i>1 each</i> Beef Taco Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Turkey BLT Wrap <i>1 each</i> Cobb Salad <i>1 serving</i> Hot Dog Corn Dog Frito Pie Nachos	Crunchy Chicken Wrap <i>1 each</i> Greek Chicken Salad Bowl <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos
Flame Burgers, Garden Burgers and Chicken Available Daily	Mediterranean Turkey Burger <i>1 ea.</i> Turkey patty topped with Tzatziki, feta, spinach, tomato & red onion	BBQ Rodeo Burger <i>1 each</i> Beef patty topped with sweet BBQ sauce, bacon & cheese	Teriyaki Chicken Sandwich with Asian Slaw <i>1 each</i> Teriyaki glazed chicken breast with Asian inspired slaw	Jalapeño Cheddar Turkey Burger <i>1 each</i> Turkey patty topped with cheddar cheese & spicy jalapeño	Classic Cubano <i>1 each</i> Pulled pork, ham, Swiss cheese, crunchy dill pickles and spicy mustard in a grilled sandwich
Sauce + Stone Favorite Italian Specialties	Pizza Dippers <i>2 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Taco Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Meat Extravaganza Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Ranch Dorito Flatbread <i>1 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	BBQ Chicken Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>
Street Food Custom Tacos and Nacho Bar Available Daily	Fiesta Lasagna <i>1 serving</i> Triple layer three bean and cheese enchilada pie with Rojo sauce	Chile Roasted Turkey & Bean Burrito Bowl <i>1 each</i> Mexican spiced turkey, seasoned rice and bean bowl	Loaded Green Chili Frito Pie <i>1 serving</i> Crispy corn chips, Mexican seasoned beef & house-made sauce	Verde Chicken Enchilada <i>1 serving</i> Pulled chicken, house-made green chili sauce & cheese	Carne Adovada Burrito <i>1 each</i> Savory pork, cheese, crispy potatoes with a green chili sauce
Seasons Mongolian Grill	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables
Fresh Fruits & Vegetables	½ c Green Peas ½ c Fresh Carrots 1 c Apple Wedges	½ c Corn ½ c Broccoli 2 ea. Fresh Banana	¼ c Italian Vegetables ¾ c Sweet Potatoes 1 c Fresh Pear	½ c Baked Beans ½ c Mashed Potatoes 1 c Fresh Grapes	1 c Garden Salad ½ c Cauliflower 1 c Orange Smiles

SAMPLE 21 DAY CYCLE HIGH SCHOOL LUNCH MENU

(compliant with 7 CFR 210.10)

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

Week 4	Monday	Tuesday	Wednesday	Thursday	Friday
Classic Kitchen Daily Regional, Comfort, & World Flavors	Ground Beef Stroganoff <i>1 serving</i> Seasoned Ground Beef in a Creamy Mushroom Sauce	Stacked Taco Bake <i>1 serving</i> Seasoned ground beef and taco fixings layered in corn tortillas	Yakisoba Noodle Bowl <i>1 serving</i> Stir fried chicken and vegetables tossed in an Asian soy sauce over noodles	Loaded Baked Potato Bar <i>1 serving</i> Hot baked potato with a variety of protein and vegetable toppings	Italian Dunkers <i>1 serving</i> Italian-seasoned cheesy bread served with marinara
The Local Daily Custom Sandwiches , Wraps, Paninis, & Salads	Ham & Cheese Hoagie <i>1 each</i> Chicken Southwest Salad Hot Dog Corn Dog Frito Pie Nachos	Jerk Chicken Wrap <i>1 each</i> Ham & Cheese Chef Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Turkey Veggie Ranch Hoagie <i>1 each</i> Chicken Ranch Pasta Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Tuna Salad Sandwich Chef Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos	Asian Chicken Gyro Wrap <i>1 each</i> Buffalo Chicken Caesar Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos
Flame Burgers, Garden Burgers and Chicken Available Daily	Salsa Turkey Burger <i>1 serving</i> Turkey patty with cheddar cheese and salsa topping on a bun	Mushroom Swiss Burger <i>1 serving</i> Beef patty with caramelized mushrooms and Swiss cheese on a bun	Crispy Bacon Ranch Chicken Sandwich <i>1 serving</i> Chicken breast fillet topped with crispy bacon and ranch on a bun	Caribbean Jerk Turkey Burger <i>1 serving</i> Turkey patty seasoned with Caribbean Jerk spices on a bun	Buffalo Chicken Sandwich <i>1 serving</i> Crispy chicken patty with a buffalo sauce
Sauce + Stone Favorite Italian Specialties	Pizza Dippers <i>2 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Spicy Buffalo Chicken Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Bacon Cheeseburger Flatbread <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Ranch Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>	Chicken Taco Pizza <i>1 slice</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i>
Street Food Custom Tacos and Nacho Bar Available Daily	Cheesy Sriracha Quesadilla <i>1 serving</i> Cheesy quesadilla with spicy Sriracha sauce	STATION Chile Lime Chicken Fajitas <i>1 serving</i> Seasoned citrus spiced chicken with fajita vegetables in 6 in tortillas	Southern Style Cheesy Chicken & Rice <i>1 serving</i> Chicken and rice in a creamy cheesy sauce.	Stacked Taco Bake <i>1 serving</i> Seasoned ground beef and taco fixings layered in corn tortillas	Pozole Rojo <i>1 serving</i> Slow cooked pork in spicy red chile broth served with a side of tortilla chips
Seasons Mongolian Grill	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables
Fresh Fruits & Vegetables	$\frac{1}{2}$ c Tater Tots $\frac{1}{2}$ c Fresh Carrots 1 c Apple Wedges	$\frac{1}{2}$ c Pinto Beans $\frac{1}{2}$ c Street Corn 2 ea. Fresh Banana	$\frac{1}{2}$ c Pinto Beans $\frac{1}{2}$ c Street Corn 2 ea. Fresh Banana	$\frac{1}{2}$ c Steamed Broccoli $\frac{1}{2}$ c Vegetable Blend 1 c Fresh Grapes	1 c Garden Salad $\frac{1}{2}$ c Carrots 1 c Orange Smiles

