

GMSD Board Work Session

May 17, 2023 5:00 PM

Board Room, GMSD Office

1. Miscellaneous FY 22-23 Budget Amendment # 26
2. Approval of Consolidated Funding Application
3. Replacement of Wireless Access Points at Houston High School
4. Custodial Contract Renewal
5. Maintenance Contract Renewal
6. GMSD FY 23-24 General Purpose Fund Budget - Second and Final Reading
7. GMSD FY 2023-2024 Federal, Capital, Cafeteria, Health Insurance and OPEB Budgets -
First Reading
8. Further Business
- 8.A. SFE Contract Renewal



Germantown Municipal School District
Budget Amendment

Fiscal Year: 2022 - 2023

Amendment # 26

| GMSD Acct # | GMSD Acct | Original Budget | Approved Changes | Requested Changes | Amended Budget |
|--|--------------------------------------|-----------------|------------------|-------------------|----------------|
| 141-71100-116 - REGED | Teachers | - | - | 292,600 | 292,600 |
| 141-71100-163 | Educational Assistants | - | - | 27,625 | 27,625 |
| 141-71100-201 | Social Security | - | - | 19,854 | 19,854 |
| 141-71100-204 | TCRS | - | - | 19,927 | 19,927 |
| 141-71100-212 | Medicare | - | - | 4,644 | 4,644 |
| 141-71100-217 | TCRS | - | - | 5,070 | 5,070 |
| 141-71200-429 | Instructional Supplies and Materials | - | - | 126,985 | 126,985 |
| 141-72120-131 - HEALTH | Medical Personnel | - | - | 7,315 | 7,315 |
| 141-72120-201 | Social Security | - | - | 453 | 453 |
| 141-72120-217 | TCRS | - | - | 293 | 293 |
| 141-72120-212 | Medicare | - | - | 106 | 106 |
| 141-72120-499 | Other Supplies & Materials | - | - | 500 | 500 |
| 141-72130-123 - OTH STUDENT SUPPT | Guidance Personnel | - | - | 14,630 | 14,630 |
| 141-72130-201 | Social Security | - | - | 907 | 907 |
| 141-72130-204 | TCRS | - | - | 996 | 996 |
| 141-72130-212 | Medicare | - | - | 212 | 212 |
| 141-72130-499 | Other Supplies & Materials | - | - | 250 | 250 |
| 141-72410-104 - OFC OF PRINCIPAL | Principal Salaries | - | - | 9,816 | 9,816 |
| 141-72410-162 | Clerical Personnel | - | - | 2,763 | 2,763 |
| 141-72410-201 | Social Security | - | - | 780 | 780 |
| 141-72410-204 | TCRS | - | - | 669 | 669 |
| 141-72410-212 | Medicare | - | - | 183 | 183 |
| 141-72410-217 | TCRS | - | - | 111 | 111 |
| 141-72410-435 | Office Supplies | - | - | 800 | 800 |
| 141-73100-165 - FOOD SERVICE | Cafeteria Personnel | - | - | 10,400 | 10,400 |
| 141-73100-422 | Food Supplies | - | - | 16,000 | 16,000 |
| 141-46590 | Revenues - Summer Learning Camps | - | - | 563,889 | 563,889 |

REASON FOR AMENDMENT:

To appropriate Summer Learning Camps funding - Cost Center 1010

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____

_____ Budget revision is denied for the following reason(s):

GMSD Board Chair Date

GMSD Superintendent Date

TO: Germantown Municipal School District
 John Pierce
 3350 Forest Hill Irene Road
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900
 (f) 901-757-6479

FROM: Presidio Networked Solutions
 Eddie Orfale
 12 Cadillac Drive
 Suite 130
 Brentwood, TN 37027

 eorfale@presidio.com
 (p) +1.407.641.0550

BILL TO: Germantown Municipal School District
 John Pierce
 3350 S. Forest Hill Irene Rd.
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900

SHIP TO: Germantown Municipal School District
 John Pierce
 3350 S. Forest Hill Irene Rd.
 Germantown, TN 38138

 john.pierce@gmsdk12.org
 (p) 901-752-7900

Customer#: GERMA007

Contract Vehicle: Tennessee NASPO ValuePoint Cisco AR3227 TN# 65778

Account Manager: Jeff Hodges

Inside Sales Rep: Eddie Orfale

Title: Germantown Schools - Wireless Refresh

| # | Part # | Description | Unit Price | Qty | Ext Price |
|--------------------|-------------|-----------------------------------|------------|-----|---------------------|
| MR56-HW | | | | | |
| 1 | MR56-HW | Meraki MR56 Wi-Fi 6 Indoor AP | \$1,297.92 | 134 | \$173,921.28 |
| Total: | | | | | \$173,921.28 |
| LIC-ENT-3YR | | | | | |
| 2 | LIC-ENT-3YR | Meraki MR Enterprise License, 3YR | \$248.37 | 134 | \$33,281.58 |
| Total: | | | | | \$33,281.58 |

| | | |
|--|---------------------|---------------------|
| | Sub Total: | \$207,202.86 |
| | Grand Total: | \$207,202.86 |

TERMS AND CONDITIONS OF THE CISCO NASPO AR3227 TENNESSEE 65778 SHALL GOVER THIS QUOTE

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
 CISCO NASPO AR3227 TENNESSEE 65778

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

No signed quote. PO required.



CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT (“Agreement”), by and between **Germantown Board of Education, operating as Germantown Municipal School District**, a school district organized and existing under the laws of the State of Tennessee (hereinafter referred to as the “Owner”), having its principal place of business at 3350 S. Forest Hill Irene Rd., Germantown, TN 38138 and **SKB Facilities and Maintenance, Inc.** (hereinafter referred to as the “Contractor”), having its principal place of business at 3571 Winchester Rd. Memphis, TN 38118.

