

June 16, 2023

**NOTICE OF REQUEST FOR PROPOSALS FOR  
FOOD SERVICE MANAGEMENT SERVICES**

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This is a

**REQUEST FOR PROPOSAL**

by

**South Whidbey School District #206**

**in the administration of one or more USDA Child Nutrition Programs**

**hereafter called the Sponsor**

**TO OPERATE AND MANAGE THE FOOD SERVICE**

**FOR SAID SPONSOR**

**FOR THE SCHOOL YEAR BEGINNING September 1, 2023**

**RENEWABLE FOR FOUR ONE-YEAR TERMS**

PROPOSALS WILL BE RECEIVED BY SPONSOR UNTIL **2:00pm PST, June 16, 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:

Dan Poolman  
Assistant Superintendent  
South Whidbey School District  
5520 Maxwelton Road  
Langley WA 98260  
dpoolman@sw.wednet.edu

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## GLOSSARY OF TERMS

**Buy American** means the “Buy American” provision (7 CFR 210.21(d) of the National School Lunch Act) that requires schools to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products on behalf of the School Food Authority (SFA) also must follow the same “Buy American” provision.

**Code of Federal Regulations (CFR)** means the codification of the general and permanent rules published in the *Federal Register* by the Executive departments and agencies of the Federal government.

**Competitive Proposals (previously known as Competitive Negotiation), i.e., a Request for Proposal (RFP)**, means a method of procurement whereby a technical proposal is solicited that explains how the prospective contractor will meet the objectives of the solicitation and a cost element that identifies the costs to accomplish the technical proposal. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

**Contract** means a formal, legally enforceable agreement between a buyer (client) and a seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods and/or services to be delivered or performed and the terms and conditions of the agreement. In the case of school meals programs, a contract is executed by the authorized representatives of the SFA and the contractor that calls for the provision of services, materials, supplies or equipment by the contractor in accordance with all conditions and specifications in the proposal documents, for a price to be paid by the SFA prior to execution.

**Contract Documents** means the product specifications, requirements, the Invitation for Bid (IFB) and the RFP as applicable, and the resulting contract.

**Cost Analysis:** 200.324(a) Contract cost and price.

The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

**Donated Foods** means foods donated, or available for donation, by the United States Department of Agriculture (USDA).

**Equipment** means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more. State law or policy may set stricter capitalization thresholds for equipment than the one set by Federal standards. Any SFA may use its own definition of equipment if its definition would at least include all items of equipment as defined here. State agency prior approval is required for all capital equipment items with an acquisition cost of \$5,000 or more unless the item is identified on the State agency approved list, if applicable.

**Execution of Contracts** means to complete and formally sign the legal document. For school meals purposes, it is the official signing of the contract by the SFA and the contractor, which indicates that the contract has begun (or has been renewed). Before any contract or amendment to an existing FSMC contract is executed, a State agency must review and approve the contract terms and assure that the SFA has incorporated all State agency required changes into the contract or amendment.

**Fixed-price** means a price that is fixed at the inception of a contract and is guaranteed for a specific period of time. A fixed-price contract may also contain an economic cost adjustment provision based on a measurable index such as the Consumer Price Index for All Urban Consumer.

**FNS** means the Food and Nutrition Service of USDA. FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.

**Food Service Management Company (FSMC)** means a commercial enterprise or a nonprofit organization that is or may be contracted with by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].

**Local Educational Agency (LEA)** is a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.

**Material Change** means any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents

known of these changes in advance, they could have proposed differently and more competitively.

**Meal Equivalency Factor** (MEF) is a statistical tool that is used to convert a la carte sales into a standard of measure, in this case a “meal.” It is also used to convert breakfast meals and afternoon snacks into the same unit of measure. The MEF is often used to convert a la carte sales into meal equivalents for billing purposes in fixed price contracts.

**Noncompetitive Procurement** (2 CFR 200.320(c)) means procurement through solicitation of a proposal from only one source. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$10,000);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
5. After solicitation of a number of sources, competition is determined inadequate.

Proposals must include both price and terms using the same procedures that would be followed for competitive proposals.

**Non-federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit School Food Service** means all food service operations conducted by the SFA principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services. Per 7 CFR 210.16(a)(5)& (6) school food authorities must retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims and must retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals.

**Offeror** means the entity that provides an offer in response to a request for proposals (RFP), for the purpose of providing a product or service and the price/cost of each.

**Processor** means any commercial facility, which processes or repackages USDA Foods. However, commercial enterprises that handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual recipient agency under contract are exempt under this definition. For further information, see the definition in 7 CFR 250.3.

**Procurement** means the process of obtaining goods and/or services in accordance with applicable rules and regulations.

**Request for Proposal (RFP)** means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors and their relative importance. The RFP is publicized and is used to solicit proposals from a number of sources. Evaluations are conducted with more than one of the offerors submitting fixed price proposals.

**Responsible Offeror** means an entity capable of performing successfully under the terms and conditions of the contract.

**Responsive Proposal** is one which conforms to all the material terms and conditions of the solicitation.

**School Food Authorities (SFAs)** means the governing body which is responsible for administering food services at one or more schools, and has legal authority to operate the National School Lunch Program or School Breakfast Program therein *or* be otherwise approved by FNS to operate the program(s). The school superintendent is typically the person authorized by the governing body to sign legal documents for the SFA.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this guidance, the Simplified Acquisition Threshold is \$250,000, but this threshold is periodically adjusted for inflation. Formal procurement for Washington State public schools is mandated when purchases are greater than \$75,000. (RCW 28A.335.190)

**Sole Source Procurement** refers to one type of noncompetitive proposal found in 2 CFR 200.320(c) (see Noncompetitive proposal, above); in the Child Nutrition Programs this occurs only when the goods or services are available from only one manufacturer through only one distributor or supplier. Sole source describes a condition of the procurement environment. In a true sole source situation, conducting a traditional solicitation (competitive proposal or small purchase) is a meaningless act, because the element of competition will not exist. When faced with an actual sole source situation, an SFA must first obtain State agency approval, and then go directly to the one source of supply to negotiate terms, conditions and prices.

**Solicitation** means a document used by the SFA to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all of the contract provisions required by Federal procurement regulations, requirements, terms, and conditions which the offerors must fulfill and all other factors to be used in evaluating the proposals. This solicitation must describe steps taken to ensure that small and minority owned businesses, women's enterprises and labor surplus firms are used when possible. (2 CFR 200.321 and RCW 39.19.030)

**Sponsor** means a person or institution who is responsible for one or more programs under the Washington State Office of Superintendent of Public Instruction, Child Nutrition Services Program.

**State Agency** means Office of Superintendent of Public Instruction (OSPI).

**USDA Foods** means foods purchased by the United States Department of Agriculture. USDA Food Programs support domestic nutrition programs and American agricultural producers through purchases of domestic agricultural products for use in schools and institutions.

**Vendor** means a merchandiser of complete meals, meal components, or raw materials.



# ARTICLE I: TERMS AND CONDITIONS FOR REQUEST FOR PROPOSALS FOR FOOD SERVICE MANAGEMENT CONTRACT

## A. INTRODUCTION

Pursuant to state and federal law, South Whidbey School District #206 (hereafter called the Sponsor) participating in the:

- National School Lunch Program (NSLP),
- School Breakfast Program (SBP).

May contract with a food service management company (FSMC) to operate eligible school food services.

In the future if the sponsor chooses to participate in the following programs, the sponsor may contract with the FSMC to operate:

- After School Snack Program (ASSP),
- Child and Adult Care Food Program (CACFP),
- Fresh Fruit and Vegetable Program (FFVP),
- Summer Seamless Option (SSO),
- Summer Food Service Program (SFSP), and/or
- Special Milk Program (SMP).

The Office of Superintendent of Public Instruction (OSPI), Child Nutrition Services (CNS), is responsible for administering all USDA Child Nutrition Programs in Washington State. All terms and conditions of procurement and contracting for public schools are subject to RCW 28A.335.190, as applicable.

