



Request for Proposal (RFP)

Food Service Management Company (FSMC) Fixed Price per Meal Contract in the School Nutrition Programs

RFP issued by: Hawthorn School District #73
841 W End Court
Vernon Hills, IL 60061

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RFP Release Date: December 29, 2023

RFP Submission: Completed proposals must be submitted no later than: February 13, 2024, by 12pm CST. District Office located at 841 West End Court, Vernon Hills IL 60061, to the attention of Jennifer Akin.

Read SOLICITATION carefully!

Please note that Hawthorn School District #73 participates in federal programs made available through funding received from the U.S. Department of Agriculture ("USDA"). In accordance with Federal civil rights law and 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

ISBE Legal Disclaimer

ISBE does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. ISBE is not a party to any contractual relationship between the SFA and Selected FSMC. ISBE is not obligated, liable or responsible for any action or inaction taken by the SFA or Selected FSMC based on this template contract and subsequent changes and/or amendments to this RFP or subsequent Awarded Contract.

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Definitions

For purposes of this RFP, the following definitions, which are consistent with the federal Child Nutrition Programs' regulations, apply:

2 CFR 200 means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by OMB. The part reference covers applicable: Acronyms and Definitions (subpart A), General Provisions (subpart B), Post Federal Award Requirements (subpart D), Cost Principles (subpart E), and Audit Requirements (subpart F). (NOTE: Pre-Federal Award Requirements and Contents of Federal Awards (subpart C) does not apply to the National School Lunch Program).

Afterschool care program means a program providing organized childcare services to enrolled school-age children afterschool hours for the purpose of care and supervision of children. Those programs shall be distinct from any extracurricular programs organized primarily for scholastic, cultural or athletic purposes.

Afterschool Snack Program (ASSP) is a component of the National School Lunch Program and is a federally assisted snack service that fills the afternoon hunger gap for school children. The snack service is administered at the Federal level by USDA's Food and Nutrition Service. At the state level, it is administered by state agencies, which operate the snack service through agreements with local school food authorities (SFAs). SFAs are ultimately responsible for the administration of the snack service.

A la Carte means any food or beverage sold by the school foodservice that is not part of a reimbursable meal.

Applicable credits shall have the meaning established in [2 CFR 200.406](#), applicable credits.

Awarded contract is the agreement between the SFA and Selected FSMC that submitted a winning proposal in response to the SFA's RFP. The awarded contract is used by the Selected FSMC to provide the SFA with the services outlined in the RFP.

Best and Final Offer (BAFO) is a process requested from one proposer or short-listed proposers from their best price(s) for a specific solicitation prior to determining contract award.

Breakfast means a meal which meets the meal requirements set out in [7 CFR 220.8](#), and which is served to a child in the morning hours. The meal shall be served at or close to the beginning of the child's day at school.

Child and Adult Care Food Program (CACFP) is a federal program that provides reimbursements for nutritious meals and snacks to eligible children and adults who are enrolled for care at participating childcare centers, day care homes, and adult day care centers. CACFP also provides reimbursements for meals served to children and youth participating in afterschool care programs, children residing in emergency shelters, and adults over the age of 60 or living with a disability and enrolled in day care facilities as outlined in [7 CFR 226](#).

Child means: (a) a student of high school grade or under as determined by the State educational agency, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "School," including students who are mentally or physically disabled as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of "School;" or (c) For purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an afterschool care program operated by an eligible school who is 12 years of age or under, or in the case of children of migrant workers and children with disabilities, not more than 15 years of age.

Child Nutrition Programs (CNP) are federally funded programs to ensure that children have access to nutrition meals and snacks in schools, summer programs, childcare centers and homes, and afterschool programs in accordance with [7 CFR 210-249](#).

Commodity School Program/ Food Distribution Program (FDP) means the Program under which participating schools operate a nonprofit lunch program in accordance with this part and receive donated food assistance in lieu of general cash assistance. Schools participating in the Commodity School Program shall also receive special cash and donated food assistance in accordance with [7 CFR 210.4\(c\)](#).

Community Eligibility Provision (CEP) is a non-pricing meal service option for schools and school districts in low-income areas. CEP allows the nation's highest poverty schools and districts to serve breakfast and lunch at no cost to all enrolled students without collecting household applications. Instead, schools that adopt CEP are reimbursed using a formula based on the percentage of students categorically eligible for free meals based on their participation in other specific means-tested programs, such as the Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF).

Contractor means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with a School Food Authority (SFA).

Fixed meal price contract means a firm-fixed-price per meal that provides for payment of a fixed meal price that is not subject to any adjustment on the basis of a FSMC's cost experience in performing the contract.

Fixed meal price means an agreed upon amount that is fixed at the start of the contract.

Food Service Management Company (FSMC) means a commercial enterprise or a nonprofit organization which is or may be contracted with by the school food authority to manage any aspect of the school food service.

Food Service Management Company- Vended Meals (FSMC) contract means a commercial enterprise or a nonprofit organization which is or may be contracted with by the school food authority to manage any aspect of the school food service but prepares the meals in a facility not associated with the SFA and delivers the meals to the SFA site(s).

Free Lunch means a lunch served under the Program to a child from a household eligible for such benefits under [7 CFR 245](#) and for which neither the child nor any member of the household pays or is required to work.

Fresh Fruit and Vegetable Program (FFVP) is a grant that must be applied for, to increase fresh fruit and fresh vegetable consumption during the school day in elementary schools that participate in the National School Lunch Program (NSLP). Priority is given to elementary schools based on free and reduced eligibility.

Local Educational Agency (LEA) means a public board of education or other public or private nonprofit authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public or private nonprofit 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 or private nonprofit elementary schools or secondary schools. The term also includes any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit elementary school or secondary school, including residential child care institutions, Bureau of Indian Affairs schools, and educational service agencies and consortia of those agencies, as well as the State educational agency in a State or territory in which the State educational agency is the sole educational agency for all public or private nonprofit schools.

National School Lunch Program means the Program under which participating schools operate a nonprofit lunch program in accordance with this part. General and special cash assistance and donated food assistance are made available to schools in accordance with [7 CFR 210](#).

Negotiation means a process of planning, reviewing, analyzing, and conferring used by two or more parties to reach a mutually acceptable agreement in a contracting relationship. They are conducted with more than one of the sources submitting proposals, and either a fixed- price or cost-reimbursable type contract is awarded, as appropriate.

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service. This account shall include, as appropriate, non-Federal funds used to support paid lunches as provided in [7 CFR 210.14\(e\)](#), and proceeds from nonprogram foods as provided in [7 CFR 210.14\(f\)](#).

Offeror is a commercial FSMC that submits a proposal in response to this RFP.

Reduced Price Lunch means a lunch served under the Program: (a) to a child from a household eligible for such benefits under [7 CFR 245](#); (b) for which the price is less than the school food authority designated full price of the lunch and which does not exceed the maximum allowable reduced price specified under [7 CFR 245](#); and (c) for which neither the child nor any member of the household is required to work.

School means:

- a) An educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings;
- b) any public or nonprofit private classes of pre primary grade when they are conducted in the aforementioned schools; or
- c) any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes. The term “residential child care institutions” includes, but is not limited to: homes for the mentally, emotionally or physically impaired, and unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities for chronically ill children; and juvenile detention centers. A long-term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for 30 days or more.

School Breakfast Program (SBP) means the program authorized by section 4 of the Child Nutrition Act of 1966 in accordance with [7 CFR 220](#).

School Food Authority (SFA) means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein *or* be otherwise approved by FNS to operate the Program.

School in Severe Need means a school determined to be eligible for rates of reimbursement in excess of the prescribed National Average Payment Factors, based upon the criteria set forth in [220.9\(d\)](#).

School Nutrition Programs (SNP) are federally funded programs to ensure that school-based children have access to nutrition meals and snacks in accordance the NSLP, SBP, SMP, SSO, ASSP, FFVP, and FDP.

School week means the period of time used to determine compliance with the meal requirements in [7 CFR 210.10](#) and [7 CFR 220.8](#). The period must be a normal school week of five consecutive days; however, to accommodate shortened weeks resulting from holidays and other scheduling needs, the period must be a minimum of three consecutive days and a maximum of seven consecutive days. Weeks in which school breakfasts are offered less than three times must be combined with either the previous or the coming week.

School Year means a period of 12 calendar months beginning July 1 of any year and ending June 30 of the following year.

Seamless Summer Option (SSO) combines features of the National School Lunch Program, School Breakfast Program, and Summer Food Service Program (SFSP). This option reduces paperwork and administrative burden, making it easier for schools to feed children from low-income areas during the traditional summer vacation periods, for year-round schools, and long school vacation periods (generally exceeding two to three weeks). By enrolling in the Seamless Summer Option, schools will not only provide a service to children in their school but the community at large.

Selected FSMC is an offeror that submitted the successful proposal to this RFP and is awarded a contract as a result of this RFP.

Special Milk Program (SMP) provides milk to children in schools, childcare institutions, and summer camps that do not participate in other Federal child nutrition meal service programs in accordance with [7 CFR 215](#).

State Agency means (1) The State educational agency or (2) such other agency of the State as has been designated by the Governor or other appropriate executive or legislative authority of the State and approved by the Department to administer the Program in schools as described in paragraph (c) of the definition of *School* in this section. The “State Agency” or “State educational agency” for purposes of this document is the Illinois State Board of Education.

Summer Food Service Program (SFSP) is a federally funded, state-administered program. SFSP reimburses program operators who serve free healthy meals and snacks to children and teens in low-income areas as outlined in [7 CFR 225](#).

“RFP” or “Request for Proposal” 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. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals may be used if conditions are not appropriate for the use of competitive sealed proposals.

Vended Meals means meals that are prepared by a contractor in a facility other than the SFA facility with the meals being delivered to the SFA site(s). The meals are delivered in a pre-packed (bulk)/ pre-plated (individual serving size) style.

Schedule of Events

Event Type	Event Date	Event Time
RFP Release Date (Public Notice/Direct Solicitation)	12/29/23	N/A
Deadline for Pre-Proposal Conference questions	1/05/24	12 pm
*Pre-Proposal Conference and Site Visit	1/09/24	4 pm
FSMC Presentations (if applicable)	N/A	
Taste Testing / Site Visit (if applicable)	N/A	
Deadline for submission of Final Questions <i>No questions will be accepted after this date/time.</i>	1/17/24	12 pm
Answers to Questions Provided**	1/23/24	12 pm
Deadline for Submission of Proposal	2/13/24	12 pm
Proposals Opening	2/13/24	12 pm
Proposals Evaluation Completed by	2/16/24	8 am
Negotiations***- Best and Final Offer Due by (if applicable)	N/A	
Approval of Winning Proposal (Board Meeting)	3/14/24	
Notice of Intent to Award Sent to Selected FSMC	3/14/24	N/A
Contract Signing	3/30/24	
Anticipated Start Date of Selected FSMC Contract	7/1/24	

* Reference instruction in the Pre- Proposal Conference and Site Visit of the RFP for additional instructions and requirements.

** Throughout the solicitation process, **all addenda/addendum/amendment(s), including all questions and answers, must be submitted to ISBE for review** and the SFA must receive notice the document(s) comply with Federal rules and regulations prior to distributing addenda/addendum/amendment(s) to all prospective proposers that received the original solicitation. Addenda/amendments must not be issued within a minimum of seven (7) working days of the time and date set for the solicitation opening.

*** Negotiations will only be conducted with offerors whose proposals receive evaluation scores that exceed a numerical value (i.e., "cut off" score) established in advance by the evaluation panel. The contract must not be finalized and awarded until the State agency (ISBE) reviews and approves any change in terms that result in a contract amendment. If deficiencies are noted, it may be necessary for the SFA to reopen negotiations. No contract may be executed by any party without prior written approval by the State agency (ISBE).

The SFA will use its best efforts to adhere to the Schedule of Events. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

SECTION 1:	INSTRUCTIONS TO PROPOSERS
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- 1.1 For purposes of this RFP and the Awarded Contract, the term School Food Authority may be used interchangeably with the terms “SFA” and “Hawthorn School District #73.”
- 1.2 Hereinafter, the Food Service Management Company (FSMC) submitting a proposal will be referred to as the “**Offeror**”, and the “**Awarded Contract**” will be between the winning Offeror (herein referred to as the “**Selected FSMC**”).

1.3 **Description**

This RFP seeks "Proposals" from FSMCs interested in providing onsite management and operating food service programs at the Hawthorn School District #73 facilities identified in Exhibit A. Services include but are not limited to consulting, purchasing, receiving, storing, preparation, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of USDA Foods provided through the Illinois State Board of Education (ISBE) Food Distribution Program.

Catering activities, if applicable, are outside of the fee structure of the awarded contract.

1.4 **Pre-proposal meeting and facility tour**

A meeting with interested FSMCs to review specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on 1/09/2024 at 4pm CST at the following location, Townline Elementary/School of Dual Language, 810 N. Aspen Drive, Vernon Hills, IL 60061.

- **Pre-proposal meeting and facility tour:** all FSMCs that intend to respond to this RFP are highly encouraged to attend. Pre-Proposal Conference and Site Visit will occur after school hours. Photography, of any type, will not be permitted.
- **Questions for Pre-Proposal Conference and Site Visit:** Submit, in writing, questions regarding the RFP by 12 pm CST on 1/05/2024 to Jennifer Akin via akinj@hawthorn73.org. Hawthorn School District #73 will acknowledge receipt of questions no later than 4pm CST on 1/08/2024.
 - Questions from the floor at the Pre-Proposal Conference and Site Visit must also be presented in writing and emailed to Jennifer Akin at akinj@hawthorn73.org by noon on 1/17/2024. These questions may or may not be answered at the Pre-Proposal Conference and Site Visit depending on the availability of the answer.
 - No later than noon on 1/23/2024, all questions will be answered in writing and sent to all individuals that signed in at the Pre-Proposal Conference and Site Visit.
- **FSMC Presentations:** FSMC presentations will not be scheduled at this time. All FSMCs will have the same presentation opportunities including but not limited to time and manner should Hawthorn School District #73 elect at a later date to require FSMC presentations.
- **Blind Taste Testing:** FSMC taste testing will not be required. FSMC taste testing may not be requested. If Taste Testings are required, all FSMCs will have the same opportunities including but not limited to time and manner.
- **Written communication:** Written communication will override any verbal communication between any FSMC and Hawthorn School District #73.

1.5

Proposal Submission

- a. Submission of proposal deadline: 12 pm CST on 2/13/2024, where all proposals will be opened publicly. The public opening will take place at:

**Hawthorn School District #73
841 W End Court
Vernon Hills, IL 60061**

No consideration will be made for Proposal(s) received after this date and time listed above.

Hawthorn School District #73 reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposal(s) or parts of a Proposal and to waive any informalities and/or irregularities contained with a Proposal.

- b. Proposals are to be submitted:
Proposals must be properly labeled and submitted in hard-copy format in a sealed envelope on or before 12 pm on 2/13/2024 . Proposals shall include any required forms provided with this RFP, and all certifications contained herein must be signed and submitted with the bid. All Proposals shall be marked with the title of the bid, date and time of opening and addressed to the attention of Jennifer Akin at 841 W End Court in Vernon Hills, IL 60061.
- c. **Submission Instructions:** Deliver a complete proposal package in a sealed envelope labeled as follows:
- RFP ID number and/or title
 - Original or Copy (as applicable)
 - Envelope number (i.e., 1 of 3)
 - Date
 - Offeror's Name and Address

Submit one (1) original and three (3) copies of the complete Proposal package.

During the Proposal evaluation process, the scoring committee may need to clarify items in an Offeror's Proposal. As a result, Offeror's Proposal must include contact information for the person who will be representing the Offeror through the process. Offeror should at a minimum provide the proposal contract person's name, title, address, phone number, and email. Furthermore, Offeror may need to provide proof of authority of the person signing and submitting the Proposal. This will need to be available upon request from Hawthorn School District #73. The Offeror is responsible for delivering the complete Proposal package in a sealed envelope along with the requisite copies to the correct location before the Proposal deadline.

- d. **Late Proposals:** Proposals submitted after the date and time specified will not be considered and will be returned unopened to the appropriate Proposer. Postmarks or dating of documents will be given no consideration in the case of late proposals.
- e. **Public Opening:** Public opening will be at 12pm CST on 2/13/2024 and will take place at Hawthorn School District #73 District Office located at 841 West End Court, Vernon Hills IL 60061.
- f. **In the event your company decides not to submit a proposal, it is requested that the RFP be returned on or before the submission deadline outlined above with a completed [Statement of No Proposal](#).**

- g. Hawthorn School District #73 will not grant relief because of errors or omissions in submitting proposals, and Offerors will be held strictly to the proposals as submitted. Should an Offeror find any discrepancies in, or omissions from, this RFP, or be in doubt as to the meaning of any criteria, terms or conditions described herein, such bidder shall notify Hawthorn School District #73, which will issue the necessary clarifications to all prospective Offerors by means of addenda if necessary or if Hawthorn School District #73 determines that the lack of such information would be prejudicial to uninformed Offerors.
- h. Submission of a proposal will be construed as an indication that the Offeror is fully informed of and can offer the services in accordance with the criteria, specifications, and conditions described in this RFP.
- i. All proposals shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the Contract shall be made to the Selected FSMC in Hawthorn School District #73's sole discretion based on the criteria and specifications outlined in the RFP and further set forth in the Awarded Contract.
- j. All Offerors should completely inspect the facilities and equipment prior to the proposal due date and prior to submitting a proposal. Failure to do so will not relieve the Offeror, if successful, from the necessity of furnishing and installing without additional cost to Hawthorn School District #73 any materials and equipment or of performing any labor that may be required to carry out the services required of the resulting contract.
- k. No proposal will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the District upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to the District, or has failed to perform faithfully any previous contract with the District.
- l. All completed proposals and supporting documentation submitted shall be the property of Hawthorn School District #73.
- m. All completed bids and supporting documentation submitted shall be the property of the SFA.
- n. **Public Opening:** Public opening will be at 12pm CST on 2/13/2024 and will take place at Hawthorn School District #73 District Office located at 841 West End Court, Vernon Hills IL 60061.

1.6 **Written Inquiries**

All communication should be directed to:

Jennifer Akin, HR & Business Office Systems Administrator
 841 West End Court, Vernon Hills, 60061
akinj@hawthorn73.org

Email is the preferred form of communication. (Note: School's email systems may have very restrictive security systems. If a response has not been received within two (2) business days, contact **Jennifer Akin** at **847-990-4252**. Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by 12pm CST on **1/17/2024**.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors. No other oral or other written communications from Hawthorn School District #73 or its employees may be used or relied upon by Offeror or the Selected FSMC for any purpose whatsoever. A written response no later than **1/23/2024**

will be issued; a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and the Awarded Contract and must be acknowledged in writing, signed by an individual authorized to legally bind the Offeror, and included in the Offeror's proposal. All addenda will be issued electronically to each Offeror known by Hawthorn School District #73 who have requested a copy of the RFP. It shall be the Offeror's responsibility to ensure the receipt of any and all such addenda.

If changes to the RFP are not acknowledged, Hawthorn School District #73 retains the right to reject the proposal as non-responsive. No addenda will be issued within seven working days of the time and date set for the proposal due date. Should Hawthorn School District #73 determine that clarification of the specifications/instructions is necessary within seven working days of the time and date set for the proposal due date, the time and date set for the proposal due date will be delayed to allow the issuing an addendum.

Before submitting a Proposal, it shall be the responsibility of each Offeror to contact **Jennifer Akin** at **akinj@hawthorn73.org**, prior to the Proposal due date to determine whether additional addenda were issued.

- 1.7 The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all proposers will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then Hawthorn School District #73 (i) reserves the right to negotiate modifications to the Awarded Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful Offerors with the opportunity to modify their proposals to reflect such legislative changes.

1.8 **Discussions/Negotiations**

By requesting of a copy of the RFP and subsequent submission of a Proposal, the Offeror agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the awarded contract, Offeror will not discuss this procurement with any party except the designated contact person identified in this RFP. Hawthorn School District #73 reserves the right to reject any and all Proposals and to cancel this RFP when there are sound documented reasons to do so. Hawthorn School District #73 shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Offeror's response to this RFP or with respect to the negotiation of the Awarded Contract.

Hawthorn School District #73 reserves the right, at any time after opening and prior to award, to request clarification from any Offeror, address technical questions, make site visits, review past performance, or seek or provide other information regarding Offeror's Proposal. This process may be used for such purposes as providing an opportunity for Offeror to clarify the Proposal to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Offeror. Hawthorn School District #73 will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services Offeror is proposing to Hawthorn School District #73, provided nothing herein shall prohibit Hawthorn School District #73 from seeking additional services from the Successful FSMC following the negotiation and execution of the Awarded Contract during its term. An individual authorized to legally bind Offeror shall sign the proposal, all required certifications and responses to any request for clarification.

Hawthorn School District #73 reserves the right to contact provided references and other references to assist in Proposal evaluation, to verify information contained in the Proposal, and to discuss Offeror's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by Hawthorn School District #73 to award any contract or agreement. This RFP is designed to provide Offeror with the information necessary to prepare a competitive Proposal. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal. An RFP may, in the District's sole discretion, be rejected for various reasons including but not limited to any one of the following reasons:

- Offeror fails to deliver the Proposal by the due date and time.
- Offeror fails to respond to Hawthorn School District #73's requests for information, documents, or references within the time specified.
- Offeror's response limits the rights of Hawthorn School District #73.
- Offeror's response materially changes a product or service requirement.
- Offeror fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- Offeror provides misleading or inaccurate responses.
- Offeror initiates unauthorized contact regarding the RFP with Hawthorn School District #73 or employees/agents of Hawthorn School District #73.
- Offeror presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- Offeror fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

1.9 **Negotiations**

Negotiations are conducted with offerors whose proposals receive evaluation scores that exceed a numerical value (i.e., cut-off score) established in advance by the SFA evaluation panel. This "cut-off" score is determined prior to opening any of the proposals. After the evaluations have been completed and all proposals are ranked, those proposals that meet or exceed the pre-established cut-off score are forwarded to the SFA individual or team responsible for negotiating with the offerors. Negotiations related to USDA food terms are not permitted.