SAMPLE 21 DAY CYCLE HIGH SCHOOL LUNCH MENU

(compliant with 7 CFR 210.10)

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

DAY 21	Monday	Tuesday	Wednesday	Thursday	Friday
Classic Kitchen Daily Regional, Comfort, & World Flavors	Meatball Parmesan Hoagie <i>1 serving</i> Made with scratch-made marinara sauce topped with freshly grated parmesan				
The Local Daily Custom Sandwiches, Wraps, Paninis, & Salads	Turkey & Cheese Sandwich <i>1 each</i> Chicken Caesar Salad <i>1 each</i> Hot Dog Corn Dog Frito Pie Nachos				
Flame Burgers, Garden Burgers and Chicken Available Daily	Mediterranean Turkey Burger <i>1 each</i> Turkey patty topped with Tzatziki, feta, spinach, tomato & red onion				
Sauce + Stone Favorite Italian Specialties	Pizza Dippers <i>2 each</i> Cheese Pizza <i>1 slice</i> Pepperoni Pizza <i>1 slice</i> Manager Special Pizza				
Street Food Custom Tacos and Nacho Bar Available	Fiesta Lasagna <i>1 serving</i> Triple layer three bean and cheese enchilada pie with Rojo sauce				
Seasons Mongolian Grill	Spicy Pork Chicken Teriyaki Beef & Broccoli Fried or Brown Rice Noodles Stir Fry Vegetables				
Fresh Fruits & Vegetables	½ c Baked Beans ½ c Mashed Potatoes 1 c Fresh Grapes				

SAMPLE 21 DAY CYCLE BREAKFAST MENU K-12 (compliant with 7 CFR 220.8)

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

Monday	Tuesday	Wednesday	Thursday	Friday
1. Pancake Sausage on a Stick Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	2. Veggie Breakfast Bowl Biscuit Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	3. Biscuit w. Sausage Gravy Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	4. Breakfast Pizza Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	5. Fruit & Yogurt Parfait Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk
6. Pancakes, Syrup Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	7. Ham & Cheese Egg Sandwich Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	8. Bacon & Cheese Frittata Cup Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	9. Breakfast Pizza Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	10. Fresh Cinnamon Roll Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk
11. Assorted Whole Grain Muffin String Cheese Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	12. Breakfast Bowl w/ a Biscuit Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	13. Waffle / Syrup Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	14. Sausage Breakfast Pizza Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	15. French Toast Stick / Syrup Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk
16. Breakfast Latin Bake Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	17. Biscuit w. Country Gravy Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	18. Egg & Potato Cheese Scramble 1 ea. Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	19. Apple Overnight Oats Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk	20. Baked WG Breakfast Pastry Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Skim Milk
21. Egg & Cheese Muffin Sandwich Assorted WG Cereal/ Graham Cracker Assorted Fresh Fruit Assorted 1%, Flavored Milk				