RECITALS:

1. Owner is desirous of contracting with a third party for providing custodial and cleaning services for the Germantown Municipal School District.
2. The Contractor represents that it can perform the work and is willing and able to perform the work required under this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Owner and the Contractor (the “Parties”) agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Contract Documents” means the documents listed in Section 3 of this Agreement and modifications issued after execution of the contract.

“Contract Price” means the amount to be paid for the Work, as set forth in Section 6 of this Agreement.

“Contractor” means the person or entity identified as such throughout the Contract Documents, as if singular in number, or its authorized representative.

“Owner” means Germantown Board of Education, including its Project Manager or other designees.

“Equipment” means the related materials involved in providing the services delineated herein.

“Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the “Work”) required for custodial and cleaning services for the Germantown Municipal School District, in strict accordance with the Contract Documents. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

3. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either

attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement, including the ARRA Addendum attached hereto, if any;
- b. RFP #FY210006 issued by Arlington Community Schools;
- c. SKB Proposal dated May 24, 2021;
- d. Certificate(s) of Insurance submitted by the Contractor in connection with this contract;

3.1 PRIORITY OF DOCUMENTS. In the event of inconsistency between the terms of this Agreement and any other agreements or documents, the terms of this Agreement shall prevail.

4. CONTRACT TERM. The contract shall be for an initial period beginning July 1, 2021 through June 30, 2022 upon receipt of a fully executed Agreement. The Germantown Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods at the same pricing if agreeable to both parties.

5. CONTRACT PRICE. The Owner shall pay the Contractor for the performance of the Work, in current funds, a monthly payment of Eighty Five Thousand One Hundred Sixty Two and 98/100 Dollars (\$85,162.98) for the Services. Should service not be needed at a particular facility as defined in the proposal from SKB, the amount quoted from SKB for that particular facility will be deducted and monthly billing will be pro-rated accordingly.

6. PAYMENT FOR WORK PERFORMED. The Owner will use best efforts to pay within fifteen (15) days of receipt of an invoice for the Work accepted by the Owner.

7. RESPONSIBILITY FOR THE WORK. The Contractor shall take all responsibility for the Work, and shall take all precautions for preventing injuries to persons and property in or about the Work. The Contractor shall effectively protect its Work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

8. GENERAL INDEMNIFICATION. The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

9. INSPECTION AND TESTS. All Equipment furnished and installed hereunder shall be subject to the inspection, tests and approval of the Owner. Notwithstanding, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the contract obligations.

10. PATENT INDEMNIFICATION. The Contractor agrees to assume the defense of and shall indemnify and save harmless the Owner and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, Equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the Owner may elect, replace such material, Equipment or apparatus with non-infringing material, Equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

11. INSURANCE REQUIREMENTS. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this

Agreement.

- a. Worker's compensation coverage in accordance with the statutory requirements and limits of the State of Tennessee
- b. Comprehensive general liability insurance for bodily injury, including death, and property damage of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- c. Comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum of bodily and property damage of \$1,000,000 each accident, combined single limit from a company licensed to write insurance policies in the state of Tennessee.
- d. Excess or umbrella insurance of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- e. Fidelity/Employee Dishonesty insurance with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.
- f. Employment practices liability insurance (EPLI) with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.

The Contractor shall not commence the Work until proof of compliance with this Section 11 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the state of Tennessee. This certificate shall indicate that the contractual liability coverage is in force. The Owner shall be named as additional insured on the Contractor's Liability Policies. Written notice of cancellation of any insurance required by this Agreement, whether by the insurer or the insured must be provided to Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. Contractor will ensure that required coverage is re-established should such cancellation occur. Failure to re-establish coverage shall be considered a breach of this Agreement.

12. DEVOTION TO DUTY. Contractor shall devote adequate time and attention to its duties under this Agreement and agrees that it shall perform these duties to the best of its ability and according to the requirements of this Agreement.

13. TERMINATION FOR UNSATISFACTORY PERFORMANCE. Owner shall have the right to terminate this agreement for failure of performance by Contractor. If, in the sole reasonable opinion of the Owner, Contractor is not performing services in accordance with the requirements of this agreement, and Owner desires to terminate the agreement, Owner shall give contractor sixty (60) days written notice of its intention to cancel the agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in default. On or before the end of the sixty (60) days Cure Period, Owner shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Owner may, by further written notice, cancel the agreement thirty (30) days from the end of the Cure Period. In the event that Owner does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the agreement shall continue in full force and effect thereafter.

14. JOINT REVIEW COMMITTEE. A Joint Review Committee shall be formed and comprised of at least two (2) persons from Owner and two (2) persons from Contractor. The purpose of the Committee will be to review the performance by Contractor and facilitate regular communication between Owner and Contractor regarding the Services. This Committee shall hold its first meeting not later than thirty (30) days from the commencement of this Agreement and thereafter shall have regular meetings.

15. SAFETY REQUIREMENTS. The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Agreement. The Contractor shall also agree to abide by the following:

a) Contractor shall be responsible for safeguarding against loss, theft or damage of Owner's property, materials, equipment and accessories. Owner shall provide storage for the equipment and supplies or materials normally required for services provided under this Agreement. Contractor shall be responsible for the proper secure and safe storage of its equipment, supplies or materials necessary for providing services to Owner.

b) Contractor employees shall not carry or allow to be carried onto school property any guns, knives, dangerous weapons, alcohol or drugs. Contractor employees shall not use or allow to be used any tobacco products while on school property.

c) Contractor shall be fully responsible for the security and appropriate use of any keys issued to Contractor or its employees. Contractor shall immediately notify Owner that a key has been lost. Contractor will replace lost keys and reimburse Owner for costs resulting from keys issued to Contractor and lost. Keys shall be returned to the appropriate site administrator at the end of each work period.

d) Contractor personnel shall not allow unauthorized persons to enter school buildings.

e) Owner shall charge back to Contractor \$15.00 per hour should an employee of Owner be required to secure a building left unsecured by a Contractor employee.

f) All employees representing the Contractor shall abide by all policies set at the school level, including, but not limited to parking, checking in and out at the front office any time an employee of the Contractor is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the educational environment of the school.