The successful FSMC will be required to enter into the WA OSPI standard form agreement titled "SPONSOR- FSMC Contract". The contract awarded will be a fixed price contract. The FSMC will be paid at a fixed rate per meal. The SPONSOR 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 SPONSOR. Adjustments may be accomplished on the monthly invoice from the FSMC or by an annual adjustment as determined by the SPONSOR. USDA Foods values are posted by CNS Food Distribution in CNPWeb and shall include the basic USDA Foods allocation.

## B. TIMELINE

### **Proposed Schedule:**

State Agency RFP approval	April 28, 2023
RFP Release:	May 3, 2023
Proposal Meeting and Site Visit Tour	May 22, 2023
RFP Questions Due	May 29, 2023
Proposals Due:	<b>June 16, 2023</b>
Proposals Scored:	June 19, 2023
Notification of Apparent Successful Offeror:	June 20, 2023
Post-Selection Review and Protest Period Ends:	June 26, 2023
Respond to Post-Selection Review comments:	July 3, 2023
Board Approval of Selected Proposal:	July 12, 2023
State Agency Approval	July 26, 2023
Contract Signed and Executed By:	August 11, 2023

Submit signed contract to the OSPI CNS:

August 14, 2023

The SPONSOR or OSPI CNS may, if necessary, revise these dates.

**C. GENERAL PROPOSAL INFORMATION**

The SPONSOR reserves the right, in its sole discretion:

1. To amend the RFP;
2. To extend the deadline for submitting proposals;
3. To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. To waive any minor irregularity, informality, or nonconformance with this RFP;
5. To obtain or provide references to other public agencies, upon request, regarding the offeror's contract performance; and
6. At any time prior to the contract execution (including after announcement of the apparent awardee):
  - (a) To reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
  - (b) To reject all proposals received and cancel this RFP upon finding that there is good cause to do so and that such cancellation would be in the SPONSOR'S best interests.

**ALL OFFERORS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE SPONSOR IS NOT:**

- **OBLIGATED TO AWARD A CONTRACT TO ANY OFFEROR.**
- **RESPONSIBLE FOR ANY EXPENSES AND COSTS INCURRED BY THE OFFEROR IN SUBMITTING A RESPONSE TO THIS RFP. EACH OFFEROR WHO RESPONDS TO THIS RFP DOES SO SOLELY AT THEIR EXPENSE.**

**D. ADDENDA**

Questions regarding the information contained in this Request for Proposal must be submitted to Dan Poolman, South Whidbey School District, not later than 2:00 PM, PST, May 29, 2023. All questions must be submitted in writing or sent to [dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu) and received by the specified date and time. No oral questions or postmarks will be accepted. Questions and answers will be posted by the district business office.

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

Failure to acknowledge all addenda may result in declaration of your RFP as nonresponsive.

**E. SUBMISSION OF PROPOSALS**

The following items explain the format requirements for preparing and submitting proposals. The SPONSOR reserves the right to eliminate from consideration any FSMC proposal received, which does not follow this format.

- Proposal must be submitted in the name of the legal entity registered with the State of Washington, Corporations Division, to do business in the State of Washington as an independent contractor.
- Offerors are to respond to the questions asked; limiting answers to no more than 2 typed 8.5 x 11 pages per item using 11 point or larger font, no less than singled spaced. Marketing materials are neither requested nor desired. Attachments must be limited to pertinent information that addresses the questions and scoring categories. Submission of extraneous marketing materials may result in a proposal being deemed non-responsive. **Any proposal that fails to follow the format specified in this RFP may be considered non-responsive and may be eliminated for consideration by the SPONSOR. The SPONSOR reserves the right to reject any or all proposals, if deemed in the best interest of the SPONSOR.**
- Proposal should have a title page, which list all contact information.
- At least one (1) proposal must bear an original signature signed in **Blue ink** and dated by the Applicant/s or a representative legally authorized by the Applicant/s.
- Copies of the proposal must be submitted in sealed packages or envelopes and must be marked clearly with the note: “RFP--School Food Service” with the date and time for opening. One (1) copy of the proposal will be submitted electronically on a CD in Word format.
- No oral, telephonic, or facsimile proposals will be accepted.
- Proposals including pricing information must be received by **2:00pm, June 16, 2023**. Late proposals or modifications will not be accepted.

The SPONSOR will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial and technical resources indicate an ability to perform the services required.

The SPONSOR is prohibited from entering into a contract with a FSMC that drafts and/or develops recommendations, specifications, requirements, statements of work, requests for proposals, contract terms and conditions or other documents for use in conducting the procurement.

#### **F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS**

The SPONSOR considers this RFP to be legally binding. This RFP and the winning proposal submitted by an offeror in response to this RFP will be incorporated into the subsequent awarded contract between the selected FSMC and SPONSOR. This means the SPONSOR expects the offeror’s proposal to satisfy all requirements listed herein. Exceptions should be explicitly noted in offeror’s proposal. Lack of exceptions listed on an offeror’s proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP.

All exceptions will be evaluated after the due date during the time of proposal evaluations. No exceptions, addendums, amendments, or other changes to the awarded contract will be allowed thereafter. The addition of offeror's terms and conditions after due date of this RFP will not be allowed.

**G. PRICE**

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the contract. The SPONSOR shall establish all selling prices, including price adjustment, for all reimbursable and non-reimbursable meals/milk and a la carte sales (including vending, adult meals, contract meals, and catering) prices. Any unspecified costs shall be borne by the contractor.

**H. PUBLIC RECORDS**

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the SPONSOR and made part of a file or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret, the sponsor, upon written request by the contractor, shall exempt from public inspection and copying such proprietary data, trade secrets, or other information contained in the offeror's proposal that relate to the offeror's unique methods of conducting business or of determining prices or premium rates to be charged for services under terms of the proposal (RCW 41.05.026). Each sheet of such information shall be marked with the following caption:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Washington State Public Records Laws."

Sheets containing trade secret information must not contain any non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The SPONSOR will not be held liable in the disclosure of trade secret material, especially when it is not properly marked or separated from non-trade secret material.

**I. INVESTIGATION OF REFERENCES**

The SPONSOR reserves the right to investigate the references and past performance of any offeror with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments to suppliers, contractors, and workers. The SPONSOR reserves the right to reject any or all proposals at any time prior to the execution of a contract.

Offerors must include a list of:

- Comparable school districts where they currently have FSMC contracts. Include district contact name(s), email address(es), and telephone number(s).
- All school districts in the State of Washington where they currently have FSMC contracts.
- All closed sponsor accounts within the last five (5) years.

**J. RECYCLED PRODUCTS**

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

**K. PROPOSAL MEETING AND SITE VISIT**

Offerors are strongly encouraged to attend the scheduled proposal meeting and site visit as it is their only opportunity to visit the sites. Information provided as a result of questions at the meeting will be distributed as addenda. Attendance at proposal meeting and site tours shall be limited to two (2) outside representatives from each offeror.

SPONSOR staff will note questions during the tour and distribute answers with questions as an addendum at a later date. Vendors may also submit questions in writing after the tour.

The starting point for this meeting will be the District Office (5520 Maxwellton Road, Langley WA) The starting time for this meeting is 10:00 AM PST, May 22, 2023.

**L. PROPOSAL EVALUATION PLAN**

Proposals shall be thoroughly reviewed and subjected to an impartial evaluation by SPONSOR administrators using the following scoring system.