The SFA will not engage in negotiations.

If applicable: Contract negotiations will be conducted in a fair and equitable manner. As with all aspects of procurement, the negotiators must be well prepared. The SFA individual(s) evaluating the proposals will not be the same SFA individuals who conduct negotiations with offerors whose proposals receive scores above the prescribed cut-off. The SFA negotiators will inform all offerors of the terms and conditions of the negotiation, including which elements will not be negotiable and which elements can be negotiated.

If applicable: It is expected that the negotiation process will result in the selection of the successful offeror. However, if after negotiations, two or more offerors are still under consideration, the SFA will make a final selection, using an unbiased method; by asking the offerors to submit a Best and Final price. .

If applicable: The SFA will provide written notification to the successful offeror which clearly states that while the offeror has been successful, the proposed contract is subject to review by the State Agency (ISBE). This notice will also inform the successful offeror that if non-substantive changes are needed as a result of the State Agency (ISBE) review, an opportunity will be provided to amend the proposal.

If applicable: After negotiations are completed, any negotiated provision(s) that change the scope or require an amendment of terms to the proposed contract must be reviewed by the State Agency. These provision(s) may require revision before the contract is final. This can create situations where the offeror withdraws or modifies a final offer. In these cases, the SFA may need to reopen negotiations. In cases where the State Agency did not review the non-negotiable provisions of the contract, the entire contract should be reviewed and could be open for revision.

1.10 Fair and Open Competition

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it shall be the responsibility of the interested Offeror to notify the contact person identified in this RFP, in writing, so as to be received within five (5) business days after the date the RFP is issued by Hawthorn School District #73. The RFP may or may not be changed, but a review of such notification will be made prior to the award of Contract(s).

1.11 Overly Responsive Proposal

To ensure maximum open and free competition Offeror's Proposal must not be overly responsive. If Offeror's Proposal is deemed to be overly responsive, the Proposal may not be considered for evaluation for the Awarded Contract. When responding to this RFP, Offeror must confine its proposal to the requirements of this RFP.

Examples of overly responsive Proposals:

- Respondent offers a guarantee which was not requested in the original RFP,
- Respondent offers incentives over and beyond those required by the RFP document (such as scholarships or "free" equipment) to entice Hawthorn School District #73 to select its Proposal for the Awarded Contract, or
- Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such items were not required in the RFP document, then the offer would be considered overly responsive.

The Awarded Contract will be made to the highest-scoring, responsible Offeror that is both capable of providing the products and services described in this RFP and submits a responsive Proposal that can meet all specifications of the entire RFP. Goods, products, or services offered in a Proposal above and beyond what is requested in this RFP shall not be factored into the scoring evaluation. The Award Contract decision will be based on the criteria outlined in this RFP and not on any additional factors the respondent has chosen to add.

1.12 Method of Award

Proposals that are timely submitted and are not subject to disqualification will be reviewed according to the evaluation criteria set forth in this RFP. Hawthorn School District #73 wellness committee will review and score the Proposals using the evaluation criteria found in this RFP. In addition, the scoring committee will conduct a pre-award audit and check references. Hawthorn School District #73 reserves the right to investigate each Offeror's ability to fulfill all requirements of the RFP, representations made by the Offeror, and contract terms of the Awarded Contract. Representatives from the District reserve the right to inspect the Offeror's facilities and, upon reasonable notice, any other food service operation under its management prior to any award of a contract.

Hawthorn School District #73 will consider each Proposal independent of other Proposals. As part of the evaluation process, Hawthorn School District #73 may request samples of meals or other products and services in connection with its evaluation.

1.13 **RFP Estimations**

Quantities reflected in this RFP are estimates based on Hawthorn School District #73's combined projected claims for the 2023-2024 School Year and projected increases or decreases based on the new federal guidelines and anticipated student participation in Hawthorn School District #73's food service. These quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, meal pricing, availability of federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

SECTION 2:

TERMS AND CONDITIONS

2.1 Awarding the Contract

To be considered, Offeror must submit a complete response to this RFP ***using the forms provided.***

Proposals determined to be overly responsive may be returned to Offeror and not considered for the Awarded Contract. Offerors should limit Proposal responses to what is required and requested in this RFP. No other documents submitted with the Proposal will affect the contract provisions contained herein, and there may be no modification to the contract language without prior approval of the Hawthorn School District #73 and, if required, the Illinois State Board of Education (ISBE).

An award shall be made to the qualified and responsible Offeror who submits a timely and responsive Proposal to this RFP. A responsible Offeror shall have financial, technical, and other resources which indicate an ability to provide products and perform the services required by this RFP.

Offeror and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a Proposal; failure to do so will be at the Offeror's own risk. Failure or omission of Offeror to be familiar with existing conditions shall in no way relieve the Offeror of obligation with respect to this RFP, as an Offeror's proposal shall be understood to be an unconditional acceptance of the terms and conditions set forth in this RFP. Hawthorn School District #73 is not liable for any cost incurred by the Offeror prior to the signing of the awarded contract by all parties. Paying the Selected FSMC from the Child Nutrition Program (CNP) funds is prohibited until the Awarded Contract is signed.

If additional information is required, contact Jennifer Akin at akinj@hawthorn73.org.

2.2 Awarded Contract

This Awarded Contract is effective for a one-year period beginning **7/1/2024** and ending on **6/30/2025** (the "Term"), with up to four (4) one-year (1-year) renewals to be exercised in the sole discretion of Hawthorn School District #73.

The Awarded Contract between Hawthorn School District #73 and the Selected FSMC shall be a combination of the specification, terms and conditions of the RFP; Selected FSMC Proposal, attachments to the Proposal and any written clarifications or changes made by Hawthorn School District #73; any representations or warranties made therein, whether express or implied; and in accordance with the provisions herein. (See section *Exception and Deviations* for additional details.)

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.

Any exceptions noted in Proposal will be evaluated after the due date and Proposal opening. No exceptions, addendums, amendments, or other changes will be allowed thereafter unless required by federal, state, or local regulations or needed to allow for program performance under the Awarded Contract. The only planned amendments will be the amendment to renew the Awarded Contract. This amendment will be presented to the contractor by Hawthorn School District #73 at the time of renewal. Renewal of Awarded Contract does not constitute an offer by Hawthorn School District #73 for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment, and all such renewals shall be made on the original terms and conditions of the Awarded Contract unless otherwise expressly agreed to by Hawthorn School District 73.

Any proposed terms and conditions (i.e., exceptions) listed in Offeror's Proposal may be considered by Hawthorn School District #73. However, such proposed terms and conditions may render Proposal

non-responsive and ineligible for evaluation of the Awarded Contract. Furthermore, any accepted proposed terms and conditions related to costs will be added to the overall costs proposed in Offeror's Proposal. This is the only way to fairly evaluate and compare exceptions to Hawthorn School District #73's terms and conditions by an Offeror and another Offeror which accepted Hawthorn School District #73's terms and conditions without exceptions.

In the event of an amendment to the Awarded Contract, both parties must mutually accept and sign the amendment, which will then be reviewed by ISBE before becoming effective. Hawthorn School District #73 must be the originator of the amendment. ***Amendment(s) presented by Selected FSMC will be denied.*** The Awarded Contract and any addenda or amendments must be entered in compliance with federal and state procurement requirements.

2.3 **Termination**

Hawthorn School District #73 may terminate for convenience the Awarded Contract, in whole or in part, by written notice to the Selected FSMC of not less than sixty (60) days without the payment of any penalty, lost profits or consequential damages and without incurring further obligation to the Selected FSMC.

Notwithstanding the notice period above, Hawthorn School District #73 may immediately terminate the Awarded Contract, in whole or in part, upon notice to the Selected FSMC if Hawthorn School District #73 determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if Hawthorn School District #73 determines that the FSMC lacks the financial resources to perform under the Contract.

Upon termination, Hawthorn School District #73 may procure, upon such terms as it shall deem appropriate, services similar to those terminated. Selected FSMC shall continue performance of the Awarded Contract to the extent not terminated.

Notwithstanding any provision to the contrary in this Contract, obligations of Hawthorn School District #73 will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to Hawthorn School District #73 for payments in accordance with this Contract.

Neither the FSMC nor Hawthorn School District #73 shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Acts of God"). Hawthorn School District #73 may cancel the Contract without penalty if the FSMC's performance does not resume within 30 days of the FSMC's interruption of services due to an Act of God.

2.4 **Nonperformance by Selected FSMC**

If the Selected FSMC fails to perform to Hawthorn School District #73's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, Hawthorn School District #73 shall provide written notice to the Selected FSMC requesting that the breach of noncompliance be remedied within sixty (60) days. If the breach or noncompliance is not remedied by the specified period of time, Hawthorn School District #73 may: (a) immediately terminate the Contract in whole or in part without additional written notice; (b) takeover and perform any services that would otherwise be performed by the Selected FSMC pursuant to the Contract using its own forces or a third party approved or, (c) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. Hawthorn School District #73 may finish the services

by whatever method Hawthorn School District #73 may deem expedient. Any costs or damages incurred by Hawthorn School District #73 as a result of the Selected FSMC's default or the takeover of services by Hawthorn School District #73 shall be borne by the Selected FSMC at its sole cost and expense, shall not be payable as part of the Selected FSMC amount, and shall be reimbursed to Hawthorn School District #73 by the Selected FSMC upon demand. Hawthorn School District #73 shall have the right to deduct from any amounts owed to the Selected FSMC to offset such costs or damages.

2.5 **Exceptions and Deviations**

The terms and conditions contained in this RFP are hereby incorporated in the resulting Awarded Contract. Hawthorn School District #73 does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in Offeror's Proposal being deemed to be unresponsive. Nonetheless, if an Offeror must take exception(s) to a specific term or condition, the Offeror shall provide the requested information for each exception in the following format and attach it to the Offeror's Proposal and label it as "*Offeror's Exceptions and Deviations*".

All exceptions must be approved by Hawthorn School District #73 and reviewed and approved by ISBE prior to acceptance by Hawthorn School District #73. All exception(s) must be included with Offeror's Proposal. Hawthorn School District #73 shall not be under any obligation to honor any exception unless expressly agreed to at the time of the award of the Contract.

No exceptions or deviations will be considered after the due date of the Proposals unless allowable as described in the RFP. This includes amendments and addendums typically requested by FSMCs after the awarding of the contract which includes additional fee structures, clarifications, and FSMC's terms and conditions. Only exceptions listed in Offeror's Proposal will be considered for inclusion in the Awarded Contract.

Format for submitting exceptions and deviations:

Offeror's Exceptions and Deviations: Name of FSMC

No.	Section, Subsection, Exhibit, or other	Exception Taken	Reason for Exception	Proposed Language	Impact on Proposal Cost and/or Risk

Name of Offeror <i>First & Last</i>		Title of Offeror	
Authorized Signature □			Date Signed <i>Mo./Day/Yr.</i>

2.6 **Renewal of Awarded Contract- Fixed Price Per Meal Rate(s)**

The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a Contract renewal agreement, the Selected FSMC shall document to Hawthorn School District #73, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the lesser of the *Consumer Price Index for Urban Consumers—Food Away from Home* annual rate for December of the current school year or three percent (3%).

Percentage increases cannot be applied to any previous Contract Term's total estimated or actual Contract cost. The calculation method regarding the determination of a la carte meal equivalents is outlined in the *Fees* section of this Contract.

Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods (see section 7.2).

2.7 **Material Change(s)/ Contract Amendment(s)**

A material change is defined as a change that, had other bidders/proposers known of the change at the time of they submitted their responses, would have caused them to bid/propose differently. [2 CFR 200.324](#) identifies that when a contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold (currently set at \$250,000), the SFA must make available upon request for review, procurement documents such as requests for proposals or invitations for bids, and/or independent cost estimates. The State Agency (ISBE) must then determine if the amendment is approved for a one-year renewal, or if a re-solicitation is required at the end of the current contract period. State or local acquisition thresholds may be more restrictive, and that the most restrictive threshold applies.

All amendments must be documented, reviewed, and approved by the State agency (ISBE) **prior to execution** ([7 CFR 210.16\(a\)\(10\)](#)) ensuring that the SFA has not made a material change to the contract and has incorporated all State agency required changes into the amendment. No modification or amendment to this contract shall become valid unless it is made in writing, signed by all parties, and receives **prior** approval by the State agency (ISBE). Regulations governing procurement in the NSLP, SBP, and SMP, require State agencies to review contracts (and supporting documentation) prior to the execution (i.e. prior to signature) of the contract to ensure that contracts containing unallowable terms and conditions and amendments that may be material in nature are removed prior to the contract being executed. Unallowable costs shall not be paid from the nonprofit food service account.

Some amendments to contracts that may be considered material and thus require a re-solicitation include:

- Adding other SFAs, or unaffiliated schools (to include new schools to be constructed within the SFA during the contract duration and potential contract renewals) not included in the original solicitation.
- Adding more Child Nutrition Programs not included in the original solicitation and contract.
- Changing a fixed price/meal fee for management and/or administration, or a fixed price/meal fee tied to a standard index, such as the Consumer Price index, without a price adjustment clause.
- Adding the requirement for the FSMC to cover the cost of labor, or to transition the cost of labor from the SFA to the FSMC without a provision in the original solicitation and contract that includes the labor transition with specifics for how this will occur.

- Adding requirements for the FSMC to purchase/invest in equipment, point of service system, or remodel/renovate facilities for the SFA that were not planned, specified, or included in the original solicitation and contract.
- Changing the value of a guaranteed return, or failure to achieve a breakeven status, or qualifying these by limits in relation to the value of the administrative/management fee(s).
 - Any guaranteed return promised by the FSMC must remain in the nonprofit food service account. If the contract contains such guarantees, the contract must also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. Returns cannot be contingent upon multi-year contracts as FSMC contracts are for one year with the option for up to four one-year renewals. If the option for renewal is to be considered each year, the best practice is to specify in the original solicitation the SFAs expectations of the guarantee for each renewal year option, if changes in the guarantee will be allowed.

While this list is not exclusive of changes SFAs and FSMCs often consider during a contract renewal option, these changes are amendments to the contract, not a contract renewal. Therefore, the State agency (ISBE) and SFA staff must take great caution not to approve contract amendments when these changes should be re-solicited. Contract renewals are extensions of the original contract based on the terms and conditions of the original solicitation; contract amendments that change the scope of the contract or exceed the value of the Simplified Acquisition Threshold (valued at \$250,000), are subject to approval by the State agency (ISBE) or FNS (USDA).

FSMC developed contracts and/or amendments are never allowed.

SECTION 3:**GENERAL CONDITIONS****3.1 ISBE Legal Disclaimer**

The ISBE does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. ISBE is not a party to any contractual relationship between Hawthorn School District #73 and Selected FSMC. ISBE is not obligated, liable or responsible for any action or inaction taken by Hawthorn School District #73 or Selected FSMC.

3.2 No relief for errors or omissions

All proposals shall be submitted with each space properly completed. Special attention of each Offeror and the Selected FSMC is directed to the policy that no claim for relief because of errors or omissions in the RFP or proposal will be considered. The Selected FSMC will be held strictly to the proposals as submitted. In case of a discrepancy between the unit cost and extended total, the unit cost shall prevail. Proposals shall be without interlineation or erasures. No telephonic, facsimile or electronic proposals or revisions to proposals will be considered. Should an Offeror find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, the Offeror shall advise the representative of Hawthorn School District #73 who is identified in this RFP, and who will issue the necessary clarifications to all prospective FSMC by means of one or more addenda. Failure on the part of an Offeror to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of the Offeror's proposal. No such requests received after January 17, 2024, will be considered. All Offeror's shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding. In the event of a conflict between any addendum and other written interpretations, this RFP and any properly issued addendum will control.

3.3 Fully informed

Submission of a proposal by an Offeror will be construed as an indication the Offeror is fully informed of and can offer the services satisfactorily in strict conformity with the specifications and conditions contained herein.

3.4 Solicitation withdrawal or changes

Proposals may be withdrawn by letter, telegram, facsimile, or in person prior to the time and date established for the opening of proposals.

3.5 Code of Conduct/ Ethics

Hawthorn School District #73 officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules or regulations, such standard shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

3.6 Protest Procedures

Hawthorn School District #73 must adhere to applicable competitive procurement practices established by State law and good administrative practice. Any Offeror or other FSMC claiming wrongful treatment must formally notify the Assistant Superintendent of Finance & Operations identified above within 30 calendar days from the day of the proposal award questioned. The Assistant Superintendent of Finance & Operations will provide a formal response to the FSMC within fifteen (15) calendar days. A FSMC not satisfied with that response may appeal the decision to the Superintendent or Designee, provided such appeal is received within fifteen (15) calendar days after the response from the Assistant Superintendent of Finance & Operations. If the appeal is not filed within that period, no other Hawthorn School District

#73 redress will be required. All protests will be disclosed to the Illinois State Board of Education Nutrition Programs Division.

3.7 **Contract Bond Requirements**

A bid bond or certified check made payable to Hawthorn School District #73 in the amount of five percent (5%) of the total estimated bid must accompany the bid. The provision of security is one of the factors which will be used to determine the responsibility of the FSMC. Bid bonds or certified checks of unsuccessful FSMCs will be returned immediately after the contract award is issued. Bid bonds will not be accepted after the scheduled bid opening.

3.8 **Performance Bond Requirements**

Hawthorn School District #73 does not require a performance bond.

3.9 The SFA reserves the right to investigate each proposer's ability to fulfill the terms of the contract.

3.10 All solicitations shall remain valid and subject to acceptance for a period of ninety (90) days after the solicitation opening date. Award of the Contract shall be made to the lowest responsive, responsible proposer as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the Contract.

3.11 The meal rates and fees solicitation must be calculated based on the included sample menu(s) and on the projected annual units provided on the *Proposed Fixed Rates* form, both attached herein. Rates must be provided per unit. All other estimated line-item totals shall be computed by multiplying the projected annual units by the rate proposed per unit. Estimated totals **must** be carried out to the second decimal place and must not be rounded. In any case of errors in the extension of the estimated total(s), the actual unit rates shall govern.

3.12 All Offerors must completely inspect the facilities and equipment prior to the solicitation due date and prior to submitting a proposal, if the pre-solicitation meeting/ facility tour is scheduled as per above. Failure to do so will not relieve the successful proposer from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to Hawthorn School District #73, that may be required to carry out the intent of the resulting Contract.

3.13 No proposal will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to Hawthorn School District #73 upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said Hawthorn School District #73, or has failed to faithfully perform any previous contract with Hawthorn School District #73. Accordingly, by submitting a proposal, the Selected FSMC represents, warrants and certifies that the Selected FSMC is eligible for the award of the Contract.

3.14 All completed solicitations and supporting documentation submitted shall be the property of Hawthorn School District #73.

3.15 Until a Contract is awarded, no proposer, prospective or otherwise, shall be provided access to any supporting solicitation documents received by Hawthorn School District #73. All supporting solicitation documents shall be held strictly confidential and shall be reviewed and evaluated solely by Hawthorn School District #73 employees. Such documents shall not be released for distribution under the Freedom of Information Act until the Contract has been awarded. Violation of this clause by any proposer, prospective or otherwise, shall result in automatic disqualification of the proposer from being awarded the Contract. Violation of this clause by an Hawthorn School District #73 may result in (1) temporary

withholding of cash payments pending correction of the deficiency by Hawthorn School District #73 or other more severe enforcement action; (2) disallowing of both, use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of Hawthorn School District #73's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, State or Federal authority having jurisdiction.

- 3.16 **Indemnity.** To the fullest extent permitted by law, the Selected FSMC hereby agrees to indemnify, defend, and hold harmless the District, its board members, administrators, principals, teachers, employees, staff members, agents, attorneys, and all other representatives, from any and all claims, causes of action, demands, suits, damages, expenses, losses, or any other liability of any nature, including attorneys' fees and court costs, whether alleged under common law or statute, whether alleged as a breach of contract or tort, which relate in any way to, arise from, are the result of, or are in any way connected with Selected FSMC's actual or alleged breach of the Contract, or one or more of Selected FSMC's acts or omissions in performing services under the Contract, including all acts and omissions of any person engaged by or through the Selected FSMC as a driver, dispatcher, or other representative.

3.17 **Additional administrative, contractual, or legal remedies per local Board policy**

Hawthorn School District #73 Board of Education reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal which it considers to be in the best interests of Hawthorn School, District #73. Any such decision shall be considered final.

The Successful FSMC shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.

The Selected FSMC hereby warrants, represents and agrees to the following:

- a. In accordance with 105 ILCS 5/10-21.9(f), the Selected FSMC will (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
- b. In accordance with 105 ILCS 5/22-94, the Selected FSMC will (1) prohibit any of its employees from having direct contact with children or students if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g).

- c. In accordance with 105 ILCS 5/24-5, the Selected FSMC will (1) provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease for each new employee of a contractor that provides services to students or in schools and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b10) and all requirements of Hawthorn School District #73 Board of Education Policy 4:60, in addition to all other applicable local, state, and federal laws and regulations

SECTION 4:**SCOPE OF SERVICES**

- 4.1 The Selected FSMC shall operate in conformance with Hawthorn School District #73's Permanent Agreement/Policy Statement with ISBE for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with CNP and as required by this RFP and subsequent Awarded Contract.