16. BACKGROUND CHECKS. Contractor hereby agrees that it is aware of the provisions of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Contractor hereby certifies that it has, and will, at all times during the performance of the Work, comply with the provisions of this statute and will provide to Owner, upon request, proof of its compliance with this provision. A default by the Contractor of the provisions of this Section 20 shall be automatic grounds for termination of this Agreement pursuant to Section 15.

17. NONDISCLOSURE. Contractor will not disclose or permit to be disclosed any proprietary information, data, systems, pricing or finances of Owner unless otherwise required by law. Contractor will not disclose or permit to be disclosed any information required by law to be maintained confidentially by Owner, including but not limited to individually identifiable information about students and confidential information concerning employees.

18. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor will perform the Work under this Agreement as an independent contractor. It is also agreed that Contractor will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform Work under this Agreement. No agency or employment relationship with Owner is intended nor shall be construed to exist between Owner and Contractor or between Owner and any of Contractor's employees performing the Work under this Agreement, and neither Contractor nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans. Owner will have no liability for payment of Contractor employee wages, fringe benefits, payroll taxes or other expenses of employment. Furthermore, if any charge, lawsuit or claim of any kind is filed against Owner alleging that Owner is also an employer of Contractor's employees, Contractor agrees to indemnify, hold harmless and reimburse Owner for all costs, including attorneys' fees in defending any such action. Contractor shall provide a fidelity bond to insure Owner against losses that Owner may incur as a result of acts by Contractor employees and/or agents and shall indemnify and hold Owner, its servants and employees harmless for negligent or intentional acts of Contractor employees.

19. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner. It is understood that all terms and conditions of the Contract Documents apply to any subcontractors that may be utilized for this project.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its choice of law provisions. Jurisdiction of any legal proceeding or dispute related to this agreement shall be exclusively within the Courts of the State of Tennessee and venue shall be in Shelby County, Tennessee.

21. SEVERABILITY. The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

22. AMENDMENTS TO THIS CONTRACT. This Agreement may not be amended except by mutual agreement in writing which specifically recites that the Parties intend such writing to amend this Agreement and which is signed by authorized representatives of each party

23. ENTIRE AGREEMENT. This Agreement, together with the Scope of Work and other documents that may be executed pursuant to this Agreement and incorporated herein, constitutes the entire agreement between the Parties and shall supersede any and all prior agreements, communications and understandings between the Parties with respect to the subject matter hereof. The terms of this Agreement shall apply notwithstanding any proposed variations or additions that may be contained in any purchase order, invoice or other communication submitted by Contractor. This Agreement may not be modified, amended or changed except by mutual agreement in writing.

25. NOTICES. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by express delivery or confirmed facsimile, or certified mail, return receipt requested, to the Parties at the respective address set forth below, or to such other address as the party to receive the notice has designated by notice to the other party:

If to Contractor: SKB Facilities and Maintenance, Inc.
3571 Winchester Rd.
Memphis, TN 38118
Attn: Lashone Bynum

If to Owner: Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138
Attn: Joshua Cathey

26. NO WAIVER. The failure by either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

27. SURVIVAL. Any provisions of this Agreement, and any other provisions that create obligations extending beyond the term of this Agreement, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

28. EQUAL OPPORTUNITY. During the performance of this contract, the Contractor agrees as follows:

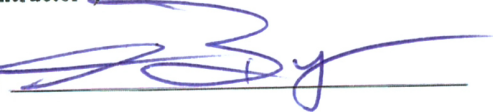
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action so that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. To the extent required by law, the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - d. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - e. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled or terminated.
- 29. SALES TAX EXEMPTION AND OTHER TAXES.** The Contractor shall be responsible for paying all taxes and tariffs of any sort, related to the Work. Owner is a tax-exempt organization and, to the fullest extent allowable by law, shall incur no charges for the payment of taxes.
- 30. PROHIBITION AGAINST LIENS.** The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.
- 31. ATTORNEYS FEE AND EXPENSE OF ENFORCEMENT.** If, by reason of the failure of the Contractor to carry out and perform any of the provisions of this Agreement or the obligations under this Agreement, it becomes necessary or desirable in the judgment of the Owner to employ an attorney or incur any other reasonable attorneys' fees, cost or expenses, then Contractor agrees to pay such reasonable attorneys' fees and expenses, and hold Owner harmless against any loss thereof.
- 32. CONFLICT OF INTEREST.** Contractor warrants that no part of the compensation payable hereunder shall be paid directly or indirectly to an employee or official of Owner as wages, compensation, or gifts in exchange in connection with the Services contemplated or performed relative to this Agreement. Contractor shall disclose in writing to Owner's Office of the General Counsel any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to Owner in the performance of this Agreement. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by Owner to Contractor pursuant to this Agreement.
- 33. COMPLIANCE WITH LAWS.** Contractor will observe and comply with all applicable local, state, and federal laws, ordinances and regulations, including, but not limited to, Equal Opportunity laws, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA) the Civil Rights Act of 1964, and the Americans with Disability Act (ADA).
- 34. APPROPRIATIONS.** This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, Owner reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by Owner. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 35. AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by Contractor and Owner have been duly authorized by all necessary laws, resolutions and/or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and Owner in accordance with its terms.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