<b>Rating System</b>	<b>Factor Number</b>	<b>Factor Description</b>
25	25%	Price/Cost, financial pro forma; proposed amount of the management fee; projected overall program financial results.
20	20%	Management Plan - demonstrates FSMC's plan and personnel for how services identified in the RFP are proposed.
15	15%	FSMC experience, ability, responsibility, work record, and references in managing of school food service programs.
10	10%	Financial Condition/Stability, Business Practices
5	5%	Accounting and Reporting Systems
5	5%	Personnel Management and Professional Standards Plan
5	5%	Purchasing specification and purchasing power.
5	5%	Promotion/Marketing in School Food Service
5	5%	Involvement of Students, Staff, and Patrons
5	5%	FSMC proposed on site supervisor
100	100%	Total Points

**M. POST-SELECTION REVIEW**

Competing offerors shall be notified in writing of the selection of the apparent successful offeror and shall be given five (5) calendar days to review the RFP file and evaluation report at the SPONSOR office. Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SPONSOR to protest the selection process. SPONSORS are responsible for properly responding to protests and concerns raised by potential contractors. SPONSOR must attach their proposal protest procedures to their RFPs. Any questions or concerns about the selection process must be in writing and must be delivered to:

Dan Poolman  
South Whidbey School District  
5520 Maxwellton Road  
Langley WA 98260  
[dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu)

The SPONSOR will promptly respond to offeror questions or concerns. The decisions of the SPONSOR are final.

**N. RESERVATIONS**

The Board of Directors of the South Whidbey School District herein expressly reserves the following rights:

1. To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The District does not intend to award a contract solely on the basis of any response made to this request for proposal or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.
2. To consider the competency and responsibility of offerors and of their proposed subcontractors in making the award.
3. To make the award based on its best judgment as to which contractor will provide a program which best meets the District's expectations of a program employing the highest standards of quality, nutritional standards, palatability and menu variety.
4. To make such changes or corrections in plans, specifications, or quantities as it may deem necessary or desirable prior to the proposal opening. Contractors will be notified of such changes in writing by addenda mailed to the address on file in the District Office.

**O. CONTRACT:**

The initial contract period shall commence on 9/1/2023 or date of award, whichever is later, and end on 8/31/2024. The contract may be renewed at SPONSOR option for up to four additional one-year periods as allowed by federal and state regulations. The total contract period cannot extend beyond 8/31/2028. An addendum, approved by both parties, may be used to make minor modifications to this contract. Minor modifications do not substantially change the scope of the contract

No material changes in the Agreement may be made by either party. 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, this 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.

The distinction between a minor change and a material change cannot be quantified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is deemed material when, had the term changes been included in the solicitation and original contract, the offerors may have responded differently to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

A minor change does not (1) significantly increase FSMC's cost of providing management service or (2) significantly decrease the net revenue derived from food service operations. The SPONSOR reserves the right to expand the Federal Child Nutrition programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from OSPI-CNS.

The original contract must specify the Consumer Price Index (CPI) Food Away From Home series of the CPI for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor –for the 12-month period March 2022 to March 2023. Adjustment factors may include changes in federal reimbursement rates.

The successful offeror shall enter into a contract with the SPONSOR, which embodies the preceding specifications.

The contract must be drafted by the SPONSOR using the OSPI - CNS template contract as revised to reflect negotiations and subject to final approval by OSPI. The awarded contract must be completed and include all documents contained in the RFP and subsequent negotiations. Changes or amendments are not valid unless approved by OSPI - CNS prior to signature.

## **ARTICLE II: REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL**

### **A. MANDATORY ITEMS**

*Note: The following items 1 - 6 are to be submitted with all proposals. Proposals not containing all applicable items will be rejected.*

1. **General Information:** The Offeror must submit a document (See Attachment E), which contains a brief explanation of the features of the proposal. The Offeror must include the email address, telephone and facsimile numbers of an authorized representative of the FSMC. The cover letter should acknowledge receipt of any amendments or modifications to the RFP.
2. **Completed Certificate of Independent Price Determination (Attachment A)**
3. **Certificate of Suspension and Debarment—if applicable (Attachment B)**
4. **Certification Regarding Lobbying – if applicable (Attachment C)**
5. **Financial Pro Forma- if applicable (Attachment D)**
6. **Proposal Cover Letter (Attachment E)**

7. **Buy American Provision:** The SPONSOR and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d)).
  1. As required by the Buy American provision, all food products must be of domestic origin as required by 7 CFR Part 210.21(d). "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities.
  2. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Processes must be in place to be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 20 day(s) in advance of delivery. The request must include the:
    - a) Alternative substitute (s) that are domestic and meet the required specifications:
      - i) Price of the domestic food alternative substitute (s); and
      - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
    - b) Reason for exception: limited/lack of availability or price (include price):
      - iii) Price of the domestic food product; and
      - iv) Price of the non-domestic product that meets the required specification of the domestic product.
8. **Financial Terms:** Complete as to all price terms using a maximum of two (2) decimal points \$X.XX, methods of determining costs, rebates, methods of allocating expenses, methods of determining meal equivalents, and all formulas for computing fixed price per meal rate. The FSMC shall determine a per meal price as if all food was purchased (no commodities available.). To the extent relevant in determining financial terms, the FSMC shall use the exact information provided in Appendix (A).

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

The number of equivalent lunches derived from á la carte revenue equals á la carte revenues divided by the sum of the USDA free lunch reimbursement rate and the value associated with USDA entitlement food rate.

9. **Menu Cycle:** A 21-day cycle menu for all USDA Child Nutrition programs must be included in proposal. The FSMC must comply with the 21-day menu cycle and specifications (Appendix B) developed for the NSLP, SFSP and CACFP Programs. Once the cycle menu is approved, the FSMC will follow the menu. Any changes made by the FSMC after the first initial menu cycle may be made only with the approval of the SPONSOR. The SPONSOR shall approve the menus no later than two (2) weeks prior to services. (Reference 7 CFR 210.10, 7 CFR 210.16(b)(1)).



10. **Schools to be served:** The individual named schools and sites within the jurisdiction of the SPONSOR that the FSMC proposes to serve in the contract are listed in (Appendix C).
11. **Management Services:** Provide a descriptive narrative of the services provided in each of the following areas. Limit your response to pertinent information; the SPONSOR is not interested in receiving marketing material, reports, or other extraneous information. Narrative responses must not exceed 12 maximum pages.
  - a) Employee staffing, training and development plan – limited to 2 pages
  - b) Resume of proposed Director – limited to 2 pages
  - c) Community involvement and communications plan – limited to 2 pages
  - d) Depth of management and support resources – limited to 2 pages
  - e) Nutritional and Wellness awareness programs – limited to 2 pages
  - f) Food service experience with other comparable public school districts, including the demonstrated ability to manage a financially self-sustaining program. Preference will be given to experience with Washington public school districts. – limited to 2 pages
12. **Program Information:** Interested parties are required to utilize participation levels, meal counts, service days, meal prices, federal reimbursement rates, state reimbursement rates, meal equivalents, indirect costs, etc. to develop their financial pro forma statements. The pro forma statements enables the SPONSOR to compare proposals from the various Offerors. Financial pro formas that do not use the information provided in **Appendix A, Program Information**, will not be accepted. Alternate financial pro formas or proposals will not be considered and may result in the offeror being disqualified from the selection process for being “nonresponsive”:

## **ARTICLE III: SCOPE OF WORK**

### **A. OVERVIEW OF SOUTH WHIDBEY SCHOOL DISTRICT FOOD SERVICE**

1. The SPONSOR provides food service to approximately 1150 children at 2 schools.

The SPONSOR 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 OPSI and USDA regarding each Child Nutrition Programs (CNP) covered by the resulting contract.

The SPONSOR shall retain signature authority for the monthly claim for reimbursement in the Washington Integrated Nutrition System (WINS).

2. The SPONSOR shall retain control and signature authority of the CNP nonprofit food service account and overall financial responsibility for the CNP. (7 CFR210.16 (a)(4)(5))

## **B. RESPONSIBILITIES**

The responsibilities of the food service include the following:

1. Preparing and serving meals and meal supplements (snacks) to students, and participants in NSLP, SBP, SFSP, SSO, FFVP, CACFP, and SMP;
2. Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the SPONSOR;
3. If the selected FSMC is procuring goods or services which are being charged to the SPONSOR under the awarded contract outside of the fixed price per meal (e.g. equipment), the selected FSMC is acting as an agent for the SPONSOR and must follow the same procurement rules under which the SPONSOR must operate and that the selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SPONSOR.
4. Oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen;
5. Maintaining all kitchen areas and working environments in a safe and sanitary condition;
6. The SPONSOR 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 selected FSMC preparing or serving meals at any SPONSOR facility. 7 CFR 210.16(a)(3)).