SAMPLE 21 DAY CYCLE SNACK MENU CACFP (Dinner)
(compliant with 7 CFR 210.10(o))

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

Monday	Tuesday	Wednesday	Thursday	Friday
1. UBR Round (2g) 2 Cheese Stick (2m) Craisins (.25c) Celery Sticks (.5c)/Ranch 1% White Milk	2. Tostitos WG (2g) 2 Cheese Stick (2m) Orange Slices (.5 c) Tomato Salsa (.5 c) 1% White Milk	3. Simply Chex WG (1g) Asst Yogurt Cup (1m) 1 Cheese Stick (1m) Apple (125ct) Celery Sticks/Ranch (.5c) 1% White Milk	4. Asst Muffin (1g) 2 Cheese Stick (2m) Orange Slices (.5 c) 1/2c Baby Carrots/Ranch 1% White Milk	5. Cereal Bar (2g) 2 Cheese Stick (2m) Craisins (.25c) Celery Sticks/Ranch (.5c) 1% White Milk
6. Tostitos WG (2g) Cheese Sauce (2m) Orange Slices (.5 c) Tomato Salsa (1/2 cup) 1% White Milk	7. Chocolate Muffin (1g) 2 Cheese Stick (2m) Orange Slices (.5 c) 1/2c Baby Carrots/Ranch 1% White Milk	8. Goldfish WG (1g) Asst Yogurt Cup (1m) 1 Cheese Stick (1m) Apple (125ct) Celery Sticks/Ranch (.5c) 1% White Milk	9. Pretzels WG (1g) 2 Cheese Stick (2m) 100% Fruit Juice 1/2c Baby Carrots/Ranch 1% White Milk	10. UBR Round (2g) 2 Cheese Stick (2m) Craisins (.25c) Celery Sticks/Ranch (.5c) 1% White Milk
11. Graham Crackers (1g) 2 Cheese Stick (2m) Craisins (.25c) Celery Sticks/Ranch (.5c) 1% White Milk	12. Asst Muffin (1g) 2 Cheese Stick (2m) Craisins (.25c) Baby Carrots (.5c)/Ranch 1% White Milk	13. Simply Chex WG (1g) Asst Yogurt Cup (4 oz) 1 Cheese Stick (1m) Apple (.5c) Celery Sticks/Ranch (.5c) 1% White Milk	14. Cheez Its WG (1g) 2 Cheese Stick (2m) 100% Fruit Juice (4oz) Baby Carrots/Ranch (.5c) 1% White Milk	15. UBR Round (2g) 2 Cheese Stick (2m) Craisins (.25c) Celery Sticks (.5c)/Ranch 1% White Milk
16. Pretzels (1g) 2 Cheese Stick (2m) Raisin Box 1/2c Baby Carrots 1% White Milk	17. Cheese Its WG (1g) 1 Cheese Stick (2m) Apple (125ct) Celery Sticks/Ranch (.5c) 1% White Milk	18. Goldfish WG (1g) 2 Cheese Stick (2m) Orange Slices (.5 c) 1/2c Baby Carrots/Ranch 1% White Milk	19. Pretzels WG (1g) 2 Cheese Stick (2m) 100% Fruit Juice 1/2c Baby Carrots/Ranch 1% White Milk	20. Tostitos WG (2g) 2 Cheese Stick (2m) Orange Slices (.5 c) Tomato Salsa (.5 c) 1% White Milk
21. Tostitos WG (2g) 2 Cheese Stick (2m) Orange Slices (.5 c) Tomato Salsa (.5 c) 1% White Milk				

**SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM (SFSP) MENU (compliant with 7 CFR 210.10
or 225.16, as specified by the SFA)**

Attach a sample cycle SFSP menu prepared by the SFA. This menu must be used for the 1st 21 day cycle of the SFSP.

SAMPLE CYCLE SUMMER FOOD SERVICE PROGRAM MENU (compliant with 7 CFR 210.10 or 225.16, as specified by the SFA)

This menu must be used for the 1st _____ day cycle of the SFSP.