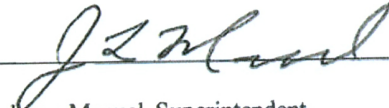
SKB FACILITIES AND MAINTENANCE, INC.
("Contractor")

By: 

Lashone Bynum, President/CEO

Date: 6-10-2021

GERMANTOWN BOARD OF EDUCATION
("Owner")

By: 

Jason Manuel, Superintendent

Date: 6-10-21



FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the "First Amendment"), effective as of July 1, 2022, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District ("Customer") and **SKB Facilities and Maintenance, Inc.** ("Contractor"). Contractor and Customer are hereinafter referred to as the "Parties" to this First Amendment.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the "Agreement"), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2022** and terminate **June 30, 2023** (the "Term"), unless sooner extended or terminated as provided in the Agreement.
2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this First Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
3. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this First Amendment, neither party is in default or otherwise in breach of the Agreement, and to

their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.

4. **Counterparts.** This First Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION

SKB FACILITIES AND MAINTENANCE, INC.

Signature: 

Signature: 

Name: Jason L. Manuel

Name: Shone Bynum

Title: Superintendent

Title: President / CEO

Date: 6-9-22

Date: 6/3/2022

SECOND AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the "Second Amendment"), effective as of January 1, 2023, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District ("Customer") and **SKB Facilities and Maintenance, Inc.** ("Contractor"). Contractor and Customer are hereinafter referred to as the "Parties" to this Second Amendment.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the "Agreement"), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the "First Amendment")
- C. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Contract Price.** In order to add the Houston Middle School addition to SKB's custodial Services as outlined in the Agreement and First Amendment, the Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of Ninety One Thousand Three Hundred Sixty Nine and 98/100 Dollars (\$91,369.98). This is a monthly addition of Six Thousand Two Hundred Seven (\$6,207) Dollars to the Agreement.
2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Second Amendment, all terms, covenants, conditions, and provisions of

the Agreement and the First Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.

3. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
4. **Counterparts.** This Second Amendment may be executed in one of more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION

Signature: 

Name: Jason Manuel

Title: Superintendent

Date: 3/1/23

SKB FACILITIES AND MAINTENANCE, INC.

Signature: 

Name: Shane Bynum

Title: President / CEO

Date: 3/1/2023

THIRD AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the “Third Amendment”), effective as of July 1, 2023, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District (“Customer”) and **SKB Facilities and Maintenance, Inc.** (“Contractor”). Contractor and Customer are hereinafter referred to as the “Parties” to this Third Amendment.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the “Agreement”), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the “First Amendment”)
- C. **WHEREAS**, the Parties have entered into a Second Amendment to Custodial Services Agreement dated March 1, 2023 (collectively referred to as the “Second Amendment”)
- D. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Contract Price.** Section 5 of the Agreement is amended as follows: The Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of One Hundred Sixteen Thousand Three Hundred Sixty Nine and 98/100 Dollars (\$116,909.96), less non-performance penalties in the amount of \$500.00 per occurrence for:

- a) Each month that SKB scores less than ninety (90%) percent on the monthly cleaning inspection score sheet; AND/OR
- b) Each week that SKB fails to satisfy ninety-five (95%) percent of the staffing requirements as set forth on the "Staffing Requirements Chart" (attached as Exhibit "A").
2. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of July 1, 2023, and terminate June 30, 2024 (the "Term") unless sooner extended or terminated as provided in the Agreement.
3. **Additional Terms.** SKB agrees to be bound by the terms of the General Terms and Conditions set forth in Request for Proposal #FY210006, with the exception that numbered paragraphs 3(k) and 7 on page 12 of Proposal #FY21006 shall be deleted and replaced with the following language: "A minimum wage of \$15/hour shall be paid to all SKB employees assigned to perform work at any GMSD facility."
4. **Additional Terms.** SKB agrees that all required summer cleaning, including but not limited to floor waxing must be completed prior to July 15, 2023.
5. **Additional Terms.** SKB agrees to provide a 100% Performance bond by close of business on May 26, 2023.
6. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Third Amendment, all terms, covenants, conditions, and provisions of the Agreement, the First Amendment, and the Second Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.
7. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
8. **Counterparts.** This Third Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION

Signature: _____

Name: _____

Title: _____

Date: _____

SKB FACILITIES AND MAINTENANCE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Staffing Requirements Chart

District Office

| Classification | No. of Employees | Shift Hours | Total Hours |
|-----------------|------------------|-------------|-------------|
| General Cleaner | 1 | 8 | 8 |
| | | 8 | 8 |

Dogwood Elementary School

| Classification | No. of Employees | Shift Hours | Total Hours |
|------------------|------------------|-------------|-------------|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| General Cleaners | 2 | 4 | 8 |
| | | | 28 |

Farmington Elementary School

| Classification | No. of Employees | Shift Hours | Total Hours |
|------------------|------------------|-------------|-------------|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| General Cleaners | 2 | 4 | 8 |
| | | | 28 |

Forest Hill Elementary School

| Classification | No. of Employees | Shift Hours | Total Hours |
|------------------|------------------|-------------|-------------|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| General Cleaners | 3 | 4 | 12 |
| | | | 32 |

Houston High School

| Classification | No. of Employees | Shift Hours | Total Hours |
|------------------|------------------|-------------|-------------|
| Supervisor | 1 | 4 | 4 |
| Project | 1 | 8 | 8 |
| Day Porter | 1 | 8 | 8 |
| Mid Day | 2 | 6 | 12 |
| Floor Tech | 1 | 6 | 6 |
| General Cleaners | 3 | 5 | 15 |
| General Cleaners | 3 | 4 | 12 |
| General Cleaners | 4 | 4 | 16 |
| | | | 81 |