The selected FSMC shall maintain state and/or local health certification(s) for any facility outside the SPONSOR in which it prepares meals. The FSMC shall maintain the health certification(s) for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(a)(7). The FSMC shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are met in its facilities.

7. Maintaining full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.
8. Regarding Free and Reduced Price, and Paid Reimbursable Meals, the SPONSOR shall be responsible for:
  - a. Establishing and maintaining free and reduced price meals eligibility roster.
  - b. Developing and distributing the parent letter, Application for Free and Reduced Price Meals, Direct Certification, and determination of eligibility for free or reduced price meals. The selected FSMC may act as an agent for the SPONSOR related to these responsibilities.

- c. Conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
  - d. Verifying Applications for Free and Reduced Price Meals as required by USDA regulations. The selected FSMC may act as an agent for the SPONSOR related to these responsibilities
  - e. Ensuring that no child is subject to overt identification of eligibility as described in 7 CFR 245.8 or is discriminated against.
  - f. Offering free, reduce price, and paid reimbursable meals to all eligible students.
  - g. Ensuring their policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the SPONSOR for the meals served with the SPONSOR paying from funds other than non-profit food service account.
9. Ensure all reimbursable meals meet meal patterns and nutrient standards as required by applicable USDA program (NSLP, SBP, SFSP, SSO, SMP, and CACFP). No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet specifications as developed by the SPONSOR for each food component in the meal pattern in accordance with 7 CFR 210.10, 7 CFR 226.20 or do not otherwise meet the requirements of this RFP.
- a. **National School Lunch Program (NSLP) and Afterschool Snacks:** Food-Based Menu Planning (7 CFR 210.10(K)(1)) is used at all sites for lunch and afterschool snacks. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations 7 CFR 210.10, 7 CFR 210.12 , 7 CFR 210.13, 7 CFR 210.14, 7 CFR 210.15, 7 CFR 210.16, 7 CFR 210.20, 7 CFR 210.21, 7 CFR 210.23.
  - b. **School Breakfast Program (SBP):** Food-Based Menu Planning (7 CFR 220.8(a)(5)(iii)) is used at all sites for breakfast. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the School Breakfast Program 7 CFR 220.8, 7 CFR 220.12, 7 CFR 220.16, 7 CFR 220.17
  - c. **Summer Food Service Program (SFSP):** The SPONSOR provides summer food meals under the Summer Food Service Program. Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations 7 CFR 225.6, 7 CFR 225.15, 7 CFR 225.16, 7 CFR 225.17, and 7 CFR 225.18.
  - d. **Child and Adult Care Food Program (CACFP) (SPONSOR Afterschool At-Risk Snacks/Suppers, Child Care Centers, or Head Start Programs):** The CACFP meal pattern is followed in the child care centers or Head Start Programs 7 CFR 226.20. Afterschool-At-Risk Snack and Supper sites may use the NSLP or

CACFP meal pattern. Menu records are provided as required by CACFP regulations. Program Administration costs may not be included in the fixed meal price for this program. These meals cannot be included in the meal equivalent calculations for NSLP reimbursement. Separate accountability for all CACFP programs is required. [7 CFR 226.10(d), 7 CFR 226.21, 7CFR 226.22, and CFR 226.23]

- e. **Fresh Fruit and Vegetable Program (FFVP):** Sites participating in FFVP must provide all children in the awarded elementary (K-8) schools with a variety of fresh fruits and vegetables during the school day. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day. The awarded SPONSOR elementary schools must participate in the NSLP. All elementary schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables. A school application must be submitted annually for consideration to participate in the FFVP.

FFVP costs that may be reimbursed are broken into two (2) categories:

Administrative costs are the documented expenses you have for planning the Program, managing the paperwork, obtaining the equipment you need, and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables. Administrative costs currently cannot exceed 10% of the total funds.

Operating costs are the primary costs of running the FFVP such as:

1. Buying fruits, vegetables, low fat or non-fat dip for vegetables only.
2. Buying nonfood items like napkins, paper plates, serving bowls and trays, cleaning supplies, and trash bags.
3. Value added services such as pre-cut produce, ready-made produce trays, and delivery charges.
4. Salaries and fringe benefits for employees who do such tasks as washing and chopping produce, preparing trays, distributing produce to classrooms, setting up kiosks, restocking vending machines, and cleaning up.

The FSMC will be required to document and track FFVP expenses separately. Documentation must clearly outline the allocation of costs charges to the FFVP (i.e., direct labor salaries and benefits, administrative fees, produce costs, etc.)

- f. **Special Milk Program (SMP):** The Special Milk Program provides milk to children in schools and child care institutions who do not participate in other federal meal service programs. SPONSORS participating in the National School Lunch or School Breakfast Program may also participate in the Special Milk Program to provide milk to children in half-day pre-kindergarten and

kindergarten programs where children do not have access to the school meal programs.

The selected FSMC shall:

- a. Serve meals on such days and at such times as requested by the SPONSOR.
- b. Promote efforts to increase participation in the child nutrition programs.

Both SPONSOR and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations. [7 CFR 210, 7 CFR 215, 7 CFR 220, 7 CFR 225 and 7 CFR 226]

**C. FINANCIAL REQUIREMENTS:**

Manage the food service department to be self-supporting. The total of all direct operating costs (including food, supplies, wages, benefits, maintenance fees, management company fees, and other direct) and indirect direct costs must not exceed total program revenues (including sales and reimbursement under federal programs). If the program experiences operating losses, the FSMC shall be required to reimburse the SPONSOR in an amount commensurate with the variance of those costs that are within the control of the FSMC.

**D. MANAGEMENT GOALS:**

The FSMC will provide nutritious, high-quality meals and snacks to students and participants in NSLP, CACFP, SBP, SMP, FFVP, and SFSP; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

The SPONSOR 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 OSPI and USDA regarding each of the CN Programs covered by this contract.

**E. SCHOOLS AND OTHER FACILITIES SERVED:**

The Food Service department provides regular food service at 2 sites – SW Elementary School & SW Middle School/High School , and occasional service at other sites as requested or required. See Appendix C for the list.

**F. FOOD SERVICE OFFICE:**

The food service office is located at the SW Middle School/High School kitchen.

**G. PROFESSIONAL STANDARDS FOR ALL SCHOOL NUTRITION PROGRAM EMPLOYEES:**

Both SPONSOR and FSMC must review and follow guidance from the Food and Nutrition Services (FNS) on the final rule “Professional Standards for State and Local School Nutrition Programs Personnel” as required by the Healthy, Hunger-Free Kids Act of 2010” (80 FR 11077). The final rule ensures that state and local school nutrition program personnel in the National School Lunch and School Breakfast Programs have the knowledge and skills to manage and operate the programs correctly and

successfully. The final rule is available at: <https://www.fns.usda.gov/school-meals/professional-standards> and SP39-2015 available on OSPI's CNS website.

**H. ADVISORY GROUP:**

The SPONSOR shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SPONSOR advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16 (a)(8)).

**I. EMERGENCY CLOSING:**

The SPONSOR shall notify the selected FSMC of any interruption in utility services of which it has knowledge.

The SPONSOR shall notify the selected FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

**ARTICLE IV: *DESCRIPTION OF RESPONSIBILITIES OF CONTRACTOR (FSMC)***

**A. GENERAL:**

The Contractor or "FSMC" (Food Service Management Company) selected pursuant to this request for proposals will provide management and supervision of the SPONSOR Food Service Department. The FSMC must manage the Food Service Department efficiently and effectively to fulfill their responsibilities and to achieve the **Management Goals** and financial requirements (described in **Article III, Section D** above).