Monday	Tuesday	Wednesday	Thursday	Friday
1. Mac & Cheese 1 serving Baby Carrots ½ c Peas ¼ c ALT: Chicken Nuggets	2. Bean & Cheese Burrito 1 ea. Corn ½ c Broccoli ¼ c ALT: Cheeseburger	3. Casado Rice Bowl 1 serving Roasted Sweet Potatoes ½ c Mix Vegetable Blend ¼ c ALT: Hot Dog	4. BBQ Chicken Thigh 1 ea. WG Dinner Roll 1 ea. Baked Beans ½ c Mashed Potatoes ½ c ALT: Grilled Cheese	5. Cheese or Pepperoni Pizza Garden Salad 1 c Roasted Cauliflower ¼ c ALT: Chicken Patty
6. French Toast Sticks 4 ea. with Cheesy Eggs ¼c Carrots ½ c Tater Tots ½ c ALT: Steak Fingers	7. Stacked Taco Bake 1 serving Pinto Beans ½ cup Roasted Street Corn ¼ c ALT: Fish Sandwich	8. Yakisoba 1 serving Cucumber ¼ c Szechuan Green Beans ½ c ALT: Corn Dog	9. Baked Potato Bar 1 serving Broccoli ½ c Mixed Vegetables ¼ c ALT: Mozzarella Sticks	10. Italian Dunkers 2 ea. Garden Salad 1 c Carrots ½ c ALT: Grilled Chicken Patty
11. Cheesy Baked Ziti 1 serving Peas & Carrots ½ c Celery Sticks ¼ c ALT: Chicken Nuggets	12. Taco/Nacho Bar 1 serving Bean & Corn Salad ½ c Tomatoes ¼ c ALT: Cheeseburger	13. Cuban Sandwich 1 ea. Sweet Potato Fries ½ c Broccoli ¼ c ALT: Hot Dog	14. Spaghetti w/ Meatballs 1 serving Peas ½ c Carrots ½ c ALT: Grilled Cheese	15. Veggie & Chicken Flatbread 1 ea. Garden Salad 1 c Roasted Zucchini ¼ c ALT: Chicken Patty
16. Pancakes 2 ea. with Cheesy Eggs ¼ c Tater Tots ½ c Carrots ¼ c ALT: Steak Fingers	17. Baja Chicken w/ Cilantro Lime Rice 1 serving Patatas Bravas ½ c Broccoli ¼ c ALT: Fish Sandwich	18. Beijing Chicken w/ Brown Rice 1 serving Roasted Butternut Squash ½ c Mixed Vegetables ¼ c ALT: Corn Dog	19. BBQ Pulled Pork Sandwich 1 ea. Baked Beans ½ c Coleslaw ¼ c ALT: Mozzarella Sticks	20. Cheese or Pepperoni Pizza Garden Salad 1 c Italian Vegetables ¼ c ALT: Grilled Chicken Patty
21. Mac & Cheese 1 serving Baby Carrots ½ c Peas ¼ c ALT: Chicken Nuggets	22. Bean & Cheese Burrito 1 ea. Corn ½ c Broccoli ¼ c ALT: Cheeseburger	23. Casado Rice Bowl 1 serving Roasted Sweet Potatoes ½ c Mix Vegetable Blend ¼ c ALT: Hot Dog	24. BBQ Chicken Thigh 1 ea. WG Dinner Roll 1 ea. Baked Beans ½ c Mashed Potatoes ½ c ALT: Grilled Cheese	DAILY ALTERNATE OF ENTRÉE SALAD, SANDWICH, OR WRAP NUTRITION BAR – Choose from a variety of fresh fruits or vegetables. ½ fruit option and milk included with your meal and offered daily.

SAMPLE CYCLE Seamless Summer Option (SSO) MENU (compliant with 7 CFR 210.10 or 225.16, as specified by the SFA)

Attach a sample cycle SSO menu prepared by the SFA. This menu must be used for the 1st ____21__ day cycle of the SSO.

HOLIDAY SCHEDULE .

July 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4 Independence Day Holiday

January 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan. 3 Students Return
 Jan. 6 Teachers grades due at 8:00 a.m.
 Jan. 11 Report Card
 Jan. 16 Martin Luther King Day Holiday

August 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug. 3-4 New Teacher Academy
 Aug. 5 Staff Work Day
 Aug. 8 1/2 day District Orientation
 1/2 day Site Meetings
 Aug. 9-10 Site PD
 Aug. 11 **First Day of School**
 Kinder, 6th & 9th ONLY
 Aug. 12 **First Day of School**
 Pre-K, 1, 2, 3, 4, 5, 7, 8, 10, 11, 12