Houston Middle School

| Classification | No. of Employees | Shift Hours | Total Hours |
|-----------------------|-------------------------|--------------------|--------------------|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| General Cleaners | 6 | 4 | 24 |
| | | | 44 |

Riverdale Elementary

| Classification | No. of Employees | Shift Hours | Total Hours |
|------------------------|-------------------------|--------------------|--------------------|
| Supervisor- Floor Tech | 1 | 5 | 5 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| General Cleaners | 5 | 5 | 25 |
| | | | 42 |

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT

Germantown Municipal School District

Contract Period: July 1, 2023 through June 30, 2024

Germantown Municipal School District, hereafter called "SFA" and Southwest Foodservice Excellence, LLC hereinafter called "FSMC", hereby agree that the FSMC will operate the child nutrition program for the SFA during the period of July 1, 2023 through June 30, 2024 with the option to extend for an additional one (1) one-year contract terms unless terminated by either Party.

This renewal agreement is constituted by the SFA's acceptance of the FSMC's response to the SFA's original Request for Proposal and Subsequent Contract effective July 1, 2020. The FSMC agrees to comply with all parts of the SFA's Request for Proposal and Subsequent Contract.

Date of Base Contract:
July 1, 2020

Renewal Year (highlighted)
1 2 **3** 4

The Administrative and Management fees for the 2023-2024 school year will be –

| | 2022-23 Rate | 2023-24 Rate | Percentage Increase |
|---|-----------------|-----------------|------------------------|
| Admin Fee Per Meal/Lunch Equivalent-Billed Monthly (10) | \$4,858.30 | \$5,256.68 | 8.2% |
| Management Fee Per Meal/Lunch Equivalent | \$0.0411 | \$0.0445 | 8.2% |

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the Contract which has not previously been furnished to TDOE;
None to report at this time
2. An amended list of schools, if the SFA has added/deleted schools to/from the Contract;
None to report at this time
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the FSMC. The average percentage increase in the "food away from home" series of the Consumer Price Index (CPI) is **8.2%**. The **8.2%** increase is based on December 2022 data.

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Germantown Municipal School District
Contract Period: July 1, 2023 through June 30, 2024

Per State requirement, SFA's with fixed price FSMC agreements must comply with the nonprogram foods requirement in 7 CFR Part 210.14. The Parties to the Base Contract shall agree to the following Base Contract changes:

The FSMC shall provide SFA with food cost data it requests in order to determine the SFA's compliance with the revenue from nonprogram foods requirements. The information provided by the FSMC must be sufficient for the SFA to be able to provide specific information about the food service operation and all required products and services they are seeking to procure. For example, essential information includes:

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

FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT RENEWAL AGREEMENT
Germantown Municipal School District
Contract Period: July 1, 2023 through June 30, 2024

with, or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f), the contract must clearly identify this requirement.

No modifications or changes shall be made to this Contract without full consent of all signatories. Any additions or changes to the Contract that change or negate the mandatory portions of the Contract as written shall automatically invalidate the Contract.

ATTEST:

SCHOOL FOOD AUTHORITY (SFA)

Witness

| |
|---|
| Name of SFA Germantown Municipal School District |
| Signature of Authorized Representative |
| Printed Name of Authorized Representative |
| Title |
| Date |

ATTEST:

FOOD SERVICE MANAGEMENT (FSMC)

Witness

| |
|---|
| Name of FSMC Southwest Foodservice Excellence |
| Signature of Authorized Representative <i>Monty Staggs</i> |
| Printed Name of Authorized Representative Monty Staggs |
| Title Chief Executive Officer |
| Date 05/08/2023 |

APPROVAL:

TENNESSEE DEPARTMENT OF EDUCATION (TDOE)

| |
|---|
| Signature of Authorized Representative |
| Printed Name of Authorized Representative |
| Title |
| Date |

Southwest Foodservice Excellence, LLC

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d etseq.);
- II. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 etseq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Monty Staggs

103EC93051EC194C25F57AB80DD54312

contractworks

05/03/2023

Proposer Signature and Date

xi. Certification of Compliance with T.C.A. § 12-4-119
in Regard To Boycotts of Israel



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|--|-------------------------------------|
| ORGANIZATION NAME Southwest Foodservice Excellence, LLC | PR/AWARD NUMBER OR PROJECT NAME |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Monty Staggs, CEO | |
| SIGNATURE(S) <i>Monty Staggs</i> 103EC93051EC194C25F57AB80DD54312 contractworks | DATE 05/08/2023 |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

| | |
|--|---------------------------------------|
| NAME OF APPLICANT | PR/AWARD NUMBER AND / OR PROJECT NAME |
| Southwest Foodservice Excellence, LLC | |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Monty Staggs, CEO | |
| SIGNATURE | DATE |
| <i>Monty Staggs</i> <small>103EC93051EC194C25F57AB80DD54312 contractworks</small> | 05/08/2023 |

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

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


| | | |
|---|--|--|
| 1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award | 3. Report Type: a. initial filing ___ b. material change For material change only: Year ___ quarter ___ Date of last report _____ |
| 4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier_____, if Known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Monty Staggs | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <u>103EC93051EC194C25E57A880DD54312</u> <u>contractworks</u> Print Name: Monty Staggs Title: Chief Executive Officer Telephone No.: <u>480-551-6550</u> Date: <u>05/08/2023</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

**CERTIFICATION OF COMPLIANCE WITH T.C.A. § 12-4-119
IN REGARD TO BOYCOTTS OF ISRAEL**

This form must be completed by all contractors with ten (10) or more employees, that contract with Germantown Municipal School District (GMSD) to acquire or dispose of services, supplies, information technology, or construction, when the contract totals \$250,000 or more.