**B. USE OF DONATED FOODS:**

1. Any USDA Foods received at the school kitchen, sponsor or FSMC storage facility by the sponsor and made available to the FSMC must accrue solely to the benefit of the sponsor's nonprofit school food service account and shall be fully utilized therein. The FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SPONSOR. 7 CFR 210.16(a)(6)
2. Year-end reconciliation shall be conducted by the SPONSOR to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during the fiscal year. The SPONSOR reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7 CFR 250.
3. The Sponsor must maintain documentation that the FSMC has credited the district for the value of all donated foods received for use in the Sponsor's food service in the school year, including, in accordance with the requirements in requirements in 7CFR 250.15(a), the value of donated foods contained in processed end products.
4. The SPONSOR shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable.
5. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SPONSOR. FSMC agrees that any procurement and/or utilization of end products by FSMC on behalf of the SPONSOR will comply with the

requirements in subpart C of 7 CFR Part 250, and with the provisions of SPONSOR's processing agreements. SPONSOR will not be responsible for or reimburse FSMC for any costs FSMC incurs for processing commodities during the term of the contract.

6. USDA Foods allocated to the SPONSOR will be delivered to and utilized by the FSMC equitably for lunches served to students at the district.
7. Based on actual bulk USDA Foods received, it may be necessary for the FSMC to adjust the SPONSOR inventory at the end of the school year. The SPONSOR is responsible for assuring adjustments are made.
8. The FSMC must credit the SPONSOR for the value of all USDA Foods received for use in the SPONSOR's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
9. The SPONSOR must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SPONSOR account.
10. The FSMC shall provide the method and frequency by which crediting will occur. The FSMC will provide documentation to verify that the value of all USDA Foods has been credited to the sponsor.
11. The FSMC shall use the USDA Foods values listed in CNPWeb including the value of USDA Bonus Foods 7 CFR 250.51(c).
12. 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.
13. The FSMC must use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SPONSOR's food service.
14. The FSMC must 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 SPONSOR's food service.
15. The procurement of processed end products on behalf of the SPONSOR, 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 SPONSOR for the value of USDA Foods contained in such end products at the processing agreement value.
16. The FSMC must comply with the storage and inventory requirements for USDA Foods.
17. The distributing agency, sub distributing agency, or SPONSOR, the Comptroller General, USDA, 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.

18. The FSMC must maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).
19. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
20. 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.
21. The FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SPONSOR's nonprofit food service, subject to approval of the SPONSOR. The SPONSOR 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 SPONSOR.
22. The FSMC shall account for all USDA Foods separately from purchased foods. 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.
23. Upon the termination of the contract, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SPONSOR.

**C. LOCAL PURCHASES:**

The FSMC shall allow [2] percent of food budget for local farm to school purchases. The FSMC shall purchase all useable products grown at the school district's farms.

**REBATES:**

All rebates, credits, and discounts from the purchase of food, beverages, merchandise, commodity processing and supplies from local, regional and national suppliers and distributors must be passed through to the SPONSOR. The estimated value of rebates, credits and discounts shall be used in formulating the fixed price per meal.

**D. CAPITAL IMPROVEMENTS:**

The cost of capital improvements to the kitchen facilities shall be borne by the SPONSOR and shall not be included in direct operating costs of the program. Title to all capital improvements shall remain in the SPONSOR. No improvements are anticipated for the 2023-24 school year.

**E. FOOD SERVICE SUPERVISOR:**

The FSMC will employ a qualified professional to manage and oversee the food service operation, and to supervise all food service employees. The FSMC shall select and appoint the Food Service Supervisor with the SPONSORS's participation and final approval.

**F. EMPLOYEES:**

All non-management food service employees shall be employees of the SPONSOR. If food service staff are employees of the FSMC, the FSMC shall have the responsibility of hiring, training, supervising, and disciplining of employees. In the selection and hiring process, the



FSMC shall conduct a diligent and comprehensive background investigation of all prospective employees' character and criminal records. The FSMC shall not knowingly employ anyone who has a felony or misdemeanor conviction with the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse, or child pornography.

The FSMC further agrees that the SPONSOR shall have the right by written order to require removal from the FSMC operation serving the SPONSOR any person(s) who in the opinion of the SPONSOR is not of appropriate personality, character, temperament, or qualification.

The FSMC shall comply with the contract work hours/safety standard act and all wage and hours of employment requirements of federal and state laws. (40 U.S.C. 3701-3708)

The FSMC shall provide Worker's Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees including a waiver of subrogation in favor of Sponsor. FSMC shall furnish a Certificate of Insurance to the Sponsor.

The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SPONSOR's premises as established by the SPONSOR and which are furnished in writing to the FSMC.

The SPONSOR will require the selected FSMC to perform a criminal background check on any of the selected FSMC employee that will be working at the SPONSOR and disclose results to the SPONSOR.

**G. REPORTS:**

The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SPONSOR will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SPONSOR no later than the tenth 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 SPONSOR shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

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

Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three (3) years after the final claim for reimbursement for the fiscal year to which they pertain. Upon request, make all accounts and records pertaining to its school food service available to OSPI and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a

period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit; (Reference 7 CFR 210, 7 CFR 220, 7 CFR 225, and 7 CFR 226).

The FSMC shall not remove federally required records from SPONSOR premises upon contract termination. Upon contract termination the FSMC must leave copies of the records at the Sponsor's premises.

**H. ADVERTISING:**

The FSMC shall follow the SPONSOR's policy regarding advertising.

**I. SURVIVAL TERMS:**

In the event of a conflict between the terms of this section IV "Scope of Work" and a provision of the contract executed between the SPONSOR and the Contractor (FSMC) the following order of precedence shall apply: FSMC proposal, RFP, and Contract. Silence, absence or omission from contract specification concerning any point must be regarded as meaning that only best commercial practice are to prevail and that only material and workmanship of quality that would normally be specified by the SPONSOR is to be used.

**J. TERMS AND TERMINATION:**

The SPONSOR or the selected FSMC may terminate the awarded contract for cause by giving 60 days written notice [Reference 7 CFR 210.16(d)].

At any time, because of circumstance beyond the control of the SPONSOR as well as the selected FSMC, the selected FSMC, or the SPONSOR may terminate the awarded contract by giving 60 days written notice to the other party. You need to fill in the number of days

**K. MEAL CHARGE POLICY:**

The FSMC must ensure that the SPONSOR's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. All food service staff responsible for policy enforcement will be provided with the meal charge policy.

**L. SPECIAL DIETARY NEEDS:**

The FSMC must ensure the SPONOR's policy for providing 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 and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a medical doctor or recognized medical authority, 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 such substitutions.

Both the SPONSOR and FSMC agree that no child who participates in the NSLP, SBP, SFSP, SSO, CACFP, SMP, and FFVP will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or physical, mental, emotional, or disability.

**M. CIVIL RIGHTS ASSURANCE STATEMENT**

The Sponsor hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); 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 et seq.); 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.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program

operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 Sponsor, 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 behalf of the Sponsor.