February 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb. 2 Parent Teacher Conf.
 (No School for all students)
 Feb. 3 Parent Teacher Conf.
 (No School for all students)
Feb. 8 120th Day (State Reporting)
 Feb. 20 President's Day Holiday

September 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sept. 5 Labor Day Holiday
 Sept. 29 Parent Teacher Conf.
 (No school for all students)
 Sept. 30 Parent Teacher Conf.
 (No school for all students)

March 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March 3 End of 3rd 9 Weeks
 March 6 Teachers grades due at 8:00 a.m.
 March 9 Report Card
 March 20-24 Spring Break
 (March 20 Snow Day, if necessary)

October 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Oct. 7 End of 1st 9 weeks
 Oct. 10 Professional Development
 (No School for all students)
 Teachers grades are due at 8:00 a.m.
 Oct. 12 40th Day (State Reporting)
 Oct. 13 Report Card

April 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April 7 Snow Day
 April 10 Spring Holiday

November 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Nov. 11 Veteran's Day Holiday
 Nov. 21-25 Fall Break/Thanksgiving Holiday

May 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 25 Grades due at 4:00 p.m.
 May 25 Last day of School
 Kinder, 6th, 9th
 May 26 Last day of School
 Pre-K, 1, 2, 3, 4, 5, 7, 8, 10, 11, 12
 May 26 AHS/AdS Graduation
May 26 EOY Reporting Day
 May 29 Memorial Day Holiday

December 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Dec. 1 80th Day (State Reporting)
 Dec. 16 End of 2nd 9 weeks/
 Semester
 Dec. 19 - Jan. 2 Winter Break

June 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

** Calendar subject to changes **

**Board Adopted
 April 20, 2022**

Student Days 83
 Staff Days 89
 *Parent Teacher conference 2

Student Days 93
 Staff Days 95
 *Parent Teacher conference 2

INDEPENDENT PRICE DETERMINATION CERTIFICATE

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

Name of Food Service Management Company

Name of School Food Authority

- A. By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror (to whom?) 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 for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offeror certifies that:
1. He or she is the person in the Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

Signature of Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

NOTE: Accepting a proposer's/offeror's offer does not constitute award of the contract

NEW MEXICO PUBLIC EDUCATION DEPARTMENT

CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION

This certification is required by the rules implementing Executive Order 12549, "Debarment and Suspension," 2 CFR Part 180, as adopted and modified by the United States Department of Agriculture (USDA) at 2 CFR Part 417. The United States Office of Management and Budget (OMB) published its interim final guidance on August 31, 2005 in Volume 70, No. 168 of the Federal Register, pages 51863 through 51880, and its final rule adopting and supplementing its interim final guidance with changes on November 15, 2006 in Volume 71, No. 220 of the Federal Register, pages 66431 through 66432. The USDA published its interim final rule implementing the OMB guidance on nonprocurement debarment and suspension on May 25, 2010 in Volume 75, No. 100 of the Federal Register, pages 29183 through 29189. Assistance in securing copies of these rules and regulations may be obtained by contacting the New Mexico Public Education Department, Federal Programs Division, 120 South Federal Place, Santa Fe, New Mexico 87501.

(BEFORE COMPLETING THIS CERTIFICATION, READ THE INSTRUCTIONS BELOW)

1. The prospective participant or principal named below certifies, to the best of its knowledge, information, and belief that both it and its authorized representatives:
 - (a) Are **not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction by any Federal agency or department;
 - (b) Have **not** within the three-year period preceding the signing and submission of this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects their present responsibility;
 - (c) Have **not** within the three-year period preceding the signing and submission of this certification, violated the terms of a public agreement or transaction so seriously as to affect the integrity of a Federal, State, or local governmental agency program, such as a willful failure to perform in accordance with the terms of one or more public agreements or transactions; a history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or a willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction;
 - (d) Have **not** within the three-year period preceding the signing and submission of this certification, been debarred by a Federal agency or department for any of these causes: a nonprocurement debarment by any Federal agency or department taken before March 1, 1989, or a procurement debarment by any Federal agency or department taken pursuant to 48 CFR Part 9, Subpart 9.4, before August 25, 1995; knowingly doing business with an ineligible person, except as permitted under 2 CFR 180.135; failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt was

CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION

uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted; violation of a material provision of a voluntary exclusion agreement entered into under 2 CFR 180.640 or of any settlement of a debarment or suspension action; or violation of the provisions of the Drug-Free Workplace Act of 1988;

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

(f) Have **not** within the three-year period preceding the signing and submission of this certification, had one or more Federal, State or local public transactions terminated for cause or default.