I, the undersigned, certify that my company is not currently engaged in, nor for the duration of any contract with Germantown Municipal School District Board of Education will my company engage in, a boycott of Israel.

NAME OF COMPANY Southwest Foodservice Excellence, LLC

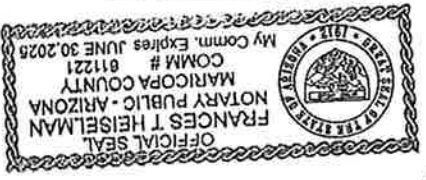
By: 
Signature
Company Representative – Monty Staggs
Title: Chief Executive Officer


Date: 5/3/2023

STATE OF ARIZONA)
COUNTY OF MARICOPA)

Subscribed and sworn before me by Monty Staggs, who represents Southwest Foodservice Excellence, LLC (Name of Company).

On this 3rd Day of May, 2023.




NOTARY PUBLIC

My Commission Expires: June 30, 2025



Southeast Information Office

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ERRATA

Index and average price data for electricity in Miami for January through November 2022 were incorrectly published in the database. The error also includes related aggregate data within Miami and several related areas. A list of affected series and the corrected indexes and average price values will be provided when they are available.

Consumer Price Index, South Region — December 2022

Prices in the South down 0.3 percent over the month; up 7.0 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South edged down 0.3 percent in December, the U.S. Bureau of Labor Statistics reported today. The decrease was contributed to a 5.6-percent decline in the energy index. In contrast, the index for all items less food and energy rose 0.2 percent in December. The food index continued to increase, up 0.3 percent over the month. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 7.0 percent for the 12 months ending in December, after increasing 7.7-percent for the 12-month period ending in November. The index for all items less food and energy rose 6.5 percent over the past year. The food index and the energy index also increased over the last 12 months, up 10.8 percent and 5.8 percent, respectively. (See [chart 1](#) and [table 1](#).)

News Release Information

23-48-ATL
Thursday, January 12, 2023

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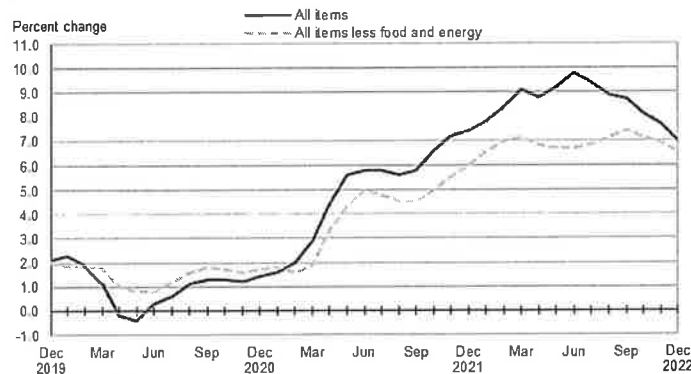
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Related Links

[CPI chart package](#)

Chart 1. Over-the-year percent change in CPI-U, South region, December 2019–December 2022



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The food index rose 0.3 percent in December, reflecting increases in the food at home (+0.3 percent) and food away from home (+0.4 percent) indexes.

The food index advanced **10.8 percent for the 12 months ending in December. The food at home index rose 12.6-percent over the past year as all six major grocery store food group indexes increased. The food away from home index rose 8.2 percent over the past year.**

Energy

The energy index declined 5.6 percent in December, led by a 10.8-percent decrease in the gasoline index. The electricity index also declined in December, down 0.3 percent, while the natural gas index increased 2.0 percent over the month.

The energy index rose 5.8 percent for the 12 months ending in December. Increases were noted for electricity (+15.7 percent) and natural gas (+19.4 percent). The index for gasoline declined 4.1 percent over the past year.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in December, primarily reflecting a 0.8-percent increase in the shelter index. Within shelter, owners' equivalent rent rose 0.8 percent over the month and rent of primary residence rose 0.9 percent. Several indexes declined in December, most notable include used cars and trucks (-2.4 percent) and apparel (-2.0 percent).

The index for all items less food and energy advanced 6.5 percent for the 12 months ending in December, after increasing 6.9 percent over the 12-month period ending in November. Several components contributed to the 12-month increase, most notably, shelter (+9.6 percent). Within shelter, owner's equivalent rent increased 9.4 percent over the past year and rent of primary residence rose 11.4 percent.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In December, the all items index declined 0.4 percent in the West South Central division and 0.3 percent in the South Atlantic division. The all-items index was unchanged in the East South Central division in December.

Over the year, the all items index advanced 7.3 percent in the South Atlantic division, 6.7 percent in the West South Central division, and 6.5 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