The programs listed below shall be the same as those listed in the attachment sections of this RFP, which is part of the Awarded Contract. Additional program(s) may be considered in the future. Hawthorn School District #73 will conduct a cost analysis and submit the request to ISBE, prior to implementation, to rule out the possibility of material changes to the Awarded Contract. If a material change is ruled out, Hawthorn School District #73 will issue an addendum with proposed fixed meal price(s) for the new program for the Selected FSMC to either accept or reject. The Selected FSMC may negotiate a higher fixed meal price(s), but any accepted fixed meal price(s) by Hawthorn School District #73 must be below the range used in the cost analysis to negate the possibility of a material change to the Awarded Contract. The final signed amendment will be submitted to ISBE.

- ☒ National School Lunch Program (NSLP)
- ☒ School Breakfast Program (SBP)
- ☒ A la Carte Sales
- ☒ Catering (to be billed and paid with Non-Child Nutrition Program funds)

- 4.2 The projected number of full feeding days is approximately 174.
- 4.3 The food service provided shall be operated and maintained as a benefit to Hawthorn School District #73's students, faculty, and staff. Notwithstanding, the Awarded Contract is intended to inure to the benefit of Hawthorn School District #73, and no other individual or entity is an intended beneficiary for purposes of enforcement of the Contract.
- 4.4 The food service shall be managed to promote maximum participation in the Child Nutrition Programs.
- 4.5 The Selected FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.
- 4.6 Hawthorn School District #73 may at any time during the Term of the Contract add or remove meal periods for programs covered by the Contract throughout the Contract Term and any Renewal Terms, unless the addition or removal of meal programs creates a material or substantive Contract change.
- 4.7 Hawthorn School District #73 reserves the right to add or delete owned and operated schools covered by the Contract throughout the Contract Term and any Renewal Terms, unless the additional or removal of schools creates a material or substantive Contract change.
- 4.8 Hawthorn School District #73 reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 4.9 The Selected FSMC shall be an independent contractor and not an employee of Hawthorn School District #73. The employees of the FSMC shall be considered solely employees of the FSMC and shall

not be considered employees or agents of Hawthorn School District #73 in any fashion.

- 4.10 The Selected FSMC shall conduct the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs, as well as all local, county and state laws and regulations relating to sanitation of food service operations and facilities.
- 4.11 Hawthorn School District #73 shall be legally and financially responsible for the conduct of the food service and shall supervise the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the U.S. Department of Agriculture regarding Child Nutrition Programs.
- 4.12 **Reserved**
- 4.13 **Reserved**
- 4.14 **Reserved**
- 4.15 **Additional Local Requirements**
Each building prepares and serves meals on site with the exception of the Hawthorn School for Young Learners. Hawthorn Middle School South prepares and delivers the meals to Hawthorn School for Young Learners on a daily basis. Additional information will be provided at the Pre-Proposal Conference and Site Visit.

SECTION 5: SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 5.1 Hawthorn School District #73 shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for all reimbursable meals*.
- 5.2 Hawthorn School District #73 shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.
- 5.3 Hawthorn School District #73 shall retain control of the quality, extent, and general nature of its food service.
- 5.4 Hawthorn School District #73 shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and non-program foods sales (including A la Carte, vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

5.5 **Monitoring**

Hawthorn School District #73 shall monitor the food service operation of the Selected FSMC through periodic on-site Hawthorn School District #73 school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that Hawthorn School District #73 conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

The records necessary for Hawthorn School District #73 to complete the required monitoring activities must be maintained by the Selected FSMC under this contract and must be made available to the Auditor General, USDA, the state agency, and Hawthorn School District #73 upon request for the purpose of auditing, examination, and review.

5.6 **FSMC Performance Monitoring**

When the SFA contracts with a Food Service Management Company (FSMC), the SFA must conduct performance monitoring of the FSMC contract through periodic on-site monitoring of the contracted requirements, as per [7 CFR 210.8\(a\)\(1\)](#), [7 CFR 210.16\(a\)\(3\)](#), and [7 CFR 250.54\(c\)](#).

SFA performance monitoring of the FSMC should encompass determining whether the food service operation is in conformance with the SFA-FSMC agreement to operate the Program in accordance with Program regulations. Contract language should also confirm the SFA's responsibility to implement internal controls as required under [7 CFR 210.8\(a\)](#) and to ensure resolution of Program review and audit findings. Monitoring also includes:

- Ensuring all contract provisions are being fulfilled, such as local health and sanitation requirements.
- Keeping records for menus, standardized recipes, production records, reimbursable meals served for all Programs operated, non-program revenues and expenses, and paid lunch equity calculations, if included.
- Invoicing has all required supporting documentation submitted to the SFA.
- Ensuring monthly invoice contains applicable USDA Food Credits.

- Monthly monitoring of USDA Foods allocated and received to ensure USDA foods are being maximized in daily menus and on track for an utilized goal and credit to the SFA of 100% by the end of the contract year.
 - Monitoring functions may vary depending on the SFA-FSMC contract requirements
- 5.7 Hawthorn School District #73 shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture.
- 5.8 Hawthorn School District #73 shall inform the Selected FSMC of any adjustments to menus and monitor implementation of adjustments.
- 5.9 Hawthorn School District #73 shall approve all a la carte items and the prices charged for those items in advance of sale by the Selected FSMC.
- 5.10 Hawthorn School District #73 shall retain signatory authority on the Illinois State Board of Education *Annual School Application for Participation in Child Nutrition, Illinois Free Breakfast and Lunch, and Food Distribution Programs*; the *Policy Statement for all reimbursable meals*; the *Permanent Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 5.11 Hawthorn School District #73 shall establish internal controls which ensure the accuracy of meal counts prior to the submission of each *Monthly Claim for Reimbursement* including:
- On-Site Reviews of the meal counting and claiming system,
 - Reviews of meal count data for each site, and
 - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
 - A system for following up on those meal counts which suggest the likelihood of meal count problems.
- 5.12 Hawthorn School District #73 shall ensure USDA Foods received for use by Hawthorn School District #73 and made available to the Selected FSMC are utilized within the specified Term (or any Renewal Terms) of the Contract in Hawthorn School District #73's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 5.13 Hawthorn School District #73, in partnership with the SElected FSMC, shall maintain and post, in a publicly visible location, all reports on the most recent food safety inspection, and provide a copy of the food safety inspection reports to a member of the public upon request.
- 5.14 Hawthorn School District #73 shall ensure all state and local regulations are met by the Selected FSMC preparing or serving meals at Hawthorn School District #73 facilities.
- 5.15 Hawthorn School District #73 shall establish and the Selected FSMC shall participate in the formation, establishment, and periodic meetings of Hawthorn School District #73 advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8)).
- 5.16 **Substitutions and Meal Modifications**
Hawthorn School District #73 shall be responsible for receiving medical statements regarding students' disabilities and/or special dietary needs and shall ensure the Selected FSMC complies with all special dietary accommodation requirements. Substitutions and modifications are made on a case-by-case basis

and must be supported by a statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a State Licensed Healthcare Professional. For students without disabilities, the substitution must be consistent with the meal pattern requirements for the meal to be reimbursable.

5.17 **Free and Reduced-Price Meals Policy**

- a. Hawthorn School District #73 shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster.
- b. Hawthorn School District #73 shall be responsible for the development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced-price meals. The Selected FSMC may act as an agent for Hawthorn School District #73 related to these responsibilities.
- c. Hawthorn School District #73 shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals.
- d. Hawthorn School District #73 shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.

5.18 Hawthorn School District #73 shall be responsible for resolution of program reviews and audit findings.

5.19 **Professional Standards for School Nutrition Programs Personnel**

Hawthorn School District #73 and the Food Service Director employed by the Selected FSMC must ensure that all personnel, including the Selected FSMC employees, providing services for the school meal programs have met the required USDA Professional Standards for State and Local School Nutrition Programs Personnel final rule. Therefore, Hawthorn School District #73 must require the Selected FSMC to provide, and the Selected FSMC hereby agrees to provide, annual documentation showing the training hours and topics completed by all employees that meet this requirement.

SECTION 6:**SELECTED FSMC RESPONSIBILITIES**

- 6.1 The Selected FSMC shall always provide its services (including but not limited to ordering and delivery of all groceries, produce, bread, milk, paper supplies, etc., to all SFA sites) hereunder in accordance with generally accepted standards of care and best practices in the industry.
- 6.2 The Selected FSMC shall provide the specified types of service in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.
- 6.3 The Selected FSMC shall serve meals on such days and at such times as requested by Hawthorn School District #73.
- 6.4 The Selected FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children participating in the programs as designated by Hawthorn School District #73.
- 6.5 The Selected FSMC shall implement an accurate point of service count using the counting system submitted by Hawthorn School District #73 in its application to participate in the CNP and reviewed by ISBE in the annual contract between Hawthorn School District #73 and ISBE for the programs listed within, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8.
- 6.6 In order for the Selected FSMC to offer a la carte sales food service, the Selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
- 6.7 The Selected FSMC shall sell on the premises only those foods and beverages authorized by Hawthorn School District #73 and only at the times and places designated by Hawthorn School District #73.
- 6.8 The Selected FSMC shall implement the collection procedures as specified by Hawthorn School District #73 and approved by the Illinois State Board of Education.
- 6.9 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the Hawthorn School District #73 on Exhibit A-1.
- 6.10 The Selected FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by Hawthorn School District #73 on exhibit sections of this RFP for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of Hawthorn School District #73 who shall ensure all foods and beverages are of equivalent or better quality and variety as the foods and beverages required for the first 21 days of meal service. The meals must meet the USDA Meal Pattern as designated herein by Hawthorn School District #73 for each Term of the Contract, if applicable. Meals must adhere to all calorie ranges and meet the nutrition standards for the Child Nutrition Programs for the age/grade groups of school children as listed in Section 19. Any changes made by the Selected FSMC after the first initial menu cycle for the NSLP, SBP, ASSP, SFSP, and/or CACFP may be made only with the approval of Hawthorn School District #73. Hawthorn School District #73 shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1)).
- 6.11 The serving sizes provided by the SFA on the 21-day cycle menu(s) specified by the SFA in the exhibit sections of this RFP are, in most cases based on the required minimum serving sizes as required by the

USDA Meal Pattern. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as required by the USDA Meal Pattern, the Selected FSMC must adjust the serving sizes and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all USDA Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).

- 6.12 The Selected FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the Child Nutrition Programs, as applicable.
- 6.13 **Infant Meals**
When applicable, the Selected FSMC shall provide Infant Meals compliant with applicable meals pattern components and other nutritional requirements as required by the USDA or other designated Federal agency.
- 6.14 Hawthorn School District #73 shall establish, and the Selected FSMC shall participate in, the formation, establishment, and periodic meetings of Hawthorn School District #73 advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8)).
- 6.15 The Selected FSMC shall promote efforts to increase participation in the CNPs.
- 6.16 The Selected FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in Hawthorn School District #73's Local Wellness Policy. The selected FSMC shall remain informed of increasing industry standards and assist Hawthorn School District #73 in modifying its Local Wellness Policy to reflect the highest current nutrition-related standards. Refer to the Attachment section of the RFP.
- 6.17 The Selected FSMC shall cooperate with Hawthorn School District #73 in promoting nutrition education and coordinating the Hawthorn School District #73's food service with classroom instruction.
- 6.18 The Selected FSMC shall use, operate, and maintain in a sanitary condition Hawthorn School District #73 facilities for preparation of food to be served.
- 6.19 **Substitutions and Meal Modifications**
The Selected FSMC is required to make modifications or substitutions to food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of cultural, religious, or ethical preferences. Refer to the requirements outlined in Section 5.
- 6.20 The Selected FSMC shall deposit daily all monies in Hawthorn School District #73's nonprofit food service account, following acceptable internal control procedures in accordance with Hawthorn School District #73 internal financial practices.
- 6.21 The Selected FSMC shall comply with all local and state food safety and sanitation requirements, ordinances, laws and regulations, and hold harmless Hawthorn School District #73 for any violation thereof.
- 6.22 It will be the joint responsibility of Hawthorn School District #73 and the Selected FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring

anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the Selected FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

6.23 The Selected FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by Hawthorn School District #73. USDA Foods shall not be used for these special functions unless Hawthorn School District #73's students will be primary beneficiaries.

6.24 The Selected FSMC shall administer training, conduct new hire orientation, manage compliance and sanitation licensure processes, promote continuous learning environment and ensure delivery of professional development for food service staff. Training shall include, but not limited to, all legally mandated training(s) under the Illinois Human Rights Act or other state and federal laws, Civil Rights, professional standards regulations, POS system, how to operate kitchen equipment, food safety and sanitation.

6.25 **Professional Standards for School Nutrition Programs Personnel**

In accordance with Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010. The Selected FSMC must follow regulations as described in this section of the RFP which govern the professional standards of its employees and/or employees of Hawthorn School District #73 working under the terms and conditions of the Awarded Contract. For these employees, FNS proposed minimum educational requirements for new school nutrition program directors only, based on an LEA size/student enrollment (LEAs with 2,499 students or less, LEAs with 2,500-9,999 students, LEAs with 10,000-24,999 students, and LEAs with 25,000 or more students), shall be met.

Selected FSMC must provide documentation to show compliance with annual training standards. This documentation shall include at a minimum training hours and topics completed by FSMC staff.

Selected FSMC must provide evidence that the FSMC staff has the knowledge and skill to supply safe and nutritious meals that meet meal requirements.

Selected FSMC shall ensure its employees comply at all times with applicable policies and procedures adopted by the Board of Education of Hawthorn School District #73.

6.26 **Food Supplier Data.** Food supplier data shall be submitted to the SFA at the time of the proposal, to the best of the FSMC's ability, and updated annually thereafter during the term of the contract. The FSMC shall submit the updated food supplier data. The data required under this Section shall include the name and address of each supplier, distributor, processor, and producer involved in the provision of the products that the proposer is to supply.

SECTION 7:**FOOD DISTRIBUTION PROGRAM**

- 7.1 Any USDA Foods and/or Department of Defense (“DOD”) received for use by Hawthorn School District #73 and made available to the Selected FSMC shall be utilized within the specified Term of the Contract in Hawthorn School District #73’s food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 7.2 The Selected FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the National School Breakfast and Lunch Programs subject to approval of the SFA. The SFA and Selected FSMC must order USDA Foods within the appropriate designated ISBE Food Distribution Systems in quantities sufficient to receive and credit the SFA for USDA Foods maximizing the SFA’s annual USDA Foods entitlement amount. The FSMC should have provided a minimum credit total of 85% of the SFA’s annual USDA Foods entitlement amount three (3) months prior to the annual contract end date with the expectation of 100% USDA Foods entitlement credit by the end of the annual contract term. If the Selected FSMC utilizes more than 100% of entitlement, all additional/bonus entitlement must also be credited by the end of the annual contract term. If the SFA has not received a minimum credit total of 85% three (3) months prior to the annual contract end date the Selected FSMC must submit a corrective action plan on how the Selected FSMC will reach the expected 100% USDA Foods entitlement credit to the SFA by the end of the annual contract term. This corrective action plan will be submitted to ISBE for review and determination of compliance. If determined not in compliance a mandatory rebid may be required.
- 7.3 The Selected FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the Hawthorn School District #73’s food service.
- 7.4 The Selected FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in Hawthorn School District #73’s food service. Commercially purchased foods shall not be substituted for these foods.
- 7.5 The Selected FSMC shall utilize all other USDA Foods or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by Hawthorn School District #73, in Hawthorn School District #73’s food service.
- 7.6 The Selected FSMC shall credit Hawthorn School District #73’s monthly bill/invoice the current market value, as issued by the Illinois State Board of Education, of all USDA Foods received during each Contract Term. The Selected FSMC must credit Hawthorn School District #73 for all USDA Foods received for use in Hawthorn School District #73’s food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term. The Selected FSMC may not hold deliveries to prevent receipt during the Contract Term. USDA Foods requested and allocated for the Contract Term must be received in full prior to the expiration of each Contract Term.
- 7.7 Credit issued by the Selected FSMC to Hawthorn School District #73 for USDA Foods received during each Contract Term and used in Hawthorn School District #73’s food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in Hawthorn School District #73’s food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Illinois State Board of Education.
- 7.8 The current market value of USDA Foods is based on the prices issued by the Illinois State Board of Education in compliance with 7 C.F.R. § 250.58(e).

- 7.9 Hawthorn School District #73 shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- 7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by Hawthorn School District #73 to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Selected FSMC during each Contract Term for use in Hawthorn School District #73's food service.
- 7.11 Hawthorn School District #73 shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Illinois State Board of Education or processor as applicable.
- 7.12 Hawthorn School District #73 reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations in accordance with 7 C.F.R. Part 210 and Part 250.
- 7.13 The Selected FSMC may store and inventory USDA Foods together with commercial foods purchased for use in Hawthorn School District #73's food service. The Selected FSMC must meet all storage and inventory management requirements outlined in 7 C.F.R. Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in Hawthorn School District #73's food service.
- 7.14 The Selected FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to Hawthorn School District #73 and shall credit Hawthorn School District #73 either monthly or through a fiscal year-end reconciliation.
- 7.15 Hawthorn School District #73 and the Selected FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If Hawthorn School District #73 and FSMC cannot agree on end products, the Selected FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 7.16 Hawthorn School District #73 shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The Selected FSMC shall pay all related processing fees and costs. Hawthorn School District #73 shall not be responsible for any costs or other liabilities associated with processing USDA Foods. The National Processing Agreement and the State Processing Agreement must be used as the basis for the processing agreement as determined by the Illinois State Board of Education. The terms and conditions of the processing contract must comply with 7 C.F.R. Part 250. In accordance with 7 CFR 250.51(a), the Selected FSMC must credit Hawthorn School District #73 for the full value of all USDA Foods received for use in Hawthorn School District #73's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products (per 7.19 below). Such credit shall be issued in full prior to the expiration of each Contract Term USDA Foods diverted for the Contract Term must be credited in full prior to the expiration of each Contract Term whether the processed end products have been used or not. Unused diverted pounds credited to Hawthorn School District #73 by the FSMC will be removed from Hawthorn School District #73's processor account(s) and placed in the State of Illinois' processor account(s).
- 7.17 The Selected FSMC shall not enter into subcontracts for further processing of USDA Foods.
- 7.18 The Selected FSMC shall be responsible for all delivery and freight/handling costs associated with USDA Foods. Hawthorn School District #73 shall be responsible for all storage and warehousing costs

associated with USDA Foods. Estimated annual delivery, freight/handling costs will be \$6.70 per case ordered for the school year 2023-2024. Estimated USDA foods entitlement value for the school year 2024-2025 is \$71,952.

- 7.19 If Hawthorn School District #73 is responsible for all storage and warehouse costs associated with USDA Foods as designated in 7.18 above, then Hawthorn School District #73 shall provide reimbursement to the Selected FSMC for USDA Foods that are lost, damaged, or become out-of-condition due to Hawthorn School District #73's own negligence and for which the selected FSMC has already credited Hawthorn School District #73.
- 7.20 ***In the event the Illinois State Board of Education pays the delivery fees of the USDA foods, this monthly cost savings must be returned to Hawthorn School District #73 as a line-item credit on the applicable monthly invoice.***
- 7.21 If the Selected FSMC acts as an intermediary between a processor and Hawthorn School District #73, the Selected FSMC shall credit Hawthorn School District #73 for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to Hawthorn School District #73. Such credit shall be issued to Hawthorn School District #73 on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled.
- 7.22 The Selected FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The Selected FSMC must submit to Hawthorn School District #73 monthly inventory reports showing all transactions for processed and/or non-processed USDA Foods.
- 7.23 Hawthorn School District #73, Illinois State Board of Education, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the Selected FSMC's food service operation, including the review of records, to ensure compliance with the requirements of the Contract and federal regulations (7 C.F.R. Part 210 and Part 250).
- 7.24 The Selected FSMC must return all unused USDA ground beef products, ground pork products, and processed end products to Hawthorn School District #73 upon termination, expiration, or non-renewal of the Contract.
- 7.25 At the discretion of Hawthorn School District #73, the Selected FSMC may be required to return other unused USDA Foods to Hawthorn School District #73 upon termination, expiration, or non-renewal of the Contract.
- 7.26 Hawthorn School District #73 shall retain title to all USDA Foods provided to the Selected FSMC for use in Hawthorn School District #73's food service.
- 7.27 The proposed rate per meal must be calculated as if no USDA Foods were available.

SECTION 8:

PURCHASES/ BUY AMERICAN

8.1 If the Selected FSMC is procuring goods or services which are being charged to Hawthorn School District #73 under the Awarded Contract (e.g., equipment), the Selected FSMC is acting as an agent for Hawthorn School District #73 and must follow the same procurement rules under which Hawthorn School District #73 must operate. 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 Hawthorn School District #73.

8.2 Any purchase of food must meet the specification listed in Exhibit C *Minimum Food Specifications*.

8.3 **Written Procurement Procedures**

The Selected FSMC must follow written procurement procedures approved by Hawthorn School District #73 when making purchases on behalf of Hawthorn School District #73. These written procedures must be compliant with federal, state, and local government procurement rules and regulations, as well as policies adopted by the Board of Education of Hawthorn School District #73. Written procurement procedures will need to be kept on file at Hawthorn School District #73. These written procurement procedures will need to be made available during Hawthorn School District #73's procurement review along with all procurement records.

When making purchases on behalf of Hawthorn School District #73, the Selected FSMC may substitute its own procurement procedures or otherwise deviate from the policies adopted by Hawthorn School District #73 only with approval of Hawthorn School District #73. In this event, the Selected FSMC must provide a copy of its procurement procedures to Hawthorn School District #73 for approval by Hawthorn School District #73 and procurement record requirements. Selected FSMC procurement procedures when used must be compliant with Hawthorn School District #73's procurement procedures as well as be compliant with federal, state, and local government procurement rules and regulations.