2. Where the prospective participant or principal is unable to certify to any of the statements in this certification, that prospective participant or principal **must** attach to its proposal an explanation for that inability.

Full Name of Prospective Participant or Principal

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

Signatures(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective participant or principal is providing the certification set forth above in accordance with these instructions.

2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant or principal is required to submit an explanation of why it cannot provide the certification set forth in this form. The certification or explanation will be considered in connection with the Federal agency or department's determination as to whether to enter into this covered transaction. However, failure of the prospective participant or principal to furnish a certification or an explanation shall disqualify that person from participation in this covered transaction.

3. The certification in this form is a material representation of fact upon which the Federal agency or department relied when it made the determination to enter into this covered transaction. If it is later determined that the prospective participant or principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Federal agency or department may terminate this transaction for cause or default.

4. The prospective participant or principal shall provide immediate written notice to the Federal agency or department to which this completed form is submitted, if at any time the prospective participant or principal learns or discovers that its certification was erroneous when submitted or has since become

CERTIFICATION REGARDING NONPROCUREMENT DEBARMENT AND SUSPENSION

Page 2 of 3

LOBBYING CERTIFICATION

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. CPED. 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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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
 STANDARD FORM -LLL APPROVED BY OMB
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
 TO 31 U.S.C. 1352
 (SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> <u>A. Contract</u></p> <p><input type="checkbox"/> <u>B. Grant</u></p> <p><input type="checkbox"/> <u>C. Cooperative Agreement</u></p> <p><input type="checkbox"/> <u>D. Loan</u></p> <p><input type="checkbox"/> <u>E. Loan Guarantee</u></p> <p><input type="checkbox"/> <u>F. Loan Insurance</u></p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> <u>A. Proposer/Offer/Application</u></p> <p><input type="checkbox"/> <u>B. Initial Award</u></p> <p><input type="checkbox"/> <u>C. Post award</u></p>	<p>3. Report Type</p> <p><input type="checkbox"/> <u>A. Initial Filing</u></p> <p><input type="checkbox"/> <u>B. Material Change</u></p> <p style="text-align: center;">For Material Change Only:</p> <p><u>Year: _____ Quarter: _____</u></p> <p><u>Date of Last Report: _____</u></p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> <u>Prime</u> <input type="checkbox"/> <u>Sub awardee</u></p> <p style="text-align: center;">Tier _____, if known</p> <p><u>Congressional District, if known: _____</u></p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p><u>Congressional District, if known: _____</u></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p><u>CFDA Number, if applicable: _____</u></p>	
<p>8. Federal Action Number: (if known)</p>	<p>9. Award Amount: (if known)</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</p>	<p>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</p>	
<p>11. Amount of Payment: (check all that apply)</p> <p>\$ _____</p> <p><u>Actual</u> <input type="checkbox"/> <u>Planned</u> <input type="checkbox"/></p>	<p>13. Type of Payment: (check all that apply)</p> <p><input type="checkbox"/> <u>A. Retainer</u></p> <p><input type="checkbox"/> <u>B. One-Time Fee</u></p> <p><input type="checkbox"/> <u>C. Commission</u></p> <p><input type="checkbox"/> <u>D. Contingency Fee</u></p> <p><input type="checkbox"/> <u>E. Deferred</u></p> <p><input type="checkbox"/> <u>F. Other: (specify) _____</u></p>	
<p>12. Form of payment: (check all that apply)</p> <p><input type="checkbox"/> <u>A. Cash</u></p> <p><u>Nature _____</u></p> <p><input type="checkbox"/> <u>B. In-kind (specify)</u></p> <p><u>Value _____</u></p>		
<p>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.</p> <p style="text-align: center;">(Attach Continuation Sheets if necessary)</p>		
<p>15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which</p>		

evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone Number:

Date:

Federal Use Only

Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in 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 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 (OMB) 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 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 sub awardee, e.g., the first sub awardee of the prime is the first 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 *Sub awardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. 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 Item 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 name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Clean Air and Water Certificate

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

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).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- 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.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

SIGNATURE/TITLE OF SFA AUTHORIZED REPRESENTATIVE DATE

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the prospective Contractor named below.

Signature: _____ **Title:** _____

Name Printed: _____ **Date:** _____

Company: _____ **City:** _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

“Applicable Public Official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official on the District Board of Education:

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position) _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position) _____