

Request for Proposal (RFP):

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

RFP issued by: Aurora West School District 129
1877 W. Downer Place
Aurora, IL. 60506

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RFP Release Date: 4/4/2024

RFP Submission: Completed proposals must be submitted no later than 5/23/2024 by 2:00 pm.
See proposal for detailed instructions.

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 Request for Proposal or subsequent Awarded Contract.

READ SOLICITATION CAREFULLY!

This institution is an equal opportunity provider.

REQUEST FOR PROPOSAL (RFP)

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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 afterschool 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 preprimary 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 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

DESCRIPTION OF EVENT	DATE	TIME
RFP RELEASE DATE (PUBLIC NOTICE/DIRECT SOLICITATION)	4/4/2024	N/A
DEADLINE FOR PRE-PROPOSAL CONFERENCE QUESTIONS	4/11/2024	4:00 PM
PRE-PROPOSAL CONFERENCE AND SITE VISIT	4/18/2024	10:00-2:00
FINAL DEADLINE FOR QUESTIONS	5/6/2024	4:00 PM
ANSWERS TO SUBMITTED QUESTIONS DISTRIBUTED*	5/15/2024	4:00 PM
DEADLINE FOR PROPOSAL SUBMISSIONS	5/23/2024	2:00 PM
PUBLIC PROPOSALS OPENING	5/23/2024	2:00 PM
NEGOTIATIONS (BEST AND FINAL OFFER DUE BY)	5/30/2024	4:00 PM
PUBLIC BOARD MEETING DISCUSSION	6/3/2024	6:00 PM
AWARD PROTEST DEADLINE	6/10/2024	12:00 PM
PUBLIC BOARD MEETING APPROVAL	6/17/2024	6:00 PM
NOTICE OF INTENT TO AWARD SENT TO SELECTED FSMC	6/18/2024	N/A
ANTICIPATED START DATE OF APPROVED CONTRACT	8/1/2024	N/A

*Throughout the solicitation process, **all addenda/addendum/amendments, including all questions and answers, must be submitted to ISBE for review** and the SFA must receive notice the documents comply with Federal rules and regulations prior to distributing addenda/addendum/amendments 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.

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

SECTION 1

INSTRUCTIONS TO FSMC

- 1.1. Hereinafter, school food authority (SFA) shall refer to Aurora West School District 129.
- 1.2. Hereinafter, food service management company (FSMC) shall refer to the contractor awarded this Contract.
- 1.3. **Notice of Proposal:** This RFP seeks "Proposals" from FSMCs willing to operate the SFA's food service program at facilities outlined in Exhibit A. The FSMC will provide onsite management and operational support for the SFA food program. 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 on the awarded contract.

Please note the District will only consider proposals from FSMC for meals prepared at a District site. All meals are to be served by the Food Service Management Company's employees.

- 1.4. **Pre-proposal meeting and facility tour information:** A meeting with interested FSMCs to review specifications, to clarify any questions, and for a walk-thru of the facilities with school officials will be on April 18, 2024 at 10:00 a.m.-12:00 p.m. at the District Administration Center at 1877 W. Downer Place, Aurora, IL, 60506. All FSMCs that intend to respond to this RFP are highly encouraged to attend. The facility tour will run from 12:00 p.m.-2:00 p.m. Photography, of any type, will be permitted.
- 1.5. **Questions:** Questions related to this Request for Proposal must be submitted in writing prior to 4:00 p.m. on May 6, 2024. All questions should be e-mailed to Angela Smith at akdsmith@sd129.org AND Dina Voice at davoice@sd129.org. Questions from the pre-proposal meeting and site visit must also be presented in writing. SFA will acknowledge receipt of questions within 2 working days of receipt. Responses will be issued in writing in the form of written addenda and shall become part of this contract.
- FSMC presentations will not be required and may not be requested.
 - FSMC taste testing will not be required and may not be requested.
 - Written communication will override any verbal communication between any FSMC and SFA.
- 1.6. **Proposal submission date:** Proposals must be submitted in a sealed envelope prior to 2:00 p.m. on May 23, 2024. The outside of the envelope must contain the following language: "**Proposal for Food Service Management Company.**" Where proposals are sent by mail to the Aurora West School District 129, the Proposer shall be responsible for their delivery to the appropriate address before the advertised date and hour for the receipt of the proposals. If the mail is delayed beyond the date and hour set for the proposal receipt, proposals thus delayed will not be considered and will be returned unopened.