8.4 The Selected FSMC shall retain the title of all purchased food and nonfood items other than fixtures or equipment installed or affixed to SFA property, unless otherwise agreed upon by the parties.

8.5 **Buy American Provision**

The Selected FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of applicable goods and services sold through Child Nutrition Programs Hawthorn School District #73 participates in USDA Regulation 7 CFR Part 250. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring Hawthorn School District #73s to purchase, to the maximum extent practicable, domestic commodities or products.

This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. The Buy American provision applies to Hawthorn School District #73s located in the 48 contiguous United States and is one of the procurement standards these Hawthorn School District #73s must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines:

“domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that

“substantially” means over 51% from American products.” Therefore, over 51% of the final processed products (by weight or volume) must consist of agricultural commodities that were grown domestically.

Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by Hawthorn School District #73.

For the purpose of the Awarded Contract the requirement means that applicable goods and services procured on behalf of or by Hawthorn School District #73s for use in the Child Nutrition Programs using nonprofit food service account funds, the product’s food component is considered an agricultural commodity. FNS defines a food component as one of the food groups, which comprises reimbursable meals.

The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

The Offeror by signing the Offeror’s Proposal is certifying meals sold through Hawthorn School District #73’s nutrition program is prepared and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.

If requested by Hawthorn School District #73, state, or federal government, the Selected FSMC will supply evidence supporting compliance with the Buy American provision. Additional clarification regarding the Buy American Provision can be found in *USDA Memo Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program* SP 38-2017 dated 06/30/17.

In the event a domestic product is not available, the Selected FSMC must;

- Requests consideration from Hawthorn School District #73 (written documentation required) on the use of domestic alternative foods before approving an exception.
- Document the use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food.
- Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

8.6 The Selected FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States, or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).

8.7 The Selected FSMC shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.

- 8.8 The Selected FSMC may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the Hawthorn School District #73.
- 8.9 Hawthorn School District #73 shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by Hawthorn School District #73.
- 8.10 The Selected FSMC shall certify the percentage of U.S. content in the products supplied to the Hawthorn School District #73.
- 8.11 The Selected FSMC shall provide Nutrition Facts labels and any other documentation requested by the Hawthorn School District #73 to ensure compliance with U.S. content requirements.
- 8.12 For the duration of the Contract and all subsequent renewal Terms, as applicable, the Selected FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above and the food specifications contained herein.

SECTION 9: USE OF FACILITIES, INVENTORY, EQUIPMENT AND STORAGE

9.1 The Selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with Hawthorn School District #73's agreement with the ISBE.

9.2 Facilities

- a. Hawthorn School District #73 shall make available without any cost or charge to the Selected FSMC, the areas and premises agreeable to both parties in which the Selected FSMC shall render its services.
- b. The Selected FSMC shall not use Hawthorn School District #73's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of Hawthorn School District #73 for any reason other than those specifically provided for in the Contract without the express written consent of Hawthorn School District #73.
- c. The Selected FSMC shall provide Hawthorn School District #73 with one set of keys for all food service areas secured with locks.
- d. Hawthorn School District #73 shall return facilities and equipment to the Selected FSMC in the same condition as received when Hawthorn School District #73 uses the facilities for extra-curricular activities.
- e. Hawthorn School District #73 shall provide sanitary toilet facilities for the Selected FSMC employees.
- f. The Selected FSMC is responsible and liable for any physical, personal, property damages caused by the Selected FSMC, its employees or any subcontractors.
- g. Hawthorn School District #73 reserves the right, in its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- h. Hawthorn School District #73 shall have access, with or without notice to the Selected FSMC, to all Hawthorn School District #73 facilities used by the Selected FSMC for inspection and audit purposes.

9.3 Inventory

- a. Prior to the start of initial operations, the Selected FSMC and Hawthorn School District #73 will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The Selected FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the Selected FSMC and Hawthorn School District #73 will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the Selected FSMC's Cost of Business and if lesser, the difference shall be subtracted from the Selected FSMC's Cost of Business. It is understood that all usable food, supplies, and USDA Foods on Hawthorn School District #73's premises are the property of Hawthorn School District #73 and not on loan from the Selected FSMC. The Selected FSMC shall **never** remove any usable food, supplies, or USDA Foods from Hawthorn School District #73 premises, regardless of ownership, without authorization from Hawthorn School District #73. Any missing usable food, supplies, or USDA Foods will be deducted from the Selected FSMC invoice. Any remaining balance will be billed to the Selected FSMC. Supplies include but are not limited to the following: manuals of any kind, menus, small wares, equipment, and office supplies of any kind, furniture, and records of any kind.

- b. In section II, “Designation of Program Expenses to be completed by Hawthorn School District #73”, Section 12 of this RFP, if Hawthorn School District #73 designates itself under column II (Hawthorn School District #73) as the responsible party for described item; “Equipment—Expendable” (e.g., trays, tableware, glassware, utensils, silverware, kitchen utensils, and other operating items necessary for the food service operation), Hawthorn School District #73 will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the Selected FSMC. Otherwise, if the Selected FSMC is designated in column I (Selected FSMC) with this responsibility, then the Selected FSMC shall maintain this inventory at the inventory level as specified by Hawthorn School District #73.
- c. The Selected FSMC shall maintain the inventory of silverware, tableware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by Hawthorn School District #73.

9.4 **Equipment**

- a. Hawthorn School District #73 shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- b. The Selected FSMC and Hawthorn School District #73 shall inventory the equipment and supplies owned by Hawthorn School District #73 at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, tableware, glassware, and kitchen utensils. The Selected FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory or, in the case of repairs of equipment necessary for the preparation of food or other services to be provided under this Contract, no later than 30 days after discovery of any defect in such equipment requiring repair.
- c. Hawthorn School District #73 shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents, as determined by Hawthorn School District #73 in its sole discretion. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair, service or replace the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service. Title and all warranties for such equipment shall be transferred or assigned to Hawthorn School District #73.
- d. The Selected FSMC shall provide, at no cost to Hawthorn School District #73, complete maintenance, repair, and replacement services for all FSMC-owned property and equipment.
- e. The Selected FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by Hawthorn School District #73.
- f. The Selected FSMC and/or its employees or agents shall not remove equipment or property of Hawthorn School District #73 from Hawthorn School District #73’s premises including, but not limited to, food preparation and/or serving equipment without the permission of Hawthorn School District #73.
- g. Hawthorn School District #73 must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, and/or delivery of school meals. The Selected FSMC shall comply with all state laws and regulations governing public works projects if such

equipment or the installation of such equipment constitutes a public work under Illinois law, including without limitation the Illinois Prevailing Wage Act.

- h. The Selected FSMC shall provide written notification to Hawthorn School District #73 of any equipment belonging to the Selected FSMC within ten days of its placement on Hawthorn School District #73 premises.
- i. The Selected FSMC shall retain title to all FSMC-owned property and equipment when placed in service.
- j. Hawthorn School District #73 shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the Selected FSMC and located on Hawthorn School District #73 premises.
- k. The Selected FSMC shall surrender all Hawthorn School District #73 owned equipment and furnishings in good repair and condition to Hawthorn School District #73 upon termination of the Contract, reasonable wear and tear excepted. An inventory file must be presented to Hawthorn School District #73 with proof of purchase that the items were in fact purchased by the Selected FSMC. If the Selected FSMC cannot provide an inventory and receipt of purchase, the items will stay as property of Hawthorn School District #73.
- l. Hawthorn School District #73 shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the Selected FSMC.
- m. Upon expiration or termination of the Contract, it shall be the Selected FSMC's responsibility to remove all Selected FSMC-owned property and equipment within a timely manner and without damage to Hawthorn School District #73 facilities.
- n. Hawthorn School District #73 shall retain title to all property and equipment when placed in service. If the property and/or equipment is amortized through the Selected FSMC and the Contract expires or is terminated, Hawthorn School District #73 can, in its sole discretion, return the property to the Selected FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.
- o. The Selected FSMC shall provide all necessary vehicles and transportation required for the delivery of meals or other services in accordance with this Contract. At all times during the term of this Contract and as more fully set forth herein, the Selected FSMC shall maintain all required automobile liability insurance for vehicles owned or leased by the FSMC that are used to provide services under this Contract. Such vehicles shall be maintained in good and working condition. Hawthorn School District #73 shall not be responsible for any loss or damage to vehicles owned by the FSMC arising as a result of or in connection with this Contract.

9.5 **Acquisition of Equipment, Marketing Materials or Supplies for the Food Service Program**

- a. The following provisions **will not** apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:
 - The Selected FSMC **will not** purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed \$1,000. All equipment owned by the current contractor is listed in Exhibit F. The FSMC awarded the Contract shall be responsible for providing and installing, as applicable, all equipment as designated in Exhibit F, if necessary, for the provision of the contractual services required by the Contract.

- The Selected FSMC shall be subject to the same procurement requirements to which Hawthorn School District #73 is subject to any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of Hawthorn School District #73's food service. Hawthorn School District #73 shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to Hawthorn School District #73 as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacturer logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in Hawthorn School District #73 upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to Hawthorn School District #73. Purchases made by the Selected FSMC that are part of and/or included in the fixed meal price, administration fee, or management fee are excluded from this subsection of the RFP and as a result, such purchases may contain FSMC logos.
 - If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, Hawthorn School District #73 shall, on the expiration date, or within five days after receipt by either party of any notice of termination under the awarded contract, reimburse the Selected FSMC the unpaid portion of the equipment.
- b. Except as otherwise expressly provided in this contract, the Selected FSMC will defend, indemnify, and hold Hawthorn School District #73 harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the Selected FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of Hawthorn School District #73, its employees or agents. This clause shall survive termination of the Awarded Contract.
- c. Hawthorn School District #73 and the Selected FSMC shall work together to ensure a financially sound operation.
- d. **Assumptions:** Financial terms of the Awarded Contract are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the Awarded 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.
- Hawthorn School District #73's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
 - Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.
 - Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the Awarded Contract year, will continue to be available.
 - The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.
 - Service hours, service requirements, and type or number of facilities selling food and/or beverages on Hawthorn School District #73's premises shall remain materially consistent throughout the year.
 - The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 - The projected number of full feeding days is 174.

SECTION 10:**FOOD SAFETY AND SANITATION**

- 10.1 Hawthorn School District #73 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 Hawthorn School District #73 facility.
- 10.2 The Selected FSMC shall maintain state and/or local health certifications for any facility outside the Hawthorn School District #73 in which it proposes to prepare meals and shall maintain this health certification for the duration of the Awarded Contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.
- 10.3 **The Food Handling Regulation Enforcement Act:** The Selected FSMC must adhere to The Food Handling Regulation Enforcement Act (410 ILCS 625) which requires all food service area employees or food handlers that work with open/unpackaged foods, food service equipment or utensils, or any food contact surfaces to receive an approved food handler training.
- 10.4 The Selected FSMC shall place garbage and trash in containers as specified by Hawthorn School District #73 and place them in designated areas.
- 10.5 Hawthorn School District #73 shall remove all garbage and trash from the designated areas.
- 10.6 The Selected FSMC shall clean the kitchen areas for each site listed in Exhibit A School/Site Data Listing including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
- 10.7 The Selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to Hawthorn School District #73 and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 10.8 Hawthorn School District #73 shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 10.9 Hawthorn School District #73 shall provide pest control services as needed.
- 10.10 Hawthorn School District #73 shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.
- 10.11 Hawthorn School District #73, the Illinois State Board of Education, and the U.S. Department of Agriculture reserve the right to inspect the Selected FSMC's preparation and storage facilities and transporting vehicles prior to award of Contract and without notice at any time during each Contract Terms, including the right to be present during preparation and delivery of meals.
- 10.12 The Selected FSMC must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

SECTION 11:**EMPLOYEES**

- 11.1 The Selected FSMC shall provide staff to manage Hawthorn School District #73's food service operations and supervise all employees.
- 11.2 The Selected FSMC shall be responsible for supervising and training personnel, including Hawthorn School District #73-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Selected FSMC management staff, except the site manager. The Selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the Selected FSMC.
- 11.3 The Selected FSMC shall comply with all wage and hours of employment regulations and requirements of federal, state and local law.

The Selected FSMC must comply with the State of Illinois Minimum Wage Law (820 ILCS 105/1-15) and the hourly minimum wage rates as amended by Public Act 101-0001 (together the "Minimum Wage") at all times during the Term of the Contract or any Renewal Term.

The Selected FSMC must: (i) pay its employees, as defined and required by the Illinois Minimum Wage Law, no less than the Minimum Wage for work performed under the Contract; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract

- 11.4 **Illinois Fixed Minimum Wage Billback:**
Supplemental billing related to the Illinois Mandated Fixed Minimum wage **will not** be allowable during any applicable Renewal Term. The Selected FSMC will take full responsibility of all applicable Minimum Wage Laws and submit a proposal accordingly.
- 11.5 The Selected FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.6 The Selected FSMC and Hawthorn School District #73 recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of Hawthorn School District #73 staff.
- 11.7 The Selected FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of Hawthorn School District #73 premises, as established by Board of Education of Hawthorn School District #73 or its administration and made available electronically to the Selected FSMC.
- 11.8 The Selected FSMC shall provide Hawthorn School District #73 with a list of its personnel policies and employee handbook.
- 11.9 The Selected FSMC shall require all candidates to schedule an appointment at the Hawthorn School District #73 District Office for fingerprinting and criminal background check per *The School Code of Illinois*, 105 ILCS 5/10-21.9. Hawthorn School District #73 will receive the results and provide a copy to the FSMC. Furthermore, the Selected FSMC is not permitted to employ on the premises of the Hawthorn School District #73 any employee who has been convicted of an offense as described in 105 ILCS 5/21-23a.

- 11.10 The FSMC will certify that it has performed employment history reviews as required by 105 ILCS 5/22-94 for its employees that will have direct contact with children or students either at the time of the initial hiring of the employee or prior to the assignment of an existing employee to perform work at the SFA's school buildings or property. The FSMC shall maintain records documenting employment history reviews for all employees and, upon request, shall provide the SFA access to the records pertaining to that employee.

Prior to assigning an employee to perform work for an SFA involving direct contact with children or students, the FSMC shall inform the SFA of any instance known to the FSMC in which the employee:

- a. Has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.
- b. Has ever been discharged, been asked to resign from, resigned from, or otherwise been separated from any employment; been removed from a substitute list; been disciplined by an employer; or had an employment contract not renewed due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or
- c. Has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

FSMC is also required to comply with Faith's Law and records must be made available upon request to Hawthorn School District #73.

- 11.11 For each FSMC employee, at its own expense, the Selected FSMC shall perform checks of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS - 152/101 *et seq.*), and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the Child Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75–105), at least once for every five years the employee remains employed by the FSMC. All results must be provided to the SFA.
- 11.12 Hawthorn School District #73 shall include a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit G which must be used for proposal calculation purposes at a minimum initial Contract Term cost to the Selected FSMC of \$421,861.
- Selected FSMC shall provide a full-time on-site Food Service Director. The Food Service Director provided to the SFA may not be shared with other SFA(s). The Selected FSMC's Food Service Director must comply with the minimum hiring standards established in 7 CFR 210.30(b) and the Program Manager must comply with the education and training standards established in 7 CFR 210.30(c).
- 11.13 The Selected FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit G throughout the entire Contract Term, as applicable, unless a reduction in the required levels is authorized by Hawthorn School District #73. The Selected FSMC shall provide Hawthorn School District #73 with written notice of any increases in employee positions, hours, wages, and benefits.
- 11.14 In the event a reduction in employee positions, hours, wages, and/or benefits occurs, and such reduction is authorized by Hawthorn School District #73, the Selected FSMC shall credit the Hawthorn School District #73's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as

indicated on Exhibit G for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.

- 11.15 The Selected FSMC must ensure that the employees' hours listed are not used for catering or special functions.
- 11.16 The Selected FSMC shall ensure that, pursuant to 105 ILCS 5/24-5, not more than 90 days preceding the time of presentation of the Contract to the school board, all individuals who have direct, daily contact with pupils performing services on the Selected FSMC's behalf in or for schools shall have evidence of physical fitness to perform duties assigned and are free from communicable diseases, and may be subject to additional health examinations, including screening for tuberculosis, prior to performing any such services in or for schools, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health, any controlling State mandate (including Executive Orders) or any local rule of the SFA. FSMC shall provide the SFA with evidence of physical fitness to perform duties assigned and freedom from communicable disease.
- 11.17 Upon written request of Hawthorn School District #73, the Selected FSMC will remove any Selected FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates Hawthorn School District #73 policies, procedures, and practices.
- 11.18 In the event of the removal or suspension of any employee, the Selected FSMC shall immediately restructure its staff without disruption in service.
- 11.19 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 11.20 The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the parties and shall be in compliance with local policy as well as all applicable state and federal laws including but not limited to the federal Fair Labor Standards Act [29 USC 212], the Illinois Child Labor Law [820 ILCS 205-1-22], the Illinois Vocational Education Act [105 ILCS 435/1 et seq.], and their implementing rules and regulations.
- 11.21 The Selected FSMC shall provide daily, on-site supervisory personnel dedicated solely to Hawthorn School District #73, for the overall food service. Hawthorn School District #73 retains final approval authority for the Selected FSMC's local management position(s).
- 11.22 The Selected FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
 - Collection and use of data,
 - Effective public notification systems,
 - Complaint procedures,
 - Compliance review techniques,
 - Resolution of noncompliance,
 - Requirements for reasonable accommodation of persons with disabilities,
 - Requirements for language assistance,
 - Conflict resolution, and

- Customer service.

11.23 **Professional Standards for School Nutrition Programs Personnel:** Personnel providing services for the school meal programs must have the required USDA Professional Standards for State and Local School Nutrition Programs Personnel annual training. Therefore, the Selected FSMC is required to provide documentation showing the training hours and topics completed by all food service-related personnel.

The standards for employees assigned by the Selected FSMC to Hawthorn School District #73 are as follows:

Summary of Required Minimum Continuing education/ Training Standards for ALL LEA/Hawthorn School District #73 Sizes

New and Current Directors	Annually, at least 12 hours (10 hours for SY 2015-16) of continuing education/ training. Includes topics such as: ● Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures). ● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues. This required continuing education/training is in addition to the food safety training required in the first year of employment.
New and Current Managers	Annually, at least 10 hours (8 hours for SY 2015-16) of continuing education/training. Includes topics such as: ● Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures). ● The identification of reimbursable meals at the point of service. ● Nutrition, health and safety standards. ● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.
New and Current Staff (other than the director and managers) that work an average of at least 20 hours per week	Annually, at least six hours (4 hours for SY 2015-16) of continuing education/training. Includes topics such as: ● Free and reduced-price eligibility. ● Application, certification, and verification procedures. ● The identification of reimbursable meals at the point of service. ● Nutrition, health and safety standards. ● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.
New and Current Part-Time Staff (working less than 20 hours per week)	Each year, at least 4 hours of annual continuing education/training (regardless of number of part-time hours).

Summary of School Nutrition Program Director Professional Standards by LEA/Hawthorn School District #73 Size

11.24 **Additional Personnel Requirements.** The Selected FSMC shall comply with all other personnel mandates and requirements set forth herein, including without limitation those stated in Section 3, in connection with the hiring and assignment of employees and agents, and shall cause all subcontractors to comply with the same.