## ATTACHMENT A: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Local Educational Agency (SPONSOR) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

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NAME OF FOOD SERVICE MANAGEMENT COMPANY                      NAME OF LOCAL EDUCATIONAL AGENCY

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

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

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

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

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SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE      TITLE      DATE

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

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SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE                      TITLE      DATE

**ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION  
[Local Educational Agency]**

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

**Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.214. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

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Business Name

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

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Signature(s) Date

### **Instructions for Certification**

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

## **ATTACHMENT C: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES**

Complete the form that is applicable.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

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**Date**



## Disclosure of Lobbying Activities

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

<p><b>1. Type of Federal Action:</b> _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b> _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b> _____</p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b> _____ Prime    _____ Subawardee    Tier _____, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b> \$ _____</p>	
<p><b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)</p>	<p><b>10b. Individuals Performing Services</b> (include address if different from 10a.) (last name, first name, middle)</p>	
<p><b>11. Amount of Payment</b> (check all that apply): \$ _____  ___ Actual    ___ Planned</p>	<p><b>12. Type of payment</b> (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____</p>	
<p><b>13. Form of Payment</b> (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____</p>	<p><b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____</p>	
<p><b>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p>
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____</p>

<p><b>Federal Use Only:</b></p>	<p><b>Authorized for Local Reproduction Standard Form -- LLL</b></p>
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**Disclosure of Lobbying Activities**

CONTINUATION SHEET SF-LLL-A

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

<p>The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.</p>
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## ATTACHMENT D: FINANCIAL PRO FORMA

2023-24 Financial Pro Forma			
Resources		Dollars	CPM*
Local Sales			\$0.000
Reimbursement: State			\$0.000
Reimbursement: Federal			\$0.000
National School Lunch Program			\$0.000
School Breakfast Program			\$0.000
Child and Adult Care Food Program			\$0.000
Summer Food Service Program			\$0.000
Fresh Fruit and Vegetable Program			\$0.000
USDA Foods: Commodity Value (\$.26)	-	\$0	\$0.000
<b>Total Resources</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Estimated Expenses</b>			
<b>Food Costs:</b>			
Food Costs (include worker meals)			\$0.000
Local Purchases			\$0.000
USDA Foods: Commodity Value (\$.26)	-	\$0	\$0.000
Freight/Storage Costs			\$0.000
<b>Total Food Costs</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Labor Costs:</b>			
Annual District Labor, Wages, Taxes & Benefits			\$0.000
<b>Total Labor Costs</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Non-Food Expenses:</b>			
Non-Food Supplies (paper/janitorial, etc.)			\$0.000
Non-Food District Direct Costs			\$0.000
Other _____			\$0.000
<b>Total Non-Food</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Contract Services:</b>			
On-Site Supervisory Cost			\$0.000
Annual Hourly Labor: Wages & Benefits			\$0.000
Contractor's General & Administrative			\$0.000
Other _____			\$0.000
<b>Total Contract Services</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Total Estimated Expenses</b>		<b>\$0</b>	<b>\$0.000</b>
<b>Gain / (Loss) to School</b>		<b>\$0</b>	<b>\$0.000</b>
Unrestricted Indirect Costs		\$0	\$0.000
<b>Net Gain/Loss</b>		<b>\$0</b>	<b>\$0.000</b>

Meal Type	Meals/Dollars	Conversion Rate	Meal Equivalents
Breakfasts		1.5	-
Lunches		1.0	-
Snacks		3.0	-
Ala Carte		\$4.630	-
<b>Total</b>			-

\* - CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

All Offerors must use the SPONSOR provided information for Pro Forma development. Maximum of three (3) decimal points \$X.XXX. Financial Pro Forms that do not utilize the exact program information as provided will not be accepted.

### Fixed Price Per Meal Proposal

#### **SBP**

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)  
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = \_\_\_\_\_

#### **NSLP**

-Lunch \$X.XX per meal (1 lunch = 1 meals)  
-Snack \$X.XX per snack (3 snacks = 1 meal)  
-Meal Equivalents \$X.XX per non-reimbursable meal based on \$4.65 (\$4.35 (high lunch rate) + \$.30) or \$4.63 (\$4.33 (low lunch rate) + \$.30) rate  
List total Lunches served calculated at 1:1 ratio - Total Lunches = \_\_\_\_\_  
List total Snacks served calculated at 3:1 ratio - Total Snacks = \_\_\_\_\_  
Total Meal Equivalents at 4.65:1 or 4.63:1 ratio \_\_\_\_\_

#### **SFSP**

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)  
-Lunch \$X.XX per meal (1 lunch = 1 meal)  
-Snack \$X.XX per snack (3 snacks = 1 meal)  
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = \_\_\_\_\_  
List total Lunches served calculated at 1:1 ratio - Total Lunches = \_\_\_\_\_  
List total Snacks served calculated at 3:1 ratio - Total Snacks = \_\_\_\_\_

#### **CACFP**

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)  
-Lunch \$X.XX per meal (1 lunch = 1 meal)  
-Snack \$X.XX per snack (3 snacks = 1 meal)  
-Suppers \$X.XX per meal (1 Supper = 1 meal)  
List total Breakfasts served calculated at 3:2 ratio - Total Breakfasts = \_\_\_\_\_  
List total Lunches served calculated at 1:1 ratio - Total Lunches = \_\_\_\_\_  
List total Snacks served calculated at 3:1 ratio - Total Snacks = \_\_\_\_\_  
List total Suppers served calculated at 1:1 ratio - Total Suppers = \_\_\_\_\_

#### **VENDED MEAL PROGRAM**

-Breakfast \$X.XX per meal (3 breakfasts = 2 meals)  
-Lunch \$X.XX per meal (1 lunch = 1 meal)  
-Snack \$X.XX per snack (3 snacks = 1 meal)  
List total Breakfasts served calculated at 3:2 ratio = \_\_\_\_\_  
List total Lunches served calculated at 1:1 ratio = \_\_\_\_\_  
List total Snacks served calculated at 3:1 ratio = \_\_\_\_\_

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.

Total Meals Served for Fixed Price \_\_\_\_\_

## ATTACHMENT E: PROPOSAL COVER SHEET

### CERTIFICATION

I, the official named below, certify that I am duly authorized to legally bind the Offeror to the clause(s) listed below.

<i>Offeror Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Unique Entity Identification Number (UEI)</i>	<i>Washington Secretary of State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	
<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Telephone Number</i>
		<i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to contact for clarification of Proposal</i>	<i>Telephone Number</i>
		<i>Email Address</i>

Offeror understands and accepts the requirements of this RFP. By Proposal submission, Offeror agree to be bound by the Contract terms and conditions.

Offeror acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted the distric's website – SW.WEDNET.EDU

## APPENDIX A: PROGRAM INFORMATION

### South Whidbey School District - RFP – Food Services

All Vendors must use the following information for Pro Forma development. *Financial Pro Formas that do not utilize the exact program information as provided in this attachment will not be accepted.*

#### Participation Counts:

(Based on 2021-2022 actual meal counts from Claims for Reimbursement)

Use meal counts, catering and ala carte sales below for pro forma development

Participation Categories	Lunch Annual Meals	Severe Need Breakfast Annual Meals
Free: Student	72,782	25,730
Reduced: Student		
Paid: Student, Elem		
Paid: Student, Middle		
Paid: Student, High		
Catering Sales	\$8,860.31	
Ala Carte Sales	\$8,629.00	

Reimbursement Rates: School Year 2022-23 Use Reimbursement rates to develop pro forma

#### NSLP and SBP Reimbursement Rates:

Category	High Lunch	Low Lunch	Severe Need Breakfast	Regular Breakfast	Regular Snack	Area Eligible Snack
Free	\$ 4.35	\$ 4.33	\$ 2.67	\$ 2.26	\$ 1.08	\$ 1.08
Reduced	\$ 3.95	\$ 3.93	\$ 2.37	\$ 1.96	\$ 0.54	\$ 0.54
Paid	\$ 0.79	\$ 0.77	\$ 0.50	\$ 0.50	\$ 0.09	\$ 0.09
Meal Pattern	\$ 0.08	\$ 0.08				
USDA Foods	\$ 0.30	\$ 0.30				

#### CACFP Reimbursement Rates:

Category	Lunch	Breakfast	Snack
Free	\$ 4.03	\$ 2.21	\$ 1.18
Reduced	\$ 3.63	\$ 1.91	\$ 0.64
Paid	\$ 0.47	\$ 0.45	\$ 0.19
Cash in lieu	\$ 0.30		

**SFSP Reimbursement Rates:**

Category	Breakfast	Morning Snack	Lunch	Afternoon Snack	Supper
High Administrative	\$ 0.2550	\$ 0.1275	\$ 0.4700	\$ 0.1275	\$ 0.4700
Low Administrative	\$ 0.2025	\$ 0.1000	\$ 0.3900	\$ 0.1000	\$ 0.3900
Operating	\$ 2.5700	\$ 1.0400	\$ 4.4800	\$ 1.0400	\$ 4.4800

**Meal Prices:** Use meal prices below for pro forma development

Category	Lunch	Breakfast
Free	\$0.00	\$0.00
Reduced-Price	\$0.40	\$0.30
Paid Elem	\$3.50	\$2.25
Paid Middle	\$3.75	\$2.50
Paid High	\$3.75	\$2.50
Adult	\$5.50	\$4.00

**Service Days:** Use service days below for pro forma development

School	Breakfast	Lunch	Summer	CACFP
Elementary School	177	177	N/A	N/A
Middle School	180	180	N/A	N/A
High School	180	180	N/A	N/A

**Free and Reduced Information:**

School	Enrollment	Approved Free	Approved Reduced
South Whidbey Elementary	575	138	23
South Whidbey Middle	188	44	9
South Whidbey High	434	102	29

**Serving Times/Programs:**

School Name	Lunch/ Breakfast	Grades	NSLP	SBP	CACFP	Method*
SW Elementary	11:15- 12:45/8:50-9:00	K-5	Yes	Yes	N/A	SATELLITE
SW Middle	11:40- 12:10/7:35-7:45	6-8	Yes	Yes	N/A	Base Kitchen
SW High	10:50- 11:20/7:30-7:40	9-12	Yes	Yes	N/A	Base Kitchen

**Notes:**

NSLP = Indicates participation in the National School Lunch Program.