If you are unable to provide a proposal, please state so on the Proposal Summary Form located within this proposal document and return the form by the Proposal Submission Date so that the Board of

Education may know that your company has been provided an opportunity to submit a proposal and that you will welcome receipt of similar invitations to submit a proposal in the future.

Proposals are to be addressed to:
Aurora West School District 129
1877 W. Downer Place, Aurora, IL 60506
ATTN: Angela Smith, Assistant Superintendent of Operations

A public proposals opening will take place on May 23, 2024 at 2:00 p.m. at the address above. Proposals will be opened and results will be read aloud. Proposals not received by 2:00 p.m. will not be considered and will be returned unopened. Post marks or dating of documents will be given no consideration in the case of late proposals.

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 proposal contact 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 SFA. 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.

- 1.7. **Clarification of Instructions:** If clarification of the specifications/instructions is required, the SFA will clarify the specifications/instructions in the form of an addendum issued to all prospective proposers. If the SFA issues any changes to this Request for Proposal (RFP), acknowledgement of receipt of such changes must be made to the SFA in writing, signed by an individual authorized to legally bind the proposer, and included in the FSMC's proposal. If changes to the RFP are not acknowledged, the SFA retains the right to reject the proposal as non-responsive. No addenda will be issued within 7 working days of the time and date set for the proposal opening. Should the SFA determine that clarification of the specifications/instructions is necessary within 7 working days of the time and date set for the proposals opening, the time and date set for the proposals opening will be delayed to allow issuing any addenda.
- 1.8. **Legislative Changes:** 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 the SFA (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful proposers with the opportunity to modify their proposals to reflect such legislative changes.
- 1.9. **Discussions:** By requesting 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 the RFP. The SFA reserves the right to reject any and all Proposals and to cancel this RFP when there are sound documented reasons to do so. The SFA shall not be held responsible for any expenses incurred in the preparation of subsequent presentation of the Offeror's response to this RFP.

The SFA reserves the right, at any time after opening and prior to award, to request from any Offeror clarification, 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 in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Offeror. The SFA 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 the SFA. An individual authorized to legally bind Offeror shall sign responses to any request for clarification.

Issuance of the RFP in no way constitutes a commitment by the SFA 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 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 the SFA's request for information, documents, or references within the time specified.
- Offeror's response limits the rights of the SFA.
- 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 the SFA or employees/agents of the SFA.
- 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.

The SFA 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.

- 1.10 **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 foods terms is not permitted.

The SFA will engage in negotiations.

Contract negotiations will be conducted in a fair and equitable manner. As will 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.

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. The Best and Final price is due by 4:00 pm on May 30, 2024.

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.

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.

- 1.11 **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 is 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 the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of Contract.
- 1.12 **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 offerors 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 a SFA 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, when 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.

- 1.13 **Method of Award:** Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The SFA scoring committee will review the Proposals using the evaluation criteria found in this RFP. In addition, the scoring committee will conduct a pre-award audit and check references.

The SFA will award each Proposal independent of other Proposals. As part of the evaluation process, the SFA may request samples of meals or other products and services.

- 1.14 **RFP Estimations:** Quantities reflected in this RFP are estimates based on the SFA's combined claims for the 2022-23 and 2023-24 School Year and projected increases or decreases based on the federal guidelines and anticipated student participation in the SFA'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 the RFP *using the format 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 the RFP. No other documents submitted with the Proposal will affect the contract provisions contained herein, and there may be no modifications to the contract language.

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 company of obligation with respect to this RFP. The SFA 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 Angela Smith, Assistant Superintendent of Operations, at akdsmith@sd129.org.

- 2.2 **Awarded Contract:** The awarded contract is effective for a one-year period beginning August 1st, 2024 and ending July 31st, 2025 (the "Term") with up to four (4) one-year renewals with mutual agreement between the SFA and the Selected FSMC.