SECTION 12:	DESIGNATION OF PROGRAM EXPENSE
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12.1 The Selected FSMC guarantees to Hawthorn School District #73 that the solicitation meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The Selected FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

12.2 Hawthorn School District #73 shall pay those expenses designated under Column II.

Description	Column I (Selected FSMC)	Column II (Hawthorn School District #73)
Labor		
On site Managers and/or Supervisors	X	☐
Full time Workers	X	☐
Part time Workers	X	☐
Driver	☐	X
Employee Benefits		
Fingerprinting & background check	☐	X
Faith's Law Compliance (records available upon request from district)	X	☐
Life Insurance	X	☐
Medical/Dental Insurance	X	☐
Retirement Plans	X	☐
Social Security	X	☐
Vacation	X	☐
Sick Leave	X	☐
Holiday Pay	X	☐
Tuition Reimbursement	X	☐
Labor Relations	X	☐

Description	Column I (Selected FSMC)	Column II (Hawthorn School District #73)
Unemployment Compensation	X	☐
Workers Compensation	X	☐
Processing and Payment of Payroll	X	☐
Food		
Commercial Foods	X	☐
USDA Foods		
Deliver Charges	X	☐
Freight/ Handling Costs	X	☐
Storage/Warehouse	☐	X
Other Expenses		
Accounting		
Bank Charges	☐	X
Data Processing	☐	X
Recordkeeping	X	☐
Processing and Payment of Invoices	X	☐
Equipment— Nonexpendable over \$5,000, or lower local threshold per unit and expected to last over one year		
Original Purchase	☐	X
Routine Maintenance	☐	X
Major Repairs	☐	X
Replacement	☐	X
Equipment—Expendable (e.g., trays, tableware, glassware, utensils)		
Original Purchase	☐	X
Replacement	☐	X

Description	Column I (Selected FSMC)	Column II (Hawthorn School District #73)
Cleaning/Janitorial Supplies	☐	X
Dish Machine Soap and Dispenser	X	☐
Insurance		
Liability Insurance	X	☐
Insurance on Supplies/Inventory	☐	X
Laundry and Linen	X	☐
Employee Uniforms	X	☐
Office Materials	X	☐
Paper/Disposable Supplies	X	☐
Pest Control	☐	X
Postage	X	☐
Printing	☐	X
Product Testing	X	☐
Promotional/Marketing Materials	X	☐
Taxes and License	☐	X
Telephone		
Local	☐	X
Long Distance	☐	X
Medium of Exchange for Point of Service Counts	☐	X
Training	X	☐
Transportation of Meals	☐	X
Trash Removal		
From Kitchen	☐	X

Description	Column I (Selected FSMC)	Column II (Hawthorn School District #73)
From School Premises	☐	X
Travel		
Required	X	☐
Requested	X	☐
Utilities	☐	X
Vehicles	☐	X

SECTION 13:**INVOICING AND PAYMENT TERMS**

- 13.1 All proposals must be calculated based on the menu(s), food specifications, USDA Meal Pattern and Nutritional Standards and on the projected annual units provided on the *Proposed Fixed Meal Rates* form, all attached herein. All proposals shall be submitted using the *Proposed Fixed Meal Rates* form. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.2 The proposed rate(s) must be calculated net of applicable discounts, rebates, and credits received by the Selected FSMC and must not include the use of USDA Foods or any alternate pricing structure.
- 13.3 The Selected FSMC shall comply with the rules, regulations, policies, and instructions of the State of Illinois, ISBE and USDA and any additions or amendments thereto, including USDA regulations 7 CFR 210, 215 (SMP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245, 250, and 2 CFR 200, as applicable.
- 13.4 The Selected FSMC shall invoice SFA at the end of each month. No advanced payments are allowed to be paid to the Selected FSMC.
- 13.5 The SFA shall pay the Selected FSMC the fixed meal rate(s) and any applicable fixed management fee(s) within 30 days of submission of an invoice and for each monthly period of program operation.
- 13.6 No payment will be made to the Selected FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.
- 13.7 Only fixed meal price(s) described in this RFP and resulting Awarded Contract will be paid.
- 13.8 All fixed meal price(s) invoiced to SFA shall contain sufficient details to ensure contract fixed meal price(s) are being adhered too. This level of invoicing detail is important to support transparency in the payments to Select FSMC by the SFA and requests made by internal SFA staff, state, and federal auditors including possible open records requests. The Selected FSMC cannot claim any reimbursable costs invoiced to SFA are proprietary.
- 13.9 SFA reserves the right to request additional details for any item on an invoice which groups more than one item together for payment.
- 13.10 Upon termination of the Awarded Contract, all outstanding amounts shall immediately become due and payable.
- 13.11 **A la Carte Equivalency Factor**
 - a. For the purposes of this Contract, a la carte shall be inclusive of all foods and beverages sold to students that do not constitute a component of a reimbursable meal plus all foods and beverages sold to adults during any and all meal services provided within the scope of this Contract.
 - b. The Selected FSMC and Hawthorn School District #73 shall determine a la carte meal equivalents by the following calculation method: Dividing all a la carte revenue by the a la carte equivalency factor. This factor is determined by taking the sum of the Federal and State free lunch reimbursement rates plus the value of USDA entitlement and bonus donated foods, Planned Assistance Level (PAL), established in July 2022. The a la carte equivalency factor to be utilized for the initial 2023–2024 Contract Term is 4.88.

- c. In Contract renewal Terms, the a la carte equivalency factor will be changed annually to reflect the change in the sum of the reimbursement rates and PAL as stated above. The rates used will be those established in July of the preceding fiscal year and be published annually by the Illinois State Board of Education Nutrition Department.
- 13.12 The Selected FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the Selected FSMC to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Illinois State Board of Education. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.
- 13.13 Hawthorn School District #73 shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 C.F.R. § 210.9(b)(2).
- 13.14 The Selected FSMC must submit all invoices pertaining to Hawthorn School District #73 nonprofit food service within 30 days of the last day of each month or the final day of the program.
- 13.15 The Selected FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 13.16 The fixed meal rate for meals must be calculated as if no USDA Foods were available.
- 13.17 When applicable, the Selected FSMC shall invoice each SFA outlined in this solicitation directly for the meals specific to their operation as per the terms outlined in this RFP at the rates listed in the Awarded Contract.

SECTION 14:**REVENUE**

- 14.1 Hawthorn School District #73 shall receive all revenue from the food service, including but not limited to all state and federal reimbursements, Child nutrition Program grants, sales from student meals, adult meals, and a la carte.
- 14.2 The food service revenue shall be used only for Hawthorn School District #73's nonprofit food service.
- 14.3 The food service revenue shall flow through Hawthorn School District #73's chart of accounts.
- 14.4 The Selected FSMC will annually provide Hawthorn School District #73 with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.
- 14.5 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to Hawthorn School District #73's nonprofit food service account.
- 14.6 If reimbursement is denied as a direct result of the failure of the Selected FSMC to comply with the provisions of this Contract, the Selected FSMC shall assume responsibility for the amount denied.

SECTION 15:**LICENSES, CERTIFICATIONS, AND TAXES**

- 15.1 Throughout the Term of the Contract and each renewal Term, the Selected FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law and hold harmless Hawthorn School District #73 for its failure to do so. The approximate prior annual cost for licenses/permits was \$2,584.
- 15.2 The Selected FSMC shall have state or local health certification for any facility outside Hawthorn School District #73 in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.
- 15.3 The Selected FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for Selected FSMC employees; the Selected FSMC shall hold Hawthorn School District #73 harmless for all claims arising from payment of such taxes and fees
- 15.4 The SFA is a tax-exempt organization. Federal excise tax does not apply to the SFA and State of Illinois Sales Tax does not apply. The amounts to be paid to the Selected FSMC are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Selected FSMC shall be responsible for any taxes levied or imposed upon the Selected FSMC's income or business privileges.
- 15.5 The Selected FSMC and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with Section 10-20.21(b) of the School Code (105 ILCS 5/10-20.21 [b]) and the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). The Selected FSMC certifies that it is not barred from submitting a proposal or entering into this Contract under Section 10-20.21(b) of the School Code and that the SFA may declare this Contract void if this certification is false.
- 15.6 The Selected FSMC shall comply with all Hawthorn School District #73 building rules and regulations, or any reasonable directive provided by Hawthorn School District #73 in connection therewith.

SECTION 16:**RECORDKEEPING**

- 16.1 The Selected FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as Hawthorn School District #73 will need to meet monthly and annual reporting responsibilities and shall submit monthly operating statements in a format approved by Hawthorn School District #73 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. Hawthorn School District #73 shall perform edit checks on the participation records provided by the Selected FSMC prior to the preparation and submission of the claim for reimbursement.
- 16.2 Selected FSMC will submit meal count records in a timely manner to facilitate claims submission by Hawthorn School District #73 no later than the tenth calendar day succeeding the month in which services were rendered. Hawthorn School District #73 will perform edit checks on the meal count records provided by Selected FSMC prior to the preparation and submission of the claim for reimbursement. Selected FSMC shall provide Hawthorn School District #73 with a year-end statement.
- 16.3 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- The receipt, use, storage, and inventory of USDA Foods;
 - Monthly inventory reports showing all transactions for processed and unprocessed USDA Foods; and
 - Documentation of credits issued to the SFA for USDA Foods received.
- 16.4 All 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 years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA, state or federal representatives, or auditors. SFA shall pay the cost of such audits, except when such audit finds uncredited revenue, or improperly charged costs. Under such circumstances, Selected FSMC shall promptly reimburse SFA for revenue not credited, or costs improperly charged and for the cost of such audit. If audit findings regarding the Selected FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. Reference 7 CFR 210.9(b)(17), and the following record retention and access requirements found in 2 CFR 200: Retention requirements for records, 2 CFR 200.334; Requests for transfer of records, 2 CFR 200.335; Methods for collection, transmission and storage of information, 2 CFR 200.336; Access to records, 2 CFR 200.337; and Restrictions on public access to records, 2 CFR 200.338.
- 16.5 Upon expiration or termination of the Contract, the Selected FSMC will surrender to Hawthorn School District #73 all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports to Hawthorn School District #73 within 30 days of the Contract expiration or termination.
- 16.6 Hawthorn School District #73 shall retain all records relating to the initial Contract and all subsequent Contract renewal Terms for a period of three years either from the date the final Contract renewal Term has expired, receipt of final payment under the Contract is recorded, or after Hawthorn School District #73 submits the final *Monthly Claim for Reimbursement* for the final fiscal year of the Contract, whichever occurs last.

- 16.7 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of Hawthorn School District #73, the Illinois State Board of Education, the United States Department of Agriculture, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.
- 16.8 The Selected FSMC shall not remove federally required records from Hawthorn School District #73 premises.

SECTION 17:**GENERAL CONTRACT TERMS**

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of Hawthorn School District #73.
- 17.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between Hawthorn School District #73 and Selected FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by Hawthorn School District #73.
- 17.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 17.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by Hawthorn School District #73.
- 17.5 No course of dealing or failure of Hawthorn School District #73 to strictly enforce any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 17.6 Payments on any claim shall not prevent Hawthorn School District #73 from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 17.7 It is further agreed between Hawthorn School District #73 and Selected FSMC that the exhibits, attachments, and clauses attached and designated are hereby made a part of this Contract.
- 17.8 **Assurance of Civil Rights Compliance**
The Selected FSMC and local agency 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).
- xi. The Illinois Human Rights Act (775 ILCS 5/1 et seq.).

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 incorporating this assurance into this Agreement, the Selected FSMC and local agency 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 Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

In addition, the FSMC agrees to comply with the Illinois Human Rights Act and take affirmative steps to provide equal employment opportunity for all persons. Specifically, the FSMC agrees to the following:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the FSMC's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (Act) or the Rules and Regulations of the Department of Human Rights, the FSMC may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the FSMC agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the FSMC's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the FSMC in his or her efforts to comply with the Act and Rules and Regulations, the FSMC will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the FSMC will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the FSMC will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- 17.9 The Selected FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 17.10 The Selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Illinois Prevailing Wage Act where applicable (820 ILCS 130/1 et seq.).
- 17.11 The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected FSMC and Hawthorn School District #73 to do the following with contracting:
- a. The Selected FSMC and Hawthorn School District #73 must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

17.12 If this Contract is in excess of \$100,000, Hawthorn School District #73 and Selected FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
- *Certificate Regarding Lobbying* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).

17.13 The Selected FSMC certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- The Department of Labor regulations (29 C.F.R. Part 5); and
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).

17.14 The Selected FSMC is subject to the provisions of the Stevens Amendment Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

17.15 The Illinois State Board of Education and the United States Department of Agriculture are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by Hawthorn School District #73 or the Selected FSMC. Hawthorn School District #73 has full responsibility for ensuring the terms of the Contract are fulfilled.

17.16 To the fullest extent permitted by law, the Selected FSMC agrees to indemnify, defend, and hold harmless Hawthorn School District #73 and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Selected FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Selected FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Selected FSMC

herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Selected FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

- 17.17 In order for Hawthorn School District #73 to respond timely and appropriately to the requirements of the Illinois Freedom of Information Act (FOIA) [5 ILCS 140], the Selected FSMC must review all documents required to be provided under this Contract and the exemptions for release under FOIA and, if exemptions are allowed, provide Hawthorn School District #73 a redacted copy for release under FOIA, long with the original no later than five (5) business days after receiving a request from Hawthorn School District #73 for such documents. The redacted copy shall be marked as "REDACTED", and the Selected FSMC shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, the Hawthorn School District #73 may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the State of Illinois Public Access Counselor before a denial to a FOIA request can be made. Hawthorn School District #73 will abide by the decisions of the Public Access Counselor.
- 17.18 Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential and proprietary data or information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). No Confidential Information collected, maintained, or used in the course of performance of the Contract by the Selected FSMC shall be disseminated except as authorized by law and with the written consent of Hawthorn School District #73 either during the Term of the Contract or thereafter. The Selected FSMC must return any and all confidential Information used in the course of the performance of the Contract, in whatever form it is maintained, promptly upon termination of the Contract, or earlier at the request of Hawthorn School District #73, or notify Hawthorn School District #73 in writing of its destruction, if destruction is permitted by Hawthorn School District #73. Confidential Information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing Party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the Hawthorn School District #73's Confidential Information.
- 17.19 **Student Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by Hawthorn School District #73. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Contract. Any student records in the Contractor's possession shall be returned to Hawthorn School District #73 when no longer needed for the purposes for which they were provided, or at Hawthorn School District #73's written request, they shall be permanently destroyed, and the Contractor shall provide written confirmation to Hawthorn School District #73 upon the destruction of student records. For purposes of FERPA, the Selected FSMC shall be considered an "Other School Official," as that term is defined in accordance with FERPA's implementing regulations.

17.20 **Trade Secrets and Proprietary Information**

- a. As a result of federal, state, and local open records laws and regulations, during the term of the Awarded Contract, the Selected FSMC must provide Hawthorn School District #73 access to certain proprietary materials as deemed by the Selected FSMC. These records include menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the Selected FSMC), and similar compilations regularly used in Selected FSMC's business operations resulting from the Awarded Contract.

So long as no conflict exists with federal, state, and local open records laws and regulations, Hawthorn School District #73 shall not disclose any of the Selected FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Awarded Contract. Hawthorn School District #73 shall not photocopy or otherwise duplicate any such material without the prior written consent of the Selected FSMC. All trade secrets and other confidential information shall remain the exclusive property of the Selected FSMC and shall be returned to the Selected FSMC immediately upon termination of the Awarded Contract. Hawthorn School District #73 shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods.

Without limiting the foregoing and except for software provided by Hawthorn School District #73, Hawthorn School District #73 agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the Selected FSMC and not Hawthorn School District #73. Furthermore, Hawthorn School District #73's access or use of such software shall not create any right, title interest, or copyright in such software, and Hawthorn School District #73 shall not retain such software beyond the termination of the Awarded Contract.

- b. In the event of any breach of this provision, the Selected FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. Hawthorn School District #73's obligations under this section are subject to, but not limited by, its obligations under the Illinois Open Records Act: Freedom of Information Act (FOIA) 5 ILCS 140. This provision shall survive the termination of the Awarded Contract.
- c. Any discovery, invention, software, or programs paid for by Hawthorn School District #73 shall be the property of Hawthorn School District #73 to which the state agency and USDA shall have unrestricted rights including copyrights.

17.21 **Nondiscrimination:** Both the SFA and the Selected FSMC agree to the following requirements as outlined in the following USDA Nondiscrimination Statement.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. **fax:**

(833) 256-1665 or (202) 690-7442; or

3. **email:**

program.intake@usda.gov

- [Spanish Translations](#) of the new Nondiscrimination Statement for SNAP, SNAP-Ed, FDIPIR, and all other FNS nutrition assistance programs (e.g., CACFP, CSFP, FDD, NSLP, SFSP, WIC) are being updated. Please check the U.S. Department of Agriculture website for updates: <https://www.fns.usda.gov/cr/fns-nondiscrimination-statement>. Questions can be sent to sm.fn.crd-web@usda.gov.

This institution is an equal opportunity provider.

SECTION 18:**INSURANCE**

18.1 The Selected FSMC shall maintain the insurance policies and limits set forth below by insurance companies authorized to do business in the state of Illinois and with a Best's Key Rating Guide of at least A/VIII. Such policies, with the exception of the workers' compensation insurance policy, shall name by endorsement Hawthorn School District #73, its Board of Education, directors, officers, employees and agents as additional insureds on a primary and noncontributory basis. The Selected FSMC shall provide a certificate of insurance evidencing such coverage to Hawthorn School District #73 prior to commencement of service. All insurance coverage shall hold the District, its Board of Education, directors, officers, employees and agents, harmless from products and other liabilities that are commercially reasonably anticipated to arise in connection with the Services provided by the Selected FSCMs. All insurance required under this Contract must remain in effect throughout the Contract and all renewal periods. A sample Certificate of Insurance demonstrating the following coverages as a minimum must be included with your proposal.

- a. Workers compensation insurance in the amount of \$1,000,000 single limit per occurrence along with statutory limit.
- b. General liability in the amount of \$1,000,000 for each incident, \$2,000,000 for aggregate operation liability, \$2,000,000 for aggregate products liability, and \$1,000,000 for damage to rented premises, with the following coverages and endorsements:
 - i. comprehensive liability
 - ii. premises/operations
 - iii. underground explosion and collapse hazard
 - iv. product/completed operations
 - v. contractual
 - vi. independent contractor
 - vii. broad form property damage
 - viii. personal injury
 - ix. liquor law and vendor liability
- c. Automobile liability in the amount of \$1,000,000 combined single limit for any auto, hired autos or non-owned autos.
- d. Umbrella liability insurance in an amount no less than \$10,000,000 in excess of the primary policies listed above for personal injury or property damage liability.

The Selected FSMC shall waive any and all right to recovery from Hawthorn School District #73 for loss caused by perils defined in fire, extended coverage and sprinkler leakage policies A Waiver of Subrogation shall apply to all policies. Bidders shall provide Alternate Employer endorsement to their Workers Compensation Policy.

SECTION 19: MEAL PATTERN AND NUTRITIONAL STANDARDS

Nutrition Standards in the National School Lunch and School Breakfast Programs—July 2022

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	Amount of Food ^a Per Week (Minimum Per Day)					
Fruits (cups) ^{b,c}	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{b,c}	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d,e}	0	0	0	½	½	¾
Additional Veg to Reach Total ^f	0	0	0	1	1	1½
Grains (oz eq) ^g	7-10 (1)	8-10 (1)	9-10 (1)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^h	0 ^h	0 ^h	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{i,j}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^k	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Trans fat	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

- Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving of fruit and vegetables is ½ cup. Minimum creditable serving of grain and meat/meat alternate is 0.25 oz eq.
- One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- At breakfast, vegetables may be offered in place of all or part of the required fruits without including the vegetable subgroups in any particular order. Beginning July 1, 2023 the first two cups per week of any such substitution must be from the dark green, red/orange, beans/peas (legumes), or “other vegetables” subgroup.
- Larger amounts of these vegetables may be served.
- This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, the “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- Beginning July 1, 2022 (SY 2022-2023), at least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.
- There is no separate meat/meat alternate component in the SBP. Meat/meat alternates may credit toward the required weekly total grains only after meeting the daily grains requirement.
- The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- Sodium Target 1 will be in effect for the SBP and NSLP beginning July 1, 2022 (SY 2022-2023). Sodium Target 1 will remain in effect for the SBP through SY 2023-2024. Sodium Interim Target 1A will take effect for the NSLP beginning July 1, 2023 (SY 2023-2024).

Food and Nutrition Service, United States Department of Agriculture

Vegetable Subgroups

Listed below are samples of commonly eaten vegetables found in each of the required vegetable subgroups. The list is not all-inclusive.

Dark Green Vegetables ▪ bok choy ▪ broccoli ▪ collard greens ▪ dark green leafy lettuce ▪ kale ▪ mesclun ▪ mustard greens ▪ romaine lettuce ▪ spinach ▪ turnip greens ▪ watercress	Beans and Peas* ▪ black beans ▪ black-eyed peas (mature, dry) ▪ garbanzo beans (chickpeas) ▪ kidney beans ▪ lentils ▪ navy beans ▪ pinto beans ▪ soy beans ▪ split peas ▪ white beans
Starchy Vegetables ▪ cassava ▪ corn ▪ fresh cowpeas, field peas, or black-eyed peas (not dry) ▪ green bananas ▪ green peas ▪ green lima beans ▪ plantains ▪ potatoes ▪ taro ▪ water chestnuts	Other Vegetables ▪ artichokes ▪ asparagus ▪ avocado ▪ bean sprouts ▪ beets ▪ Brussels sprouts ▪ cabbage ▪ cauliflower ▪ celery ▪ cucumbers ▪ eggplant ▪ green beans
Red & Orange Vegetables ▪ acorn squash ▪ butternut squash ▪ carrots ▪ hubbard squash ▪ pumpkin ▪ red peppers ▪ sweet potatoes ▪ tomatoes ▪ tomato juice	Other Vegetables (continued) ▪ green peppers ▪ iceberg (head) lettuce ▪ mushrooms ▪ okra ▪ onions ▪ parsnips ▪ turnips ▪ wax beans ▪ zucchini

*For more information on Beans and Peas, refer to <http://www.choosemyplate.gov/food-groups/vegetables-beans-peas.html>

EXHIBIT A: GRAIN REQUIREMENT FOR CHILD NUTRITION PROGRAMS^{1,2}

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Some of the following foods, or their accompaniments, may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

GROUP A	Ounce Equivalent (Oz Eq) for Group A	Minimum Serving Size for Group A
- Breading-Type Coating - Bread Sticks (<i>hard</i>) - Chow Mein Noodles - Savory Crackers (<i>saltines and snack crackers</i>) - Croutons - Pretzels, (<i>hard</i>) - Stuffing, (<i>dry</i>) Note: weights apply to bread in stuffing.	1 oz eq = 22 gm or 0.8 oz ¾ oz eq = 17 gm or 0.6 oz ½ oz eq = 11 gm or 0.4 oz ¼ oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz ¾ serving = 15 gm or 0.5 oz ½ serving = 10 gm or 0.4 oz ¼ serving = 5 gm or 0.2 oz
GROUP B	Oz Eq for Group B	Minimum Serving Size for Group B
- Bagels - Batter type Coating - Biscuits - Breads – all (i.e. <i>white, wheat, whole wheat, French, Italian</i>) - Buns (<i>hamburger and hot dog</i>) - Sweet Crackers⁵ (<i>graham crackers – all shapes, animal crackers</i>) - Egg Roll Skins - English Muffins - Pita Bread - Pizza Crust - Pretzels (<i>soft</i>) - Rolls - Tortillas - Tortilla Chips - Taco Shells	1 oz eq = 28 gm or 1.0 oz ¾ oz eq = 21 gm or 0.75 oz ½ oz eq = 14 gm or 0.5 oz ¼ oz eq = 7 gm or 0.25 oz	1 serving = 25 gm or 0.9 oz ¾ serving = 19 gm or 0.7 oz ½ serving = 13 gm or 0.5 oz ¼ serving = 6 gm or 0.2 oz
GROUP C	Oz Eq for Group C	Minimum Serving Size for Group C
- Cookies³ (<i>plain – includes vanilla wafers</i>) - Cornbread - Corn Muffins - Croissants - Pancakes - Pie Crust (<i>dessert pies³, cobbler³, fruit turnover⁴, and meat/meat alternate pies</i>) - Waffles	1 oz eq = 34 gm or 1.2 oz ¾ oz eq = 26 gm or 0.9 oz ½ oz eq = 17 gm or 0.6 oz ¼ oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz ¾ serving = 23 gm or 0.8 oz ½ serving = 16 gm or 0.6 oz ¼ serving = 8 gm or 0.3 oz
GROUP D	Oz Eq for Group D	Minimum Serving Size for Group D
- Doughnuts⁴ (<i>cake and yeast raised, unfrosted</i>) - Cereal bars, breakfast bars, granola bars⁴ (<i>plain</i>) - Muffins (<i>all, except corn</i>) - Quick Breads - Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls⁴ (<i>unfrosted</i>) - Toaster Pastry⁴ (<i>unfrosted</i>)	1 oz eq = 55 gm or 2.0 oz ¾ oz eq = 42 gm or 1.5 oz ½ oz eq = 28 gm or 1.0 oz ¼ oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz ¾ serving = 38 gm or 1.3 oz ½ serving = 25 gm or 0.9 oz ¼ serving = 13 gm or 0.5 oz