| Month | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | |
|-----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January | 0.5 | 1.8 | 0.2 | 1.2 | 0.3 | 2.3 | 0.5 | 1.6 | 0.9 | 7.8 |
| February | 0.6 | 2.1 | 0.5 | 1.1 | 0.2 | 1.9 | 0.5 | 2.0 | 1.1 | 8.4 |
| March | 0.2 | 2.3 | 0.7 | 1.6 | -0.1 | 1.1 | 0.8 | 2.9 | 1.4 | 9.1 |
| April | 0.4 | 2.4 | 0.5 | 1.8 | -0.8 | -0.2 | 0.7 | 4.4 | 0.5 | 8.8 |
| May | 0.3 | 2.7 | -0.1 | 1.4 | -0.2 | -0.4 | 0.8 | 5.6 | 1.2 | 9.2 |
| June | 0.2 | 2.7 | -0.1 | 1.1 | 0.6 | 0.3 | 0.9 | 5.8 | 1.5 | 9.8 |
| July | 0.0 | 2.9 | 0.3 | 1.4 | 0.6 | 0.6 | 0.5 | 5.8 | 0.1 | 9.4 |
| August | -0.1 | 2.4 | -0.1 | 1.4 | 0.4 | 1.1 | 0.3 | 5.6 | -0.2 | 8.9 |
| September | 0.0 | 1.7 | 0.0 | 1.3 | 0.2 | 1.3 | 0.3 | 5.8 | 0.2 | 8.7 |
| October | 0.2 | 2.1 | 0.2 | 1.3 | 0.1 | 1.3 | 1.0 | 6.6 | 0.4 | 8.1 |
| November | -0.3 | 1.9 | 0.0 | 1.6 | -0.1 | 1.2 | 0.4 | 7.2 | 0.1 | 7.7 |
| December | -0.5 | 1.5 | 0.0 | 2.1 | 0.2 | 1.4 | 0.3 | 7.4 | -0.3 | 7.0 |

The Consumer Price Index for January 2023 is scheduled to be released on Tuesday, February 14, 2023, at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/ophub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

| Item and Group | Indexes | | | Percent change from- | | |
|--|-----------|-----------|-----------|----------------------|-----------|-----------|
| | Oct. 2022 | Nov. 2022 | Dec. 2022 | Dec. 2021 | Oct. 2022 | Nov. 2022 |
| Expenditure category | | | | | | |
| All Items | 288.836 | 288.991 | 288.205 | 7.0 | -0.2 | -0.3 |
| All items (December 1977=100) | 468.533 | 468.784 | 467.509 | - | - | - |
| Food and beverages | 307.885 | 308.552 | 309.645 | 10.5 | 0.6 | 0.4 |
| Food | 311.524 | 312.103 | 313.189 | 10.8 | 0.5 | 0.3 |
| Food at home | 296.644 | 296.475 | 297.461 | 12.6 | 0.3 | 0.3 |
| Cereal and bakery products | 348.943 | 351.167 | 353.339 | 16.5 | 1.3 | 0.6 |
| Meats, poultry, fish, and eggs | 314.999 | 313.744 | 315.797 | 8.9 | 0.3 | 0.7 |
| Dairy and related products | 270.634 | 272.000 | 272.771 | 15.2 | 0.8 | 0.3 |
| Footnotes | | | | | | |
| (1) Indexes on a December 1982=100 base. | | | | | | |
| (2) Indexes on a December 1997=100 base. | | | | | | |
| (3) Special index based on a substantially smaller sample. | | | | | | |
| (4) Indexes on a December 1993=100 base. | | | | | | |
| (5) Indexes on a December 1977=100 base. | | | | | | |
| - Data not available. | | | | | | |
| Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. | | | | | | |
| NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted. | | | | | | |