SBP = Indicates participation in the School Breakfast Program.

SFSP = Summer Food Service Program.

CACFP = Child and Adult Care Food Program

\* Indicates method of service:

Base Kitchen --Preparing food for self and other schools

Satellite --Receiving food from a base kitchen, finish on site.



Self

--Prepares own food on site.

**Equivalency Rates:**  
*Use Equivalency below for pro forma development*

- Use \$4.65 (includes free high lunch rate) or \$4.63 on all ala carte, catering and non-reimbursable meal sales.
- Use 1 to 1 Lunch and Supper Equivalency
- Use 3 to 2 Breakfast Equivalency
- Use 3 to 1 Snack Equivalency

School Name & Position	Daily Hours	Scheduled Days*	Average Hourly Rate*
ELEMENTARY – HEAD COOK	6.5	177	25.18
ELEMENTARY – ASST.	6.5	177	21.74
ELEMENTARY – ASST.	4	177	21.97
HIGH SCHOOL – HEAD COOK	6.5	180	29.73
HIGH SCHOOL - ASST.	6.5	180	21.97
HIGH SCHOOL - ASST.	4.5	180	21.74

\*= Includes training and prep days. Average Hourly Rate does not include taxes and benefits.

**District Indirect Charges:**

For the purpose of the FSMC’s financial guarantee, district indirect costs charges to the program for 2023-24 school year shall not exceed \$0.00

**APPENDIX B: SOUTH WHIDBEY SCHOOL DISTRICT “21-DAY CYCLE MENUS”  
SOUTH WHIDBEY SECONDARY LUNCH AND BREAKFAST**

All Vendors are to develop a 21-Day Cycle Menu for South Whidbey Middle/High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-24 school year.

<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:
LUNCH:	LUNCH:	LUNCH:	LUNCH:	LUNCH:
<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:
LUNCH:	LUNCH:	LUNCH:	LUNCH:	LUNCH:
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:
LUNCH:	LUNCH:	LUNCH:	LUNCH:	LUNCH:
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:
LUNCH:	LUNCH:	LUNCH:	LUNCH:	LUNCH:
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>
BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:	BREAKFAST:
LUNCH:	LUNCH:	LUNCH:	LUNCH:	LUNCH:
<b>Day 21</b>				
BREAKFAST:				
LUNCH:				

## APPENDIX C: LOCATIONS TO BE SERVED

Complete the information for each of the school locations to be served.

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name
South Whidbey Elementary	5380 Maxwelton Road, Langley WA	(360)221-6100	Dan Poolman
South Whidbey Middle/High	5675 Maxwelton Road, Langley WA	(360)221-6100	Dan Poolman

## APPENDIX E: MINIMUM FOOD SPECIFICATIONS

### National School Lunch Meal Pattern

Food Components	Grade K - 5	Grade 6 – 8	Grade 9 - 12
<b>Milk*</b>	5 cups/week (1 cup daily)	5 cups/week (1 cup daily)	5 cups/week (1 cup daily)
<b>Meat or Meat Alternates</b> -Daily/ Weekly Minimum	8 oz equivalent/week (1 oz daily minimum)	9 oz equivalent/week (1 oz daily minimum)	10 oz equivalent/week (2 oz daily minimum)
<b>Vegetables (total )</b> -Daily/ Weekly Minimum	3¾ cups/week (¾ cup daily minimum)	3¾ cups/week (¾ cup daily minimum)	5 cups/week (1 cup daily minimum)
<i>Dark Green Subgroup</i>	½ cup/wk	½ cup/wk	½ cup/wk
<i>Red / Orange Subgroup</i>	¾ cup/wk	¾ cup/wk	1¼ cup/wk
<i>Legumes Subgroup</i>	½ cup/wk	½ cup/wk	½ cup/wk
<i>Starchy Subgroup</i>	½ cup/wk	½ cup/wk	½ cup/wk
<i>Other Subgroup</i>	½ cup/wk	½ cup/wk	¾ cup/wk
<b>Fruits</b> -Daily/ Weekly Minimum	2½ cups/week (½ cup daily minimum)	2½ cups/week (½ cup daily minimum)	5 cups/week (1 cup daily minimum)
<b>Grains / Bread</b> -Weekly minimum- maximum** -At least 80% of all grains must be whole-grain rich, the rest must be enriched	8-9 oz equivalent/ week** (1 oz daily minimum)	8-10 oz equivalent/week** (1 oz daily minimum)	10-12 oz equivalent/week ** (2 oz daily minimum)
<b>Minimum – Maximum Calories (kcal)</b> -Weekly average	550 – 650	600 – 700	750 - 850
<b>Saturated Fat</b> (% of total calories) -Weekly average	<10%	<10%	<10%
<b>Sodium***</b> -Weekly average	≤1110 mg***	≤1225 mg***	≤1280 mg***
<b>Trans Fat</b>	0 grams / serving	0 grams / serving	0 grams / serving

**\* Schools must offer at least two different types of fluid milk daily. Milk must be flavored or unflavored fat-free or 1% low-fat. If schools offer flavored low-fat (1%) milk, schools are also required to offer unflavored milk.**

**\*\* Staying within the maximums helps with dietary specifications, but are not required.**

**\*\*\* Sodium targets will decrease in SY 23-24 for lunch only.**

**APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued**

**School Breakfast Meal Pattern**

<b>Food Components</b>	<b>Grade K - 5</b>	<b>Grade 6 – 8</b>	<b>Grade 9 - 12</b>
<b>Milk*</b>	5 cups/week (1 cup daily)	5 cups/week (1 cup daily)	5 cups/week (1 cup daily)
<b>Meat or Meat Alternates</b> None required but may substitute 1 oz equivalent of meat /meat alternate for 1 oz equivalent grains after minimum daily grain is met.			
<b>Vegetables</b> May be substituted for fruits.			
<b>Fruits</b>	5 cups/week (1 cup daily minimum)	5 cups/week (1 cup daily minimum)	5 cups/week (1 cup daily minimum)
<b>Grains /Bread</b> -Daily/ Weekly Minimum** -At least 80% of grains must be whole-grain rich, the rest must be enriched	7 oz equivalent/week** (1 oz daily minimum)	8 oz equivalent/week** (1 oz daily minimum)	9 oz equivalent/week **(1 oz daily minimum)
<b>Minimum – Maximum Calories (kcal)</b> Weekly average	350 – 500	400 – 550	450 - 600
<b>Saturated Fat</b> (% of total calories) Weekly average	<10%	<10%	<10%
<b>Sodium</b> Weekly average	≤ 540 mg	≤ 600 mg	≤ 640 mg
<b>Trans Fat</b>	0 grams/serving	0 grams/serving	0 grams/serving

**\* Schools must offer at least two different types of fluid milk daily. Milk must be flavored or unflavored fat-free or 1% low-fat. If schools offer flavored low-fat (1%) milk, schools are also required to offer unflavored milk.**