GROUP E	Oz Eq for Group E	Minimum Serving Size for Group E
- Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) - Cookies³ (with nuts, raisins, chocolate pieces and/or fruit purees) - Doughnuts⁴ (cake and yeast raised, frosted or glazed) - French Toast - Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls⁴ (frosted) - Toaster Pastry⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz ¼ oz eq = 52 gm or 1.8 oz ½ oz eq = 35 gm or 1.2 oz ¾ oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz ¼ serving = 47 gm or 1.7 oz ½ serving = 31 gm or 1.1 oz ¾ serving = 16 gm or 0.6 oz
GROUP F	Oz Eq for Group F	Minimum Serving Size for Group F
- Cake³ (plain, unfrosted) - Coffee Cake⁴	1 oz eq = 82 gm or 2.9 oz ¼ oz eq = 62 gm or 2.2 oz ½ oz eq = 41 gm or 1.5 oz ¾ oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz ¼ serving = 56 gm or 2 oz ½ serving = 38 gm or 1.3 oz ¾ serving = 19 gm or 0.7 oz
GROUP G	Oz Eq for Group G	Minimum Serving Size for Group G
- Brownies³ (plain) - Cake³ (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz ¼ oz eq = 94 gm or 3.3 oz ½ oz eq = 63 gm or 2.2 oz ¾ oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz ¼ serving = 86 gm or 3 oz ½ serving = 58 gm or 2 oz ¾ serving = 29 gm or 1 oz
GROUP H	Oz Eq for Group H	Minimum Serving Size for Group H
- Cereal Grains (barley, quinoa, etc.) - Breakfast Cereals (cooked)^{6,7} - Bulgur or cracked wheat - Corn Grits - Macaroni (all shapes) - Noodles (all varieties) - Pasta (all shapes) - Ravioli (noodle only) - Rice	1 oz eq = ½ cup cooked or 1 ounce (28 gm) dry	1 serving = ½ c cooked or 25 gm or 0.9 oz dry ¼ serving = ¼ c cooked or 19 gm or 0.7 oz dry ½ serving = ¼ c cooked or 13 gm or 0.5 oz dry ¾ serving = 2 T cooked or 6 gm or 0.2 oz dry
GROUP I	Oz Eq for Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal (cold, dry)^{6,7}	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = ¼ cup or 1 ounce for granola	1 serving = ¼ c or 1 oz, whichever is less ½ serving = ½ c or 0.5 oz, whichever is less

¹In the NSLP and SBP (grades K-12), at least eighty percent of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grains serving per day must meet whole grain-rich criteria.

²For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

³Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain component in CACFP or NSLP/SBP preschool meals as specified in §§226.20(a)(4) and 210.10.

⁴Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grain component in the CACFP and NSLP/SBP preschool meals as specified in §§226.20(a)(4) and 210.10.

⁵Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12), CACFP, NSLP/SBP preschool meals, and SFSP.

⁶Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

⁷In the NSLP and SBP, cereals must list a whole grain as the first ingredient and be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For CACFP and SFSP, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP preschool meals must contain no more than 6 grams of sugar per dry ounce.

SECTION 20:**EVALUATION CRITERIA****Information on Evaluation Team/ Scoring Committee**

The SFA evaluation team/scoring committee will consist of 7 members; accounting specialist, school nurse, administrative assistant, office clerk, grant specialist, Business Office and HR Systems Supervisor and Assistant Superintendent of Finance & Operations. The evaluation team lead will be LeeAnn Taylor, Assistant Superintendent of Finance & Operations and she will train the entire team on the objectives, goals and scoring process.

Scoring System

Hawthorn School District #73 will calculate the scores based on the sum of individual scores and the summary sheet is provided on Exhibit K.

Summary of evaluation criteria: the criteria listed will be used to evaluate the proposals, and their weights (scores), must be carefully prepared and included in the RFP. These criteria must be followed and documented in evaluating the proposals. Negotiations will then be conducted with those who exceed a pre-determined "cut-off" score.

<u>Criteria</u>	<u>Weight</u>
1. Cost/Financial Proposal	35 Points
2. Evaluation of FSMC References/Past Performance	20 Points
3. Quality of Food Program	15 Points
4. Menu Interface	10 Points
5. Promotion of health and well-being of students	5 Points
6. Management, Marketing and Merchandising Plan	5 Points
7. Local food products	3 Points
8. Hormone and pest practices	3 Points
9. Animal welfare	2 Points
10. Contracting with Small and Minority Businesses, Women's Business Enterprises & Labor Surplus Area Firms	2 Points

TOTAL POINTS: 100/100 points

The maximum possible points are listed next to each criterion. Evaluation and scoring of Proposals will be based on the assignment of points by the scoring committee and totaled for a final score which will be used for awarding the contract. Only responsive Proposals will be considered for evaluation. For a Proposal to be considered responsive, the Offeror will need to read the entire RFP and provide documentation and information required by all sections of the RFP including attachments. The scoring committee will evaluate all qualifying proposals. The scoring committee will evaluate documentation and information requested throughout the RFP and recommend contract award using this documentation and information including the following evaluation criteria as described below:

Description	Points	Minimum Requirement for proposal evaluation	Documents required for evaluation of criteria
Cost/Financial Proposal	35	-Provide a high quality and appealing program for students as economically as possible. -Proposer with the most competitive financial package will receive the highest number of points; all other proposals will receive fewer points based on the proposal.	-Proposed Fix Meal Rates breakfast, lunch and a la carte (section 21 of this RFP)
Evaluation of FSMC References/Past Performance	20	-FSMC will have successful experience managing food service programs. This is defined as not being released from a contract due to performance in the past 5 years	-At least three (3) letters of recommendation from school districts which mirror size and scope of Hawthorn 73, include corresponding contact information. -Provide a history of all SFAs you have contracted with in the last 5 years. If you are no longer serving any of these SFAs please list the reason you are no longer under contract. -Survey data from current school district partnerships that address food quality and customer satisfaction -Provide a list of any Litigation against the company within the past 5 years

Description	Points	Minimum Requirement for proposal evaluation	Documents required for evaluation of criteria
Quality of Food Program	15	-Preference for the use of nitrate/nitrate-free meat, local sourced food, organic produce and farm-to-school food opportunities -Increase and enhance the offerings of food made from scratch -Utilize premium meats, fruits and vegetables -Increase variety of offerings by providing high quality meals and vegetarian options -Use of varied serving styles such as serving lines, salad bars, express lines, etc.	-21 day menus for breakfast and lunch for 2 months outlining ways to incorporate foods made from scratch, vegetarian options, organic produce farm to school food opportunities and premium meats -Examples of prior experience using varied serving styles -Provide a list of made-from-scratch menu items provided to school districts that Offeror currently serves
Menu Interface	10	-ADA compliant menus -Menus that include list of ingredients -Menus that address dietary needs like carb counts -Menu substitutions that consider carb counts, like salad being swapped for ravioli -Option to filter online menu by special meal accommodations and symbols that identify items with most common allergens on the menu -App available - Print Friendly	-Links to menus on a minimum of 3 client websites. (FMSC that share PDF only menu interfaces will receive 0 points for this category). -Examples of materials to be shared with parents to communicate how to access the menu or download the app -Provide examples of menus that include carb counts, ingredients and online filter capabilities and menu symbols
Promotion of Health and Well-being of Students	5	-Nutrition programs for all grades that highlight wellness and healthy choices	-Nutrition program examples used in other schools that are age relevant to students aged 3 to 21. To receive the full points for this category, the nutrition program must include an implementation plan.

Description	Points	Minimum Requirement for proposal evaluation	Documents required for evaluation of criteria
Management, Marketing and Merchandising Plan	5	-Management with experience in the areas of selecting and procuring food, nutrition, menu planning, on-site production and quality control, employee supervision and recruitment/retention and public relations -Promotion of school lunch programs to increase participation at all levels. -Increase communication and feedback from parents, students and staff on the lunch program and make changes based upon feedback.	-Evidence of training programs demonstrating ability and experience in food preparation, Personal management techniques and best practices on food handling -Examples of marketing plans at comparable schools that include philosophy, initiatives, and campaigns -Communication plan and methods to obtain students, staff and parent feedback on an ongoing basis -Employee retention numbers for the last 3 years
Local Food Products	3	-Increase opportunities to contract with locally sourced products grown in Illinois and Wisconsin	-Submit data including name and address of each supplier, distributor, processor, and producer involved in the provision of the products at the time of the proposal that meet the criteria for local-sourced products (Illinois and Wisconsin) -Submit a narrative description of any efforts to partner with local farms in bringing items into school, including a past or current participation in the Farm to School Program
Hormone and Pest Practices	3	-FSMC will give preference to food supplies and producers that adopt the recommended US Department of Agriculture hormone and pest management processes.	-Submit data including name and address of each supplier, distributor, processor, and producer involved in the

Description	Points	Minimum Requirement for proposal evaluation	Documents required for evaluation of criteria
			provision of the products at the time of the proposal that have adopted the recommended US Department of Agriculture hormone and pest management practices.
Animal Welfare	2	-FSMC will give preference to food supplies and producers that adopt policies and procedures that value animal welfare	-Submit data including name and address of each supplier, distributor, processor and producer involved in the provision of the products at the time of the proposal that have adopted policies and procedures that value animal welfare.
Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms	2	-Proposer shall commit to contract with small and minority business, women's business enterprises, and labor surplus area firms.	--Submit data including name and address of each supplier, distributor, processor and producer involved in the provision of the products at the time of the proposal that meet the criteria for small and minority business, women's business enterprise, and/or labor surplus area firms.
Total	100		

SECTION 21:**Proposed Fixed Meal Rates**

The SFA shall insert the Projected Annual Units and the Offeror shall insert their rate per unit. The SFA will verify and complete the estimated total for each meal type and calculate the total estimated amount of proposal. The Offeror shall not plead misunderstanding or deception because of such an estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation and/or Contract.

**PER MEAL PRICES MUST BE A FIXED PRICE PER MEAL RATE AND
CALCULATED AS IF NO USDA COMMODITIES WILL BE RECEIVED**

	Projected Annual Units	Rate Per Unit	Estimated Total**
<u>School Nutrition Programs (SNP)/ Seamless Summer Option (SSO)</u>			
Reimbursable Breakfasts with Milk	<u>28,620</u>	<u> </u>	<u> </u>
Reimbursable Lunches with Milk*	<u>192,780</u>	<u> </u>	<u> </u>
Reimbursable After-School Snacks	<u> </u>	<u> </u>	<u> </u>
Special Milk Program (SMP)	<u> </u>	<u> </u>	<u> </u>
Fresh Fruit and Vegetable Program	<u> </u>	<u> </u>	<u> </u>
A la Carte Equivalents Fee*	<u>11,610</u>	<u> </u>	<u> </u>
Management Fee per School Meal	<u> </u>	<u> </u>	<u> </u>
<u> </u> (breakfast and lunch only)	<u> </u>	<u> </u>	<u> </u>
<u>Child and Adult Food Care Programs (CACFP)</u>			
CACFP Reimbursable Breakfast with Milk	<u> </u>	<u> </u>	<u> </u>
CACFP Reimbursable Lunches with Milk	<u> </u>	<u> </u>	<u> </u>
CACFP Reimbursable At Risk After-School Snacks	<u> </u>	<u> </u>	<u> </u>
CACFP Reimbursable Supper with Milk	<u> </u>	<u> </u>	<u> </u>
CACFP Reimbursable AM/PM Snack	<u> </u>	<u> </u>	<u> </u>
<u>Summer Food Service Program (SFSP)</u>			
SFSP Reimbursable Breakfasts with Milk	<u> </u>	<u> </u>	<u> </u>
SFSP Reimbursable Lunches with Milk	<u> </u>	<u> </u>	<u> </u>

Total Estimated Amount of Proposal** \$

*Solicitation rates for SNP reimbursable Lunch and A la carte equivalency fee must be the same.

**All totals must be carried out to the second decimal place and must not be rounded.

Name of Offeror

Street Address

City

State

Zip Code

By submission of this proposal, the Offeror certifies that, in the event the Offeror receives an award under this solicitation, the Offeror shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

Date

Signature of Offeror

Title

SECTION 22: Independent Price Determination Certificate

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

Name of Food Service Management
Company

Name of School Food Authority

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:

- a. 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.
- b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
- c. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

- a. 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 sections a through c above; or
- b. 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 sections a through c above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to the above.

TO THE BEST OF MY KNOWLEDGE, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, accepts as follows:

Signature of Food Service Management Company's Authorized Representative □	Title	Date Signed <i>Mo./Day/Yr.</i>
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IN ACCEPTING THIS OFFER, Hawthorn School District #73 certifies that no representative of Hawthorn School District #73 has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority □	Title	Date Signed <i>Mo./Day/Yr.</i>
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NOTE: Accepting an Offeror's offer does not constitute award of the contract.

SECTION 23:	Proposal Agreement
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	FSMC Complete section below.	
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THE UNDERSIGNED HEREBY OFFERS to provide the services of an FSMC as specified in this proposal for the period of July 1, 2024 and ending June 30, 2025. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

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

FURTHERMORE, I CERTIFY that, consistent with section 3 of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Offeror.

FSMC Name			
FSMC Street Address	City	State	Zip
Signature of Authorized Representative Ø		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

	SFA Complete section below.	
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Awarding of the Contract

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

The undersigned hereby accepts Offeror's services of an FSMC as specified in this proposal for the period of July 1, 2024 and ending June 30, 2025. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

FURTHERMORE, I CERTIFY that, consistent with section 3 of this RFP, I have not received any gratuities, favors, nor anything of monetary value with the FSMC, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the SFA.

SFA Name			
SFA Street Address	City	State	Zip
Signature of Authorized Representative Ø		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

	Hawthorn School District #73 Complete section below.	
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Awarding of the Contract

Hawthorn School District #73 by signing below is awarding the contract for this RFP to the Offeror of this proposal, herein referred to as “Selected FSMC”. This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both Hawthorn School District #73 and Offeror will be incorporated into this Awarded Contract.

The undersigned hereby accepts Offeror’s services of an FSMC as specified in this proposal for the period of July 1, 2024 and ending June 30, 2025. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

FURTHERMORE, I CERTIFY that, consistent with 3.5 of this RFP, I have not received any gratuities, favors, nor anything of monetary value with the FSMC, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for Hawthorn School District #73.

Hawthorn School District #73 Name			
Hawthorn School District #73 Street Address	City	State	Zip
Signature of Authorized Representative		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

Bid-Rigging Certification

_____, a duly
(Agent)

authorized agent of _____,
(Contractor)

do hereby certify that neither _____,
(Contractor)

nor any individual presently affiliated with _____
(Contractor)

_____, has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify on behalf of the bidder to be true and complete in every respect:

- 1) I have read and I understand the contents of this Certificate;
- 2) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 3) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 4) For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who;
 - has been requested to submit a bid in response to this invitation for bids;
 - could potentially submit a bid in response to this invitation for bids, based on their qualifications, abilities or experience;
- 5) The bidder discloses that [check one of the following, as applicable]:
 - ___(a) the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - ___(b) the bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this invitation for bids, and the supplier/bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 6) Without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement by or on behalf of the bidder with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a bid; or
 - the submission of a bid which does not meet the specifications of the invitation for bids; except as specifically disclosed pursuant to paragraph (5)(b) above;
- 7) In addition, there has been no consultation, communication, agreement or arrangement with any competitor by or on behalf of the bidder regarding the quality, quantity, specifications or delivery particulars of the products or services to which this invitation for bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8) The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above; and,
- 9) I understand that the accompanying bid will be disqualified if this certification is found not to be true and complete in every respect.

Signature of Authorized Agent

Date

Printed Name

Title

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Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER
TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter 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;
- (4) It will include the 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;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. 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 all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, 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 all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. 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 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 "GSA Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. 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 herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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CERTIFICATE REGARDING LOBBYING

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ILLINOIS STATE BOARD OF EDUCATION
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Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. TYPE OF FEDERAL ACTION

☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION

☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE

☐ a. Initial filing ☐ b. Material change ☐ For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)

☐ a. Cash ☐ b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

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.

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

TITLE

TELEPHONE NUMBER

DATE

INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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**CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES**

REPORTING ENTITY

LIST OF REQUIRED RFP EXHIBITS

Exhibit and Title		Hawthorn School District #73
A	A-1: School/Site Data Form (excel file)	X
	A-2: School/Site Average Daily Participation (excel file)	X
	A-3: School/ Site Meal Service Information (excel file)	X
B	B-1: 21-Day Cycle Menu – SNP	X
	B-2: Meal Choices and Additional Offerings	X
	B-3: A la Carte Price list	X
C	Minimum Food specifications	X
D	School Year 2022-2023 Sponsor Claims for Reimbursement (for each month)	X
E	School Year 2023-2024 Sponsor Claims for Reimbursement (for each month to date)	X
F	FSMC Equipment List (excel file)	X
G	Minimum Operational Labor and Benefits (excel file)	X
H	H-1: Projected Operational In-School Revenue (excel file)	X
	H-2: Projected Operational Federal Reimbursement Revenue (excel file)	X
	H-3: Total Projected Operational Revenue (excel file)	X
I	Current School District/Operation Calendar	X
J	Local Wellness Policy	X
K	Taste Testing and/or Site Evaluation Form, if applicable	☐

Exhibit A-1: School/Site Data Form

Exhibit A-1: School/Site Data Form

To be completed by the SFA - Check all applicable boxes

Data based on School Year (2023-2024)

Site or School Name	Breakfast			Lunch			Adult/Staff Meals	After-school Snack	SSO	SMP	FFVP	SFSP	CACFP	Catering	Vending
	Meal	Offer Versus Serve	A la Carte sales	Meal	Offer Versus Serve	A La Carte Sales									
Aspen Elementary	X	Offer	No	X	Offer	No	Yes	No						X	
Elementary South	X	Offer	No	X	Offer	No	Yes	No						X	
Elementary North	X	Offer	No	X	Offer	No	Yes	No						X	
Towline Elementary	X	Offer	No	X	Offer	No	Yes	No						X	
Dual Language Elementary	X	Offer	No	X	Offer	No	Yes	No						X	
Middle School South	X	Offer	Yes	X	Offer	Yes	Yes	No						X	
Middle School North	X	Offer	Yes	X	Offer	Yes	Yes	No						X	
Hawthorn School for Young Learners	X	Serve	No	X	Serve	No	Yes	No						X	

SSO= Seamless Summer Option

SMP= Special Milk Program

FFVP= Fresh Fruit and Vegetable Program

SFSP= Summer Food Service Program

CACFP= Child and Adult Care Food Program

Exhibit A-2: School/ Site Average Daily Participation

Exhibit A-2: School/Site Average Daily Participation- SNP

To be completed by the SFA
Data based on School Year (2023-2024)

School/Site Name	Enrollment	Number of Approved Students			Projected Reimbursable BREAKFAST Meals			Total Site BREAKFAST ADP	Projected Reimbursable LUNCH Meals			Total Site LUNCH ADP	A la Carte Sales	Projected Reimbursable Afterschool Snacks			Total Site Afterschool Snack ADP
		Free	Reduced	Paid	Free	Reduced -	Paid		Free	Reduced	Paid			Free	Reduced	Paid	
Aspen Elementary	305	67	15	223	8	0	2	10	35	8	50	93	\$157.00				0
Elementary South	501	129	20	352	30	2	21	53	59	5	63	127	\$142.00				0
Elementary North	389	88	18	283	12	2	8	22	42	6	69	117	\$125.00				0
Towline Elementary	310	98	15	197	11	0	6	17	46	8	44	98	\$13.50				0
Dual Language Elementary	402	175	31	196	22	3	14	39	103	19	51	173	\$27.50				0
Middle School South	637	164	37	436	5	0	3	8	88	18	96	202	\$2,665.90				0
Middle School North	604	172	45	387	1	0	0	1	92	22	91	205	\$2,134.50				0
Hawthorn School for Young Learners	219	54	9	156	7	0	2	9	18	7	31	56	\$197.00				0
Total	3367	947	190	2230	96	7	56	159	483	93	495	1071	\$5,462.40	0	0	0	0

*Do not include Special Functions

Exhibit A-3: School/ Site Meal Service Information

Exhibit A-1: School/Site Meal Service Information Form- SNP

To be completed by the SFA
Data based on School Year (2023-2024)

School/ Site Name	Address	Grade Levels [1]	CEP [2]	Type of Service [3]	No. of Serving Periods (Lunch)	Beginning and Ending Times of Meal Service			No. of Annual Serving Days
						Breakfast	Lunch	Snack	
Aspen Elementary	500 North Aspen Drive Vernon Hills, IL 60061	1-5	No	On-site	5	7:35-7:50	10:45-12:25	—	174
Elementary South	430 North Aspen Drive Vernon Hills, IL 60061	1-5	No	On-site	5	8:20-8:35	11:10-12:50	—	174
Elementary North	301 Hawthorn Pkwy Vernon Hills, IL 60061	1-5	No	On-site	5	8:10-8:25	10:50-1:10	—	174
Towline Elementary	810 North Aspen Drive Vernon Hills, IL 60061	1-5	No	On-site preparation	5	8:20-8:35	10:50-1:10	—	174
Dual Language Elementary	810 North Aspen Drive Vernon Hills, IL 60061	K-5	No	On-site preparation	5	8:20-8:35	10:50-1:10		174
Middle School South	600 North Aspen Drive Vernon Hills, IL 60061	6-8	No	On-site preparation	3	7:25-7:35	10:18-12:22		174
Middle School North	201 Hawthorn Pkwy Vernon Hills, IL 60061	6-8	No	On-site preparation	3	7:25-7:35	10:18-12:22		174
Hawthorn School for Young Learners	637 North Aspen Drive Vernon Hills, IL 60061	K	No	Satellite receiving school	4	8:00-8:15	11:10-12:30	—	174

Exhibit A-4: Current and Projected Enrollment

Exhibit A-4: Current and Project Enrollment

To be completed by the SFA

School/ Site Name	Current Enrollment	Projected Enrollment		
	2023-2024	2024-2025	2025-2026	2026-2027
Aspen Elementary	306	300	294	288
Elementary South	502	490	475	460
Elementary North	388	383	378	373
Towline Elementary	310	304	298	292
Dual Language Elementary	402	390	378	367
Middle School South	636	630	624	618
Middle School North	605	596	587	578
Hawthorn School for Young Learners	219	210	202	195
Total Enrollment	3368	3303	3236	3171

Exhibit B-1: 21-Day Cycle Menu

7 CFR 210.16(b) requires that the RFP contain a 21-day cycle menu developed in accordance with the provisions in 7 CFR 210.10 for meal pattern requirements. When other Programs are also operated, the cycle menu must meet the meal pattern requirements for all Programs as found in the respective Program regulations for meal patterns, i.e., SBP, FFVP, SFSP, etc. The purpose of Hawthorn School District #73 providing the 21-day cycle menu in the RFP is for evaluation of offers based on the estimated average cost per meal.