| Item and Group | Indexes | | | Percent change from- | | |
|--|-----------|-----------|-----------|----------------------|-----------|-----------|
| | Oct. 2022 | Nov. 2022 | Dec. 2022 | Dec. 2021 | Oct. 2022 | Nov. 2022 |
| Fruits and vegetables | 331.867 | 328.955 | 329.676 | 8.0 | -0.7 | 0.2 |
| Nonalcoholic beverages and beverage materials | 207.179 | 207.394 | 209.448 | 16.2 | 1.1 | 1.0 |
| Other food at home | 263.482 | 263.844 | 263.095 | 14.3 | -0.1 | -0.3 |
| Food away from home | 335.110 | 337.045 | 338.303 | 8.2 | 1.0 | 0.4 |
| Alcoholic beverages | 257.323 | 259.209 | 260.396 | 5.2 | 1.2 | 0.5 |
| Housing | 287.255 | 288.299 | 290.077 | 9.8 | 1.0 | 0.6 |
| Shelter | 328.859 | 331.346 | 334.068 | 9.6 | 1.6 | 0.8 |
| Rent of primary residence | 350.275 | 354.198 | 357.390 | 11.4 | 2.0 | 0.9 |
| Owners' equiv. rent of residences ⁽¹⁾ | 330.657 | 333.504 | 336.311 | 9.4 | 1.7 | 0.8 |
| Owners' equiv. rent of primary residence ⁽¹⁾ | 330.655 | 333.502 | 336.307 | 9.4 | 1.7 | 0.8 |
| Fuels and utilities | 297.757 | 294.137 | 294.225 | 13.3 | -1.2 | 0.0 |
| Household energy | 247.374 | 242.953 | 242.684 | 16.3 | -1.9 | -0.1 |
| Energy services | 246.776 | 241.976 | 242.121 | 16.3 | -1.9 | 0.1 |
| Electricity | 237.971 | 233.860 | 233.177 | 15.7 | -2.0 | -0.3 |
| Utility (piped) gas service | 284.825 | 275.896 | 281.445 | 19.4 | -1.2 | 2.0 |
| Household furnishings and operations | 147.092 | 146.301 | 146.112 | 7.9 | -0.7 | -0.1 |
| Apparel | 139.069 | 136.937 | 134.195 | 2.6 | -3.5 | -2.0 |
| Transportation | 266.021 | 264.141 | 256.321 | 3.2 | -3.6 | -3.0 |
| Private transportation | 267.237 | 265.426 | 257.730 | 2.5 | -3.6 | -2.9 |
| New and used motor vehicles ⁽²⁾ | 130.888 | 129.407 | 127.916 | -0.8 | -2.3 | -1.2 |
| New vehicles | 184.452 | 184.487 | 184.377 | 6.3 | 0.0 | -0.1 |
| New cars and trucks ⁽²⁾⁽³⁾ | - | - | - | - | - | - |
| New cars ⁽³⁾ | 183.754 | 183.637 | 183.167 | 6.2 | -0.3 | -0.3 |
| Used cars and trucks | 199.567 | 193.923 | 189.268 | -9.1 | -5.2 | -2.4 |
| Motor fuel | 298.069 | 293.137 | 261.605 | -3.4 | -12.2 | -10.8 |
| Gasoline (all types) | 294.628 | 289.427 | 258.204 | -4.1 | -12.4 | -10.8 |
| Unleaded regular ⁽³⁾ | 288.047 | 282.884 | 251.615 | -4.4 | -12.6 | -11.1 |
| Unleaded midgrade ⁽³⁾⁽⁴⁾ | 327.675 | 322.168 | 291.528 | -2.7 | -11.0 | -9.5 |
| Unleaded premium ⁽³⁾ | 318.166 | 313.261 | 286.202 | -1.8 | -10.0 | -8.6 |
| Medical care | 524.379 | 520.021 | 521.499 | 3.6 | -0.5 | 0.3 |
| Medical care commodities | 368.319 | 366.460 | 366.500 | 3.4 | -0.5 | 0.0 |
| Medical care services | 577.223 | 572.000 | 573.981 | 3.7 | -0.6 | 0.3 |
| Professional services | 394.829 | 393.899 | 393.046 | 1.8 | -0.5 | -0.2 |
| Recreation ⁽²⁾ | 132.171 | 133.642 | 133.207 | 5.9 | 0.8 | -0.3 |
| Education and communication ⁽²⁾ | 138.796 | 139.614 | 139.993 | 0.1 | 0.9 | 0.3 |
| Tuition, other school fees, and child care ⁽⁵⁾ | 1,438.622 | 1,441.796 | 1,445.669 | 3.3 | 0.5 | 0.3 |
| Other goods and services | 492.794 | 498.593 | 501.130 | 7.4 | 1.7 | 0.5 |
| Commodity and service group | | | | | | |
| All Items | 288.836 | 288.991 | 288.205 | 7.0 | -0.2 | -0.3 |
| Commodities | 220.976 | 219.757 | 216.564 | 4.5 | -2.0 | -1.5 |
| Commodities less food and beverages | 180.774 | 179.006 | 174.589 | 1.2 | -3.4 | -2.5 |
| Nondurables less food and beverages | 232.992 | 231.117 | 221.466 | 3.0 | -4.9 | -4.2 |
| Nondurables less food, beverages, and apparel | 289.515 | 287.690 | 274.193 | 3.1 | -5.3 | -4.7 |
| Durables | 131.715 | 130.217 | 129.056 | -0.3 | -2.0 | -0.9 |
| Services | 356.783 | 358.390 | 360.160 | 8.7 | 0.9 | 0.5 |
| Rent of shelter⁽¹⁾ | 338.502 | 341.089 | 343.942 | 9.7 | 1.6 | 0.8 |
| Footnotes | | | | | | |
| (1) Indexes on a December 1982=100 base. | | | | | | |
| (2) Indexes on a December 1997=100 base. | | | | | | |
| (3) Special index based on a substantially smaller sample. | | | | | | |
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| Item and Group | Indexes | | | Percent change from- | | |
|--|--------------|--------------|--------------|----------------------|--------------|--------------|
| | Oct. 2022 | Nov. 2022 | Dec. 2022 | Dec. 2021 | Oct. 2022 | Nov. 2022 |
| Transportation services | 423.338 | 426.943 | 425.474 | 16.0 | 0.5 | -0.3 |
| Other services | 375.427 | 380.883 | 381.283 | 3.9 | 1.6 | 0.1 |
| Special aggregate indexes | | | | | | |
| All items less medical care | 275.842 | 276.223 | 275.326 | 7.4 | -0.2 | -0.3 |
| All items less food | 285.161 | 285.256 | 284.207 | 6.5 | -0.3 | -0.4 |
| All items less shelter | 274.428 | 273.664 | 271.490 | 5.9 | -1.1 | -0.8 |
| Commodities less food | 183.246 | 181.549 | 177.231 | 1.4 | -3.3 | -2.4 |
| Nondurables | 268.349 | 267.660 | 263.021 | 7.0 | -2.0 | -1.7 |
| Nondurables less food | 234.022 | 232.358 | 223.322 | 3.2 | -4.6 | -3.9 |
| Nondurables less food and apparel | 285.250 | 283.741 | 271.532 | 3.3 | -4.8 | -4.3 |
| Services less rent of shelter ⁽¹⁾ | 391.011 | 391.418 | 391.864 | 7.7 | 0.2 | 0.1 |
| Services less medical care services | 336.753 | 338.880 | 340.619 | 9.5 | 1.1 | 0.5 |
| Energy | 265.570 | 261.005 | 246.435 | 5.8 | -7.2 | -5.6 |
| All items less energy | 292.840 | 293.470 | 294.063 | 7.1 | 0.4 | 0.2 |
| All items less food and energy | 290.228 | 290.867 | 291.382 | 6.5 | 0.4 | 0.2 |
| Commodities less food and energy commodities | 169.777 | 168.405 | 167.175 | 2.2 | -1.5 | -0.7 |
| Energy commodities | 303.767 | 299.166 | 267.290 | -3.0 | -12.0 | -10.7 |
| Services less energy services | 368.475 | 370.754 | 372.695 | 8.3 | 1.1 | 0.5 |
| Footnotes | | | | | | |
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Last Modified Date: Thursday, January 12, 2023

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