**\*\* Staying within the maximums helps with dietary specifications, but are not required.**

**APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued**

## Summer Food Meal Pattern

Food Component	Breakfast (Select foods from all three required components)	Lunch or Supper (Select foods from all 4 of the required components)	Snack (Select 2 of the 4 components)
<b>Milk</b>	<b>1 cup (8 fl oz)</b>	<b>1 cup (8 fl oz)</b>	<b>1 cup (8 fl oz)</b>
<b>Vegetables and/or Fruits</b>	<b>½ cup</b>	<b>¾ cup</b> (must offer two items)	<b>¾ cup</b>
<b>Grains and Breads</b> Bread Roll, muffins, etc. Cold, dry cereal Cooked pasta Cooked Cereal	<b>1 slice</b> <b>1 serving</b> <b>¾ cup or 1 oz</b> <b>½ cup</b> <b>½ cup</b>	<b>1 slice</b> <b>1 serving</b> <b>¾ cup or 1 oz</b> <b>½ cup</b> <b>½ cup</b>	<b>1 slice</b> <b>1 serving</b> <b>¾ cup or 1 oz</b> <b>½ cup</b> <b>½ cup</b>
<b>Meat/Meat Alternate</b> Meat/Poultry/Fish Cheese Eggs Alternate Protein Cooked dry beans or peas Peanut / Nut Butters Nuts/Seeds Yogurt	<b>(Not required)</b> <b>1 oz</b> <b>1 oz</b> <b>½ large egg</b> <b>1 oz</b> <b>¼ cup</b> <b>2 Tbsp</b> <b>1 oz</b> <b>½ cup</b>	<b>2 oz</b> <b>2 oz</b> <b>1 large egg</b> <b>2 oz</b> <b>½ cup</b> <b>4 Tbsp</b> <b>1 oz (50% of serving)</b> <b>1 cup</b>	<b>1 oz</b> <b>1 oz</b> <b>½ large egg</b> <b>1 oz</b> <b>¼ cup</b> <b>2 Tbsp</b> <b>1 oz</b> <b>½ cup</b>

**APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued**

**CACFP Child Meal Pattern**

**Breakfast (All three components required for a reimbursable meal).**

	Ages 1–2	Ages 3–5	Ages 6–12	Ages 13–18**
Fluid Milk	½ cup	¾ cup	1 cup	1 cup
Vegetables or Fruits (or portions of both)	¼ cup	½ cup	½ cup	½ cup
Grains (in ounce equivalents)				
Bread, Rolls, Muffins, Biscuits	½ oz eq	½ oz eq	1 oz eq	1 oz eq
Ready-to-Eat Breakfast Cereal				
Flakes or Rounds	½ cup	½ cup	1 cup	1 cup
Puffed Cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	1/8 cup	1/8 cup	¼ cup	¼ cup
Cooked Cereals, Grains, Rice, Pastas	¼ cup	¼ cup	½ cup	½ cup
Meat/Meat Alternates*	½ oz eq*	½ oz eq*	1 oz eq*	1 oz eq*
*Optional, may be served in place of grain up to three times a week				

**Lunch and Supper (All five components required for a reimbursable meal).**

Components and Food Items (Minimum quantities to meet meal pattern requirements)	Ages 1–2	Ages 3–5	Ages 6–12	Ages 13–18**
Fluid Milk	½ cup	¾ cup	1 cup	1 cup
Meat/Meat Alternates	1 oz eq	1½ oz eq	2 oz eq	2 oz eq
Lean Meat, Poultry, Fish	1 oz	1½ oz	2 oz	2 oz
Cheese	1 oz	1½ oz	2 oz	2 oz
Egg	½ egg	¾ egg	1 egg	1 egg
Yogurt	½ cup	¾ cup	1 cup	1 cup
Cooked Beans	¼ cup	3/8 cup	½ cup	½ cup
Tofu	1 oz	1½ oz	2 oz	2 oz
Nut or Seed Butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp
Vegetables	1/8 cup	¼ cup	½ cup	½ cup
Fruits (or a second different vegetable)	1/8 cup	¼ cup	¼ cup	¼ cup
Grains (in ounce equivalents)				
Bread, Rolls, Muffins, Biscuits, Crackers, and other Bread Products	½ oz eq	½ oz eq	1 oz eq	1 oz eq
Cooked Cereals, Grains, Rice, Pastas	¼ cup	¼ cup	½ cup	½ cup

\*\*At-Risk Afterschool Programs and Emergency Shelter

## APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued

### Snack (Select two of the five components for a reimbursable snack)

Components and Food Items (Minimum quantities to meet meal pattern)	Ages 1–2	Ages 3–5	Ages 6–12	Ages 13–18**
Fluid Milk	½ cup	½ cup	1 cup	1 cup
Meat/Meat Alternates	½ oz eq	½ oz eq	1 oz eq	1 oz eq
Vegetables	½ cup	½ cup	¾ cup	¾ cup
Fruits	½ cup	½ cup	¾ cup	¾ cup
Grains (in ounce equivalents)	½ oz eq	½ oz eq	1 oz eq	1 oz eq

\*\*At-Risk Afterschool Programs and Emergency Shelters

APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued

**CACFP Infant Meal Pattern**  
**Breakfast, Lunch, Supper**

Component	Birth – 5 Months	6 – 11 Months
<b>Breastmilk or Infant Formula</b>	4–6 fl. oz. breastmilk or formula	6–8 fl. oz. breastmilk or formula <b>AND</b>
<b>Grains or Meat/Meat Alternates, or a combination</b>	(not required)	<ul style="list-style-type: none"> <li>• 0—½ oz eq (0–4 Tbsp) infant cereal;</li> <li>• or 0–4 Tbsp meat, fish, poultry, whole eggs, cooked dry beans or peas;</li> <li>• or 0–2 oz. cheese;</li> <li>• or 0–4 oz. cottage cheese;</li> <li>• or 0–4 oz. (½ cup) yogurt;</li> <li>• or a combination of the above <b>AND</b></li> </ul>
<b>Vegetables, Fruit, or both</b>	(not required)	0–2 Tbsp vegetables, fruit, or both

**Snacks**

Component	Birth – 5 Months	6 – 11 Months
<b>Breastmilk or Infant Formula</b>	4–6 fl. oz. breastmilk or formula	2–4 fl. oz. breastmilk or formula <b>AND</b>
<b>Grains</b>	(none required)	<ul style="list-style-type: none"> <li>• 0—½ oz eq bread;</li> <li>• or 0—¼ oz eq crackers;</li> <li>• or 0—½ oz eq (0–4 Tbsp) infant cereal;</li> <li>• or 0—¼ oz eq ready-to-eat cereal</li> </ul> <b>AND</b>
<b>Vegetables, Fruit, or both</b>	(none required)	0–2 Tbsp vegetables, fruit, or both

Abbreviations: fl. oz. = fluid ounces    oz eq = ounce equivalent    Tbsp = tablespoons



## **APPENDIX E: MINIMUM FOOD SPECIFICATIONS – Continued**

### **Additional Information**

- Breastmilk or formula, or portions of both, must be served at all meals and snacks. It is recommended that breastmilk be served in place of formula from birth through 11 months.
- For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered if the infant is still hungry.
- A serving of a component is required to be offered when the infant is developmentally ready to accept it. All components (except breastmilk) must be offered in the full minimum portion.
- Providers must have a way to track and document developmental readiness, such as using the OSPI CACFP Infant Meal Forms.
- At least one type of formula must be offered by the provider.
- Infant formula and dry infant cereal must be iron-fortified.
- Medical statements are required for exempt (specialized) formulas.
- Fruit and vegetable juices are not creditable for infants.
- All grains served must be made with enriched or whole grain meal or flour. Ready-to-eat breakfast cereals that are fortified are also creditable. (Snack only)
- Ready-to-eat breakfast cereals must contain no more than 6 grams of sugar per dry ounce.
- Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Soy yogurt is not creditable for infants.