Exhibit B-1: 21-DAY CYCLE MENU- BREAKFAST SNP/SSO

For Grade Groups: Kindergarten - 12th Grade

	1 Item	2 Item	3 Item	4 Item	5 Item
1	Item	Item	Item	Item	Item
6	1 oz. Mini Pancakes	1 oz. WG Toast	1 oz. English Muffin	1 oz. Cereal Bowl	2 oz. Bagel
6 or M/NA	1 oz. Turkey Sausage	1 oz. Scrambled Eggs	1 oz. Hard Boiled Egg	1 oz. WG Toast	
F or F	1/2 c. Fresh Blueberries	1/2 c. Green Peppers	1/2 c. (Sweet) Peaches	1/2 c. Fresh Banana	1/2 c. Kiwi
F or F	1/2 c. 100% Pineapple Juice	1/2 c. Orange Slices	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. Tomato Slices
M/NA	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment	1 oz. Syrup	Jam			Cream Cheese
6	Item	Item	Item	Item	Item
6	1 oz. Oatmeal	1 oz. Cereal Bowl	2 oz. WG Muffins	1 oz. Cereal Bowl	1 oz. English Muffin
6 or M/NA	1 oz. WG Toast	1 oz. WG Toast	1 oz. Astatel Crackers	1 oz. Peanut Butter	1 oz. Peanut Butter
F or F	1/4 c. Raisins	1/2 c. Fresh Banana	1/2 c. Pineapple Chunks	1/2 c. (Sweet) Peaches	1/2 c. (Sweet) Peaches
F or F	1/2 c. Blueberries	1/2 c. 100% Orange Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. Apple
M/NA	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment		1 oz. Syrup			
6	Item	Item	Item	Item	Item
6	2 oz. French Toast Slides	1 oz. Cereal Bowl	1 oz. WG Biscuits	1 oz. Cereal Bowl	1 oz. WG Toast
6 or M/NA		1 oz. WG Toast	1 oz. Sausage Gravy	1 oz. Hard Boiled Egg	2 oz. Scrambled Eggs
F or F	1/2 c. Applesauce	1/2 c. Fresh Banana	1/2 c. Mixed Fruit	1/2 c. Orange Wedges	1/2 c. Green Peppers
F or F	1/2 c. 100% Pineapple Juice	1/2 c. 100% Orange Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. Orange Slices
M/NA	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment	1 oz. Syrup				
6	Item	Item	Item	Item	Item
6	1 oz. Oatmeal	1 oz. Cereal Bowl	2 oz. Waffles	1 oz. Cereal Bowl	1 oz. Donut
6 or M/NA	1 oz. Granola Bar	1 oz. WG Toast	1 oz. Cinnamon Apples	1 oz. Turkey Sausage	1 oz. Turkey Sausage
F or F	1/4 c. Raisins	1/2 c. Apple Slices	1/2 c. Peaches	1/2 c. Cinnamon Apples	1/2 c. Pineapple
F or F	1/2 c. 100% Pineapple Juice	1/2 c. 100% Orange Juice	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. Blackberries
M/NA	1 c. Milk Choice				
Condiment		1 oz. Syrup			
21	Item	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service. In most cases, the serving sizes provided on the 21-day cycle menu are based on the required minimum serving sizes stated in the USDA Meal Pattern. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie range and nutrient standards as stated in the USDA Meal Pattern, the contractor must adjust the serving sizes and/or provide additional food items as necessary to meet the calorie range and nutrient standards without significantly altering the 21-day cycle menu(s). Prior to submitting a bid/proposal, it is the contractor's responsibility to conduct a nutritional analysis of the menu(s) based on the products/brands to be served in order to determine if serving size adjustments and/or additional food items will be necessary. The contractor's bid/proposal should take into consideration this disclaimer.			
6	1 oz. Mini Pancakes	G= GRAIN, M/NA= MEAT/NAUT, R=DAIRY, F=FRUIT, V=VEGETABLE			
6 or M/NA	1 oz. Turkey Sausage				
F or F	1/2 c. Mixed Fruit				
F or F	1/2 c. 100% Orange Juice				
M/NA	1 c. Milk Choice				
Condiment	1 oz. Syrup				

Exhibit B-1: 21-DAY CYCLE MENU- LUNCH SNP/SSO

For Grade Groups: Kindergarten - 8th Grade

	1 Item	2 Item	3 Item	4 Item	5 Item
1	Item	Item	Item	Item	Item
M/NA	2 oz. Baked Chicken	2 oz. Fish Sticks	2 oz. Cheese Pizza	2 oz. Chicken Tenders	2 oz. Chicken Quesadilla
6	1 oz. Brown Rice	1 oz. (or) Dinner Roll/ Breading	2 oz. WG Pizza Crust	1 oz. WG Breading	2 oz. Tortilla
F	1/2 c. Fresh Apple	1/2 c. Peaches	1/2 c. Orange Slices	1/2 c. Strawberries	1/2 c. Pineapple Chunks
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
Condiment	1 oz. Ranch	1 oz. Ranch	1 oz. Ranch	1 oz. Ranch	1 oz. Ranch
6	Item	Item	Item	Item	Item
M/NA	2 oz. Meat Balls	2 oz. Chicken Nuggets	2 oz. Hamburger	2 oz. Grilled Chicken	2 oz. Grilled Cheese
6	2 oz. WG Spaghetti	1 oz. WG Breading	2 oz. Bun	1 oz. Tortilla	2 oz. Bread Slice
F	1/2 c. Mixed Berries	1/2 c. Grapes	1/2 c. Fruit Cocktail	1/2 c. Canned Apples	1/2 c. (Sweet) Peaches
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
Condiment	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing
6	Item	Item	Item	Item	Item
M/NA	2 oz. Ground Beef (Sausage) or	2 oz. Beef Cumbles (Chili)	2 oz. Grilled Chicken	2 oz. Hot Ham and Cheese	2 oz. Ground Beef & Cheese
6	2 oz. Bun	2 oz. Oyster Crackers	2 oz. Bun	2 oz. Bread Slice	2 oz. Lavagna/Noonies
F	1/2 c. Watermelon	1/2 c. Mixed Fruit	1/2 c. Mixed Fruit	1/2 c. Orange Wedges	1/2 c. Applesauce
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
Condiment	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing
6	Item	Item	Item	Item	Item
M/NA	2 oz. Ground Turkey & Cheese	2 oz. Teriyaki Chicken	2 oz. Pulled Pork (BBQ)	2 oz. Meat Ball	2 oz. Turkey and Cheese
6	2 oz. Ziti/Noonies	1 oz. Brown Rice	2 oz. Bun	1 oz. Canned Ham	2 oz. Pita Bread
F	1/2 c. Mixed Peaches	1/2 c. Pineapple Chunks	1/2 c. Cinnamon Apples	1/2 c. (Sweet) Peaches	1/2 c. Mixed Fruit
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
F	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad	1/4 c. 1/2 cup (or) Potato Salad
Condiment	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing	1 oz. Dressing
21	Item	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service. In most cases, the serving sizes provided on the 21-day cycle menu are based on the required minimum serving sizes stated in the USDA Meal Pattern. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie range and nutrient standards as stated in the USDA Meal Pattern, the contractor must adjust the serving sizes and/or provide additional food items as necessary to meet the calorie range and nutrient standards without significantly altering the 21-day cycle menu(s). Prior to submitting a bid/proposal, it is the contractor's responsibility to conduct a nutritional analysis of the menu(s) based on the products/brands to be served in order to determine if serving size adjustments and/or additional food items will be necessary. The contractor's bid/proposal should take into consideration this disclaimer.			
M/NA	2 oz. Beef & Cheese	G= GRAIN, M/NA= MEAT/NAUT, R=DAIRY, F=FRUIT, V=VEGETABLE			
6	2 oz. Taco Shells				
F	1/2 c. Mixed Fruit				
F	1/4 c. 1/2 cup (or) Potato Salad				
F	1/4 c. 1/2 cup (or) Potato Salad				
Condiment	1 oz. Dressing				

Exhibit B-2: Meal Choices and Options

Exhibit B-2: MEAL CHOICES AND ADDITIONAL OFFERINGS

To be completed by the SFA
Data based on School Year (2023-2024)

School/Site Name	Breakfast				Lunch				
	Minimum # of Meal Entrée Choices	Minimum # of Fruit Choices	Minimum # of Vegetable Choices	A la Carte Offering	Minimum # of Meal Entrée Choices	Minimum # of Fruit Choices	Minimum # of Vegetable Choices	A la Carte Offering	Daily Salad Bar Offered
Aspen Elementary	5	3	0	No	2	2	4	No	Yes
Elementary South	5	3	0	No	2	2	4	No	Yes
Elementary North	5	3	0	No	2	2	4	No	Yes
Towline Elementary	5	3	0	No	2	2	4	No	Yes
Dual Language Elementary	5	3	0	No	2	2	4	No	Yes
Middle School South	5	3	0	Yes	6	2	4	Yes	Yes
Middle School North	5	3	0	Yes	6	2	4	Yes	Yes
Hawthorn School for Young Learners	5	3	0	No	2	2	4	No	Yes

Exhibit B-3: A la Carte Price List



Yogurt Parfait	\$2.50
Chocolate Hummus with Apples	\$3.00
Fresh Baked Cookie	\$0.75
Chips	\$1.50
Cereal	\$1.50
Rice Krispie Treat	\$1.25
Ice Cream Cup	\$1.00
Ice Cream Bar	\$1.50
Ice Cream Cone	\$2.00

***These items are not included with meal**
Check packaging for allergen information

Exhibit C: Minimum Food Specifications

Section 210.16(c)(3) specifically addresses Hawthorn School District #73's development of specifications for each food component or menu item and requires these specifications to be included in the IFBs or RFPs. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. In order to ensure objective contractor performance and eliminate unfair competitive advantage, a person that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for use by a grantee or sub-grantee in conducting a procurement under the USDA entitlement programs specified in 2 CFR 200.319(a) shall be excluded from competing for such procurements.

ISBE does not approve, evaluate or endorse specifications.

All USDA food offered to Hawthorn School District 73 and made available to the FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternatives, and grains must be made from whole-grain rich. All breads and grains must be fresh (or frozen, if applicable). If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
 - For breaded and battered items, all flours must be enriched for breads/grains credit and breadings/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meals must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter or bread coating required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- All fruit juices must be 100 percent fruit juice.
- When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.
- Fluid milk must be low-fat (1 percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by the SFA.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

Exhibit D: School Year 2022-2023 Sponsor Claims for Reimbursement

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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11: Aug 2022 Claim R1 - Sent to FRIS - 11/02/2022

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	2,125.24	98,964.75	98,848.31	116.44
National Lunch 2022	22,680.46	1,040,759.53	1,040,580.61	178.92
Illinois Free Breakfast & Lunch	96.36	96.36	96.36	0.00
National Breakfast 2023	0.00	58,227.90	58,227.90	0.00
National Lunch 2023	0.00	457,196.79	457,196.79	0.00

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Aug 2022	Status	Approved-Sent to FRIS
Days of Operation	08/18/2022 - 08/31/2022	Type	Claim
Days Claimed	10	Date Received	10/07/2022
Claim Source	Rate Eligibility Recalc by ISBE	Date Approved	10/07/2022
Last Updated: kpsikh		Submitted by: jannifera20p	

Sponsor Notes
8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast
No IL FREE funding remaining.

Free	707
------	-----

School Breakfast - Breakfast
Non-Severe Need

Free	30
Reduced	0
Paid	102

School Breakfast - Breakfast
Severe Need

Free	677
Reduced	5
Paid	374

Illinois Free Lunch - Lunch
No IL FREE funding remaining.

Free	4111
------	------

National School Lunch - Lunch
60% or more Eligible

Free	4111
Reduced	83
Paid	4752

Statistics
Number of sites 8

School Breakfast

Days Claimed	10
Enrollment	3419
ADA	2918

National School Lunch

Days Claimed	10
Enrollment	3419
ADA	2918

Eligibles

School Breakfast

Free	947
Reduced	30
Paid	2442

National School Lunch

Free	947
Reduced	30
Paid	2442

SNP Sponsor Claim

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31: Sep 2022 Claim R2 - Sent to FRIS - 01/24/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	7,254.93	106,219.66	106,219.66	0.00
National Lunch 2022	57,018.80	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	254.84	1,044.26	1,044.26	0.00
National Breakfast 2023	0.00	58,227.90	58,227.90	0.00
National Lunch 2023	0.00	457,196.79	457,196.79	0.00

Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Sep 2022	Status	Approved-Sent to FRIS
Days of Operation	09/01/2022 - 09/30/2022	Type	Claim
Days Claimed	20	Date Received	01/19/2023
Claim Source	ISBE Claims Administrator	Date Approved	01/20/2023
Last Updated: distrode		Submitted by: jenniferaezop	

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
No IL FREE funding remaining.		Non-Severe Need	
Free	2394	Free	106
		Reduced	0
		Paid	199
School Breakfast - Breakfast		Illinois Free Lunch - Lunch	
Severe Need		No IL FREE funding remaining.	
Free	2288	Free	10348
Reduced	43		
Paid	1410		
National School Lunch - Lunch		60% or more Eligible	
		Free	10348
		Reduced	339
		Paid	11277

Statistics

Number of sites	8		
School Breakfast		National School Lunch	
Days Claimed	20	Days Claimed	20
Enrollment	3430	Enrollment	3430
ADA	3176	ADA	3176

Eligibles

School Breakfast		National School Lunch	
Free	913	Free	913
Reduced	97	Reduced	97
Paid	2420	Paid	2420

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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48: Oct 2022 Claim R3 - Sent to FRIS - 04/18/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	252.84	1,780.20	1,780.20	0.00
National Breakfast 2023	7,352.53	41,142.10	41,142.10	0.00
National Lunch 2023	56,973.95	325,284.58	325,720.48	0.00

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Oct 2022	Status	Approved-Sent to FRIS
Days of Operation	10/03/2022 - 10/31/2022	Type	Claim
Days Claimed	19	Date Received	04/18/2023
Claim Source	Rate Eligibility Recalc by ISBE	Date Approved	04/18/2023
Last Updated: TFS-138111		Submitted by: jenniferezap	

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free	2434
------	------

School Breakfast - Breakfast

Non-Severe Need

Free	136
Reduced	6
Paid	173

School Breakfast - Breakfast

Severe Need

Free	2298
Reduced	75
Paid	1267

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	10208
------	-------

National School Lunch - Lunch

Less than 60% Eligible

Free	10208
Reduced	667
Paid	10920

[info\[+\]](#)

Statistics

Number of sites	8
-----------------	---

School Breakfast

Days Claimed	19
Enrollment	3438
ADA	3213

National School Lunch

Days Claimed	19
Enrollment	3438
ADA	3213

Eligibles

School Breakfast

Free	929
Reduced	98
Paid	2411

National School Lunch

Free	929
Reduced	98
Paid	2411

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2023 Program: SNP

Saved Successfully.

SNP Sponsor Claim

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Nov 2022 Claim R1 - Approved - 01/06/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	98,964.75	98,964.75	0.00
National Lunch 2022	0.00	1,040,759.53	1,040,759.53	0.00
Illinois Free Breakfast & Lunch	223.64	827.68	827.68	0.00
National Breakfast 2023	6,734.12	14,086.65	14,086.65	0.00
National Lunch 2023	50,853.55	108,263.40	108,263.40	0.00

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Nov 2022	Status	Approved
Days of Operation	11/01/2022 - 11/30/2022	Type	Claim
Days Claimed	17	Date Received	01/06/2023
Claim Source	Sponsor	Date Approved	01/06/2023

Last Updated: jenniferezop

Submitted by: jenniferezop

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 2220

School Breakfast - Breakfast

Non-Severe Need

Free 95
Reduced 14
Paid 147

School Breakfast - Breakfast

Severe Need

Free 2125
Reduced 79
Paid 1115

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 8962

National School Lunch - Lunch

60% or more Eligible

Free 8962
Reduced 698
Paid 9585

Statistics

Number of sites 8

School Breakfast

Days Claimed 17
Enrollment 3445
ADA 3103

National School Lunch

Days Claimed 17
Enrollment 3445
ADA 3103

Info[+]ables

School Breakfast

Free 913
Reduced 134
Paid 2394

National School Lunch

Free 913
Reduced 134
Paid 2394

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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Dec 2022 Claim - Approved - 01/06/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	98,964.75	98,964.75	0.00
National Lunch 2022	0.00	1,040,759.53	1,040,759.53	0.00
Illinois Free Breakfast & Lunch	216.58	1,044.26	827.68	216.58
National Breakfast 2023	6,076.57	20,163.22	14,086.65	6,076.57
National Lunch 2023	49,906.17	158,169.57	108,263.40	49,906.17

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month: Dec 2022
Days of Operation: 12/01/2022 - 12/22/2022
Days Claimed: 16
Claim Source: Sponsor

Status: Approved
Type: Claim
Date Received: 01/06/2023
Date Approved: 01/06/2023

Last Updated: jenniferezap

Submitted by: jenniferezap

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 2022

School Breakfast - Breakfast

Non-Severe Need

Free 103
Reduced 11
Paid 124

School Breakfast - Breakfast

Severe Need

Free 1919
Reduced 50
Paid 1036

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 8807

National School Lunch - Lunch

60% or more Eligible

Free 8807
Reduced 689
Paid 9327

Statistics

Number of sites 8

School Breakfast

Days Claimed 16
Enrollment 3436
ADA 3068

National School Lunch

Days Claimed 16
Enrollment 3436
ADA 3068

Eligibles

School Breakfast

Info[+]

National School Lunch

Free 957
Reduced 99
Paid 2380

Free 957
Reduced 99
Paid 2380

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Jan 2023 Claim - Approved - 02/06/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	215.62	1,259.88	1,044.26	215.62
National Breakfast 2023	5,951.81	26,115.03	20,163.22	5,951.81
National Lunch 2023	49,713.30	207,882.67	158,169.57	49,713.30

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Jan 2023	Status	Approved
Days of Operation	01/09/2023 - 01/31/2023	Type	Claim
Days Claimed	16	Date Received	02/06/2023
Claim Source	Sponsor	Date Approved	02/06/2023
Last Updated: jenniferazop		Submitted by: jenniferazop	

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Non-Severe Need	
Free	1959	Free	117
		Reduced	6
		Paid	137
School Breakfast - Breakfast		Illinois Free Lunch - Lunch	
Severe Need		Illinois Free Lunch	
Free	1842	Free	8822
Reduced	77		
Paid	1013		
		National School Lunch - Lunch	
		60% or more Eligible	
		Free	8822
		Reduced	749
		Paid	8751

Statistics

Number of sites	8		
School Breakfast		National School Lunch	
Days Claimed	16	Days Claimed	16
Enrollment	3466	Enrollment	3466
ADA	3169	ADA	3169

Eligibles

School Breakfast		National School Lunch	
Info[+]			
Free	990	Free	990
Reduced	104	Reduced	104
Paid	2372	Paid	2372

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2023 Program: SNP

Saved Successfully.

SNP Sponsor Claim

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Feb 2023 Claim - Approved - 03/07/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	256.22	1,516.10	1,259.88	256.22
National Breakfast 2023	7,504.99	33,620.02	26,115.03	7,504.99
National Lunch 2023	57,843.78	265,726.65	207,882.87	57,843.78

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month: Feb 2023
Days of Operation: 02/01/2023 - 02/28/2023
Days Claimed: 18
Claim Source: Sponsor

Status: Approved
Type: Claim
Date Received: 03/07/2023
Date Approved: 03/07/2023

Last Updated: jenniferezap

Submitted by: jenniferezap

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 2504

School Breakfast - Breakfast

Non-Severe Need

Free 153
Reduced 11
Paid 151

School Breakfast - Breakfast

Severe Need

Free 2351
Reduced 104
Paid 1077

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 10307

National School Lunch - Lunch

60% or more Eligible

Free 10307
Reduced 899
Paid 9840

Statistics

Number of sites 8

School Breakfast

Days Claimed 18
Enrollment 3471
ADA 3137

National School Lunch

Days Claimed 18
Enrollment 3471
ADA 3137

Info[+]

School Breakfast

Free 989
Reduced 106
Paid 2376

National School Lunch

Free 989
Reduced 106
Paid 2376

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

Quick Links

Version

[Site Claims](#)

[Claim Rates](#)

48: Mar 2023 Claim R1 - Sent to FRIS - 04/18/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	264.10	1,780.20	1,780.20	0.00
National Breakfast 2023	7,522.08	41,142.10	41,142.10	0.00
National Lunch 2023	59,560.77	323,302.80	325,720.48	0.00

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Mar 2023	Status	Approved-Sent to FRIS
Days of Operation	03/01/2023 - 03/24/2023	Type	Claim
Days Claimed	18	Date Received	04/18/2023
Claim Source	Rate Eligibility Recalc by ISBE	Date Approved	04/18/2023
Last Updated: TFS-138111		Submitted by: jenniferezap	

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast	School Breakfast - Breakfast
No IL FREE funding remaining.	Non-Severe Need
Free2485	Free173
	Reduced15
	Paid162
School Breakfast - Breakfast	Illinois Free Lunch - Lunch
Severe Need	No IL FREE funding remaining.
Free2312	Free10720
Reduced118	
Paid1136	
National School Lunch - Lunch	
Less than 60% Eligible	
Free10720	
Reduced947	
Paid9986	

Statistics

Number of sites	8		
School Breakfast		National School Lunch	
Days Claimed	18	Days Claimed	18
Enrollment	3495	Enrollment	3495
ADA	3177	ADA	3177

Eligibles

School Breakfast	National School Lunch
Free1007	Free1007
Reduced107	Reduced107
Paid2381	Paid2381

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2023 Program: SNP

Saved Successfully.

SNP Sponsor Claim

Quick Links

[Site Claims](#)
[Claim Rates](#)

Version

Apr 2023 Claim - Approved - 05/05/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,778.33	0.00
Illinois Free Breakfast & Lunch	282.50	2,062.70	1,780.20	282.50
National Breakfast 2023	7,897.86	49,039.96	41,142.10	7,897.86
National Lunch 2023	63,410.83	386,713.63	325,720.48	60,993.15

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month: Apr 2023
Days of Operation: 04/03/2023 - 04/28/2023
Days Claimed: 19
Claim Source: Sponsor

Status: Approved
Type: Claim
Date Received: 05/05/2023
Date Approved: 05/05/2023

Last Updated: jenniferezop

Submitted by: jenniferezop

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 2636

School Breakfast - Breakfast

Non-Severe Need

Free 196
Reduced 7
Paid 164

School Breakfast - Breakfast

Severe Need

Free 2440
Reduced 124
Paid 1101

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 11489

National School Lunch - Lunch

Less than 60% Eligible

Free 11489
Reduced 994
Paid 10304

Statistics

Number of sites 8

School Breakfast

Days Claimed 19
Enrollment 3499
ADA 3187

National School Lunch

Days Claimed 19
Enrollment 3499
ADA 3187

Info[+]

School Breakfast

Free 1034
Reduced 117
Paid 2348

National School Lunch

Free 1034
Reduced 117
Paid 2348

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2023 Program: SNP

Saved Successfully.

SNP Sponsor Claim

Quick Links

[Site Claims](#)
[Claim Rates](#)

Version

May 2023 Claim - Approved - 06/07/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	106,219.68	106,219.68	0.00
National Lunch 2022	0.00	1,094,324.52	1,097,776.33	0.00
Illinois Free Breakfast & Lunch	314.06	2,376.76	2,062.70	314.06
National Breakfast 2023	9,187.94	58,227.90	49,039.96	9,187.94
National Lunch 2023	70,483.16	457,196.79	386,713.63	70,483.16

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month: May 2023
Days of Operation: 05/01/2023 - 05/30/2023
Days Claimed: 21
Claim Source: Sponsor

Status: Approved
Type: Claim
Date Received: 06/07/2023
Date Approved: 06/07/2023

Last Updated: jennifereazop

Submitted by: jennifereazop

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 3071

School Breakfast - Breakfast

Non-Severe Need

Free 231
Reduced 16
Paid 169

School Breakfast - Breakfast

Severe Need

Free 2840
Reduced 156
Paid 1195

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 12632

National School Lunch - Lunch

Less than 60% Eligible

Free 12632
Reduced 1149
Paid 11963

Statistics

Number of sites 8

School Breakfast

Days Claimed 21
Enrollment 3472
ADA 3188

National School Lunch

Days Claimed 21
Enrollment 3472
ADA 3188

Info (+) -ibles

School Breakfast

Free 1027
Reduced 117
Paid 2328

National School Lunch

Free 1027
Reduced 117
Paid 2328

Exhibit E: School Year 2023-2024 Sponsor Claims for Reimbursement

Organization: Hawthorn CCSD 73
Type: Claim
RCDT: 34-049-0730-04
Status: Approved
Program Year: 2024
Program: SNP

SNP Sponsor Claim

Quick Links

Version

[Site Claims](#)
[Claim Rates](#)

Aug 2023 Claim - Approved - 09/06/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	907.21	59,135.11	58,227.90	907.21
National Lunch 2023	14,291.89	471,488.68	457,196.79	14,291.89
Illinois Free Breakfast & Lunch	116.76	116.76	0.00	116.76

Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month: Aug 2023
Days of Operation: 08/24/2023 - 08/31/2023
Days Claimed: 6
Claim Source: Sponsor
Last Updated: jenniferezap

Status Type: Approved Claim
Date Received: 09/06/2023
Date Approved: 09/06/2023
Submitted by: jenniferezap

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free	308
------	-----

School Breakfast - Breakfast

Non-Severe Need

Free	93
Reduced	5
Paid	40

School Breakfast - Breakfast

Severe Need

Free	215
Reduced	12
Paid	142

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free	2611
------	------

National School Lunch - Lunch

Less than 60% Eligible

Free	2611
Reduced	466
Paid	2406

Statistics

Number of sites: 8

School Breakfast

Days Claimed	6
Enrollment	3352
ADA	3074

National School Lunch

Days Claimed	6
Enrollment	3352
ADA	3074

Eligibles

School Breakfast

Free	886
------	-----

National School Lunch

Free	886
------	-----

Reduced

178

Paid

2288

Reduced

178

Paid

2288

Organization: Hawthorn CCSD 73 Type: Claim
RCDT: 34-049-0730-04 Status: Approved
Program Year: 2024 Program: SNP

Saved Successfully.

SNP Sponsor Claim

Quick Links

[Site Claims](#)
[Claim Rates](#)

Version

Sep 2023 Claim - Approved - 10/06/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	5,563.10	64,698.21	59,135.11	5,563.10
National Lunch 2023	51,064.64	522,553.32	471,488.68	51,064.64
Illinois Free Breakfast & Lunch	439.80	556.56	116.76	439.80

+ Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Sep 2023	Status	Approved
Days of Operation	09/01/2023 - 09/29/2023	Type	Claim
Days Claimed	19	Date Received	10/06/2023
Claim Source	Sponsor	Date Approved	10/06/2023
Last Updated: jennifernozop		Submitted by: jennifernozop	

Sponsor Notes

8 site(s) included out of 8 sites approved
Illinois Free Breakfast - 8 site(s)
School Breakfast - 8 site(s)
National School Lunch - 8 site(s)
Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 1825

School Breakfast - Breakfast

Non-Severe Need

Free 356
Reduced 44
Paid 201

School Breakfast - Breakfast

Severe Need

Free 1469
Reduced 101
Paid 874

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 9170

National School Lunch - Lunch

Less than 60% Eligible

Free 9170
Reduced 1742
Paid 9401

[Info\(+\)](#)

Statistics

Number of sites 8

School Breakfast

Days Claimed 19
Enrollment 3367
ADA 3110

National School Lunch

Days Claimed 19
Enrollment 3367
ADA 3110

Eligibles

School Breakfast

Free 947
Reduced 190
Paid 2230

National School Lunch

Free 947
Reduced 190
Paid 2230

Organization: Hawthorn CCSD 73 Type: Claim
 RCDT: 34-049-0730-04 Status: Approved
 Program Year: 2024 Program: SNP

SNP Sponsor Claim

Quick Links Version

[Site Claims](#)
[Claim Rates](#)

Oct 2023 Claim - Approved - 11/03/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	0.00	64,698.21	64,698.21	0.00
National Lunch 2023	0.00	522,553.32	522,553.32	0.00
Illinois Free Breakfast & Lunch	497.56	1,054.12	556.56	497.56
National Breakfast 2024	7,650.84	7,650.84	0.00	7,650.84
National Lunch 2024	55,920.73	55,920.73	0.00	55,920.73

Hawthorn CCSD 73 (34-049-0730-04)

Claim Data

Claim Month	Oct 2023	Status	Approved
Days of Operation	10/02/2023 - 10/31/2023	Type	Claim
Days Claimed	20	Date Received	11/03/2023
Claim Source	Sponsor	Date Approved	11/03/2023
Last Updated: jenniferezap		Submitted by: jenniferezap	

Sponsor Notes

8 site(s) included out of 8 sites approved
 Illinois Free Breakfast - 8 site(s)
 School Breakfast - 8 site(s)
 National School Lunch - 8 site(s)
 Illinois Free Lunch - 8 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 2415

School Breakfast - Breakfast

Non-Severe Need

Free 377
 Reduced 42
 Paid 177

School Breakfast - Breakfast

Severe Need

Free 2038
 Reduced 242
 Paid 1287

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 10024

National School Lunch - Lunch

Less than 60% Eligible

Free 10024
 Reduced 1881
 Paid 10676

Statistics

Number of sites 8

School Breakfast

Days Claimed 20
 Enrollment 3382
 ADA 3113

National School Lunch

Days Claimed 20
 Enrollment 3382
 ADA 3113

Eligibles

[Info \[+\]](#)

School Breakfast

Free 907
 Reduced 178
 Paid 2297

National School Lunch

Free 907
 Reduced 178
 Paid 2297

Exhibit F: Equipment and Implementation Costs

All equipment and implementation costs are controlled by Hawthorn District #73.

Exhibit F: FSMC Equipment List

To be completed by the SFA

****These costs are the responsibility of the Selected FSMC and are not to be billed back to the district.****

Equipment Costs by Line Item

Item	Description	Estimated Cost
1	Example Food Transportation Vehicle	\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
Total Estimated Cost 0		\$ -

Exhibit G: Current Operational Labor

Exhibit G: Minimum Operational Labor and Benefits

To be completed by the SFA1													
Minimum Staffing and Pay rates for school year (2023-2024)													
School/Site	Job Title	Hourly Rate (\$/hr)	Daily Hours	Insert Annual numbers				Total Annual Wage (\$)	Place an X to indicate				
				Annual Work Days	Annual Paid Sick Days	Annual Paid Holiday s	Annual Paid Vacation Days		Medical Insurance	Dental	Vision	SFA Employee	FSMC Employee
District	Food Service Director	\$ 36.00	8	260		8		\$ 74,880.00	Employee	X	X		X
Elementary South	Cook/Lead	19	7	174		1		\$ 23,275.00					X
Elementary South	Server	16	7	174		1		\$ 19,600.00					X
Aspen Elementary	Cook	16	6.5	174		1		\$ 18,200.00					X
Aspen Elementary	Server	14.5	3	174		1		\$ 7,612.50					X
Middle School South	Lead	16.5	7.5	174		1		\$ 21,656.25					X
Middle School South	Server	15.5	7.5	174		1		\$ 20,343.75					X
Middle School South	Server	14.5	6	174		1		\$ 15,225.00					X
Middle School South	Server	14.5	4.5	174		1		\$ 11,418.75					X
Towline & Dual Elementary	Cook/Lead	16.5	8	174		1		\$ 23,100.00					X
Towline & Dual Elementary	Cook/Lead	17	8	174		1		\$ 23,800.00					X
Towline & Dual Elementary	Server	15.5	8	174		1		\$ 21,700.00					X
Towline & Dual Elementary	Server	15	8	174		1		\$ 21,000.00					X
Towline & Dual Elementary	Server	15	3.5	174		1		\$ 9,187.50					X
Middle School North	Cook/Lead	15.5	7	174		1		\$ 18,987.50					X
Middle School North	Server	14.5	7	174		1		\$ 17,762.50					X
Middle School North	Server	14.5	7	174		1		\$ 17,762.50					X
Elementary North	Cook	15.5	7	174		1		\$ 18,987.50					X
Elementary North	Server	15	7	174		1		\$ 18,375.00					X
Hawthorn School for Young Learners	Server	15.5	7	174		1		\$ 18,987.50					X
Total Minimum Estimated Labor:									\$	421,861.25			

Exhibit H-1: Projected Operational In-School Revenue

Exhibit H-1: Projected Operations— Revenue, Page 1 In-School Revenue

To be completed by the SFA Data based on School Year (2023-2024)						
Breakfast Programs	No. Meals		Price		Total	
Elementary Full Price	10,080	X	\$	1.40	=	\$14,112.00
Middle School Full Price	0	X	\$	-	=	\$0.00
High School Full Price	0	X	\$	-	=	\$0.00
Reduced Price	1,260	X	\$	0.40	=	\$504.00
Subtotal Breakfast	11,340					\$14,616.00
Lunch Program						
Elementary Full Price	89,100	X	\$	3.25	=	\$289,575.00
Middle School Full Price	0	X	\$	-	=	\$0.00
High School Full Price	0	X	\$	-	=	\$0.00
Reduced Price	16,740	X	\$	0.40	=	\$6,696.00
Subtotal Lunch	105,840					\$296,271.00
After School Care Snack Program						
Full Price	0	X	\$	-	=	\$0.00
Reduced Price	0	X	\$	-	=	\$0.00
Adult	0	X	\$	-	=	\$0.00
Subtotal Snacks	0					\$0.00
Special Functions						
Catering						\$ -
Other						
SMP Revenue						\$ -
A la Carte, if applicable. Includes sales from adults, staff, smart snacks, milk cartons, extra entrees, second meals, etc						\$ -
Vending Machine Sales Total Revenue						\$ -
Other, please detail (Catering)						\$ -
Total In-School Revenue						\$310,887.00

Exhibit H-2: Projected Operational Federal Reimbursement Revenue

Exhibit H-2: Projected Operations—Revenue, Page 2 Federal and State Reimbursement

To be completed by the SFA
Data based on School Year (2023-2024)

Federal	No. Meals	Federal Reimbursement Rate				Total
Breakfast Program						
Free	17,280	X	\$	2.28	=	\$39,398.40
Free, Severe Need	0	X	\$	-	=	\$0.00
Reduced Price	1,260	X	\$	1.98	=	\$2,494.80
Reduced Price Severe Need	0	X	\$	-		\$0.00
Full Price	10,080	X	\$	0.38	=	\$3,830.40
Total Breakfast	28,620					\$45,723.60
Lunch Program						
Free	86,940	X	\$	4.25	=	\$369,495.00
Reduced Price	16,740	X	\$	3.85	=	\$64,449.00
Full Price	89,100	X	\$	0.40	=	\$35,640.00
Total Lunch	192,780					\$469,584.00
After School Care Snack Program						
Free	0	X	\$	-	=	\$0.00
Reduced Price	0	X	\$	-	=	\$0.00
Full Price	0	X	\$	-	=	\$0.00
Total Snacks	0					\$0.00
Special Milk Program, If applicable						
Special Milk Program	0	X	\$	-	=	\$0.00
Total Special Milk Program						\$0.00
Summer Food Service Program If applicable						
Breakfast	0	X	\$	-	=	\$0.00
Lunch/Supper	0	X	\$	-	=	\$0.00
Snacks	0	X	\$	-	=	\$0.00
Total SFSP	0					\$0.00
Child and Adult Care Food Program If applicable						
ARAS Snack	0	X	\$	-	=	\$0.00
ARAS Supper	0	X	\$	-	=	\$0.00
AM/PM Snack	0	X	\$	-	=	\$0.00
Total CACFP	0					\$0.00
Total Federal Reimbursement 0						\$515,307.60

State	No. Meals	State Reimbursement Rate				Total
Illinois Free Match						
Free Lunch	86,940	X	\$	0.04	=	\$3,477.60
Free Breakfast	17,280	X	\$	0.04	=	\$691.20
Total State Reimbursement Ø						\$4,168.80

Exhibit H-3: Total Projected Operational Revenue

Exhibit H-3: Projected Operations—Revenue, Page 3 <i>Total Revenue</i>

To be completed by the SFA

Total In-School Revenue (from EX-H-1)	\$310,887.00
Total Federal Reimbursement (from EX- H-2)	\$515,307.60
Total State Reimbursement (from EX H-2)	\$4,168.80
Total Revenue Ø	\$830,363.40

Exhibit I: Projected School District/Operational Calendar

*Calendar for 2024-2025 is not available at this time



Hawthorn District 73 At A Glance Calendar for 2023-2024

Approved: Jan 19, 2023

August 2023				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21-23: Teacher Institute Days

24: First Day of School K-8

28: First Day of School Pre-K

November 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

21: P/T Conferences
(Non Attendance Day)

21-24: Non-Attendance Day

September 2023				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4: Non-Attendance Day

22: Lincoln Non-Attendance Day

25: Non-Attendance Day

December 2023				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

8: Lincoln Non-Attendance Day

25-29: Non-Attendance Day

October 2023				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

6: Lincoln Non-Attendance Day

9: Non-Attendance Day

20: Teacher Institute Day

January 2024				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1-5: Non-Attendance Day

15: Non-Attendance Day

February 2024				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

5: Lincoln Non-Attendance Day

16: P/T Conferences
(Non Attendance Day)

19: Non-Attendance Day

March 2024				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4: Non-Attendance Day

15: Lincoln Non-Attendance Day

25-29: Non-Attendance Day

April 2024				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1: Lincoln Non-Attendance Day

May 2024				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

27: Non-Attendance Day

31: Tentative Last Day of
School

June 2024				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3-7: Emergency Days

SCHOOL CLOSING MAKE-UP DAYS (in the order that they will be used)

1 - June 3, 2024

2 - June 4, 2024

3 - June 5, 2024

4 - June 6, 2024

5 - June 7, 2024

Exhibit J: Local Wellness Policy

6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent will ensure:

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the program of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, Curriculum Content.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See policies 6:60, Curriculum Content and 7:260, Exemption from Physical Education
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See policies 6:60, Curriculum Content and 7:260, Exemption from Physical Education
- The curriculum will be consistent with and incorporate relevant Illinois Learning Standards for Physical Development and Health as established by the Il. State Board of Education (ISBE).

Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, Food Services (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) Smart Snacks rules). In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of competitive foods, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and

3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, Food Services, i.e., in-school marketing of food and beverage items must meet competitive food standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan

In collaboration with the District’s local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students;
2. Implement the Plan throughout the District;
3. Ensure that Plan complies with Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program;
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District’s community. Properly means in accordance with all federal regulations and State and Local health and sanitation codes.

Monitoring

At least every three years, the Superintendent shall provide implementation data and/or reports to the Board concerning this policy’s implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District’s implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- How the District will make the results of the assessment available to the public Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, Board Policy Development.

Community Involvement

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the

community. Community involvement methods shall align their suggestions and comments to policy 2:140, Communications To and From the Board and/or the **Community Engagement** subhead in policy 8:10, Connection with the Community.

Recordkeeping

The Superintendent shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

LEGAL REF.: Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004. 42 U.S.C. §1771 et seq., Child Nutrition Act of 1966. 42 U.S.C. §1751 et seq., National School Lunch Act. 42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010. 42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

50 ILCS 205/, Local Records Act.

105 ILCS 5/2-3.139 and 5/2-3.189.

23 Ill.Admin.Code Part 305, Food Program.

ISBE's School Wellness Policy Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

Adopted: May 18, 2023

Exhibit K: Proposal Evaluation Summary Sheet

Proposal Evaluation Summary Sheet

Evaluation committees should be composed of a minimum of 3 evaluators.

Committee Member	Name of Proposer 1	Name of Proposer 2	Name of Proposer 3	Name of Proposer 4	Name of Proposer 5
Totals					

Company recommended for contract award: _____

Instructions:

Record each committee member's name in the 1st column. Record the name of each proposer. Record each member's total score for each proposer. Total all responses. The proposer with the highest score is the most responsive and responsible offeror. This completed form, must be submitted to the Illinois State Board of Education Nutrition Department along with the [Pre-Contract Award Summary Sheet](#) and other required documentation outlined on the *Pre-Contract Award Summary Sheet* prior to the contract award. **Duplicate this form as necessary.**

A signature below affirms that the scores provided were independently derived, without influence, bias, or edit, for the purpose of evaluating the proposals submitted for the FSMC. Further, by signing below, each Evaluation Committee member affirms that a conflict of interest does not exist regarding the responsive proposers for this FSMC RFP and Contract.

Signed: _____ Committee Member 1

Signed: _____ Committee Member 2

Signed: _____ Committee Member 3

Signed: _____ Committee Member 4

Signed: _____ Committee Member 5

Signed: _____ Committee Member 6

Signed: _____ Committee Member Lead