The Awarded Contract between the SFA 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 SFA 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 the SFA at the time of renewal. Renewal of Awarded Contract does not constitute an offer by SFA for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment

Any proposed terms and conditions listed in Offeror's Proposal may be considered by SFA. 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 SFA's terms and conditions by an Offeror and another Offeror which accepted SFA'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. SFA must be the

originator of the amendment. ***Amendment(s) presented by Selected FSMC will be denied.*** Awarded Contract, addendums, or amendments is limited to assuring compliance with federal and state procurement requirements.

2.3 **Termination:** SFA or Selected FSMC may terminate the whole or any part of the Awarded Contract, by written notice from the other party, in any one of the following circumstances:

- a. **Termination without cause:** Either the SFA or FSMC can terminate the Awarded Contract *without cause* with a sixty (60) day written notification mailed certified or personally delivered to the other party.
- b. **Termination with cause:** Either party may terminate the Awarded Contract for cause upon sixty (60) days written notice mailed or personally delivered to the other party (Reference 7 CFR 210.16(d)) except for the conditions for cause as follows:
 - If Selected FSMC fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by SFA.
 - If Selected FSMC fails to make progress as to endanger performance of the Awarded Contract in accordance with its terms.
 - If either party fails to comply with any of the material terms and conditions of the Awarded Contract. Such termination shall become effective if notified party does not cure such failure within a period of ten (10) days after written notice of default.
 - If either party is declared insolvent or bankrupt.
 - Notwithstanding the provisions listed above, the SFA may immediately terminate the Awarded Contract with written notice to Selected FSMC for breach/neglect as determined by the SFA when considering such items as:
 1. Failure to maintain and enforce required standards of sanitation,
 2. Failure to maintain proper insurance coverage as outlined by the Awarded Contract,
 3. Failure to provide required periodic information/statements, or
 4. Failure to maintain quality of service at a level satisfactory to the SFA.

Upon termination, SFA 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 the SFA 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 the SFA for payments in accordance with this Contract.

Notwithstanding the notice period above, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA 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 the SFA determines that the FSMC lacks the financial resources to perform under the Contract.

Neither the FSMC nor SFA 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 ("Act of God") provided that the delayed party: (i) gives the other party prompt notice of such cause and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. The SFA 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 Awarded FSMC:** If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the 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, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any Contractor default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the Contractor upon demand.

2.5 **Exceptions and Deviations:** The terms and conditions contained in this RFP will be included in the resulting Awarded Contract. SFA 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 nonresponsive. 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 attaching it the Offeror's Proposal and labeling it as "*Offeror's Exceptions and Deviations.*"

All exceptions must be approved by the SFA and reviewed and approved by ISBE prior to acceptance by the SFA. All exception(s) must be included with Offeror's Proposal.

No exceptions or deviation 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 **Right to investigate Proposer's Ability to Fulfill Contract Terms:** Aurora West School District 129 reserves the right to make such investigation as is necessary to determine the ability of the proposer to fulfill any and all proposal requirements and contract terms. Representatives from Aurora West School District 129 reserve the right to inspect the proposer's facilities and any other food service operations under its management prior to any award of a contract.

- 2.7 **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 FSMC shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in the subsequent Contract Terms must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annual rate for December of the current school year. 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 the Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods (see section 7.2).

- 2.8 **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 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, 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.

- 2.9 **Contract Bond Requirements:** A bid deposit shall be in the form of a Surety Bond issued by a bonding company authorized to do business in Illinois or a Cashier's Check and shall be made payable to Aurora West School District 129 in the amount of 5% of the total estimated cost of the annual contract. No other form of bid deposit will be considered. All proposals without a Surety Bond or Cashier's Check will be disqualified and will be considered as non-responsive. Failure of the FSMC to execute the contract and proceed with the services, the FSMC shall forfeit the check or the SFA shall be entitled to the principal amount of bid bond as liquidated damages. No mistakes or errors on the part of the FSMC shall excuse the FSMC or entitle the FSMC to a return of the check or bid bond. No FSMC may withdraw a proposal for a period of 90 days after the date of the opening thereof. The bid bonds or checks will, with the exception of those of the three lowest proposals, be returned within seven days after the opening of proposals and the remaining checks or bid bonds will be returned when the contract is executed, and all required bonds have been provided.
- 2.10 **Performance Bond Requirements:** The SFA may, at its discretion, require the successful proposer to obtain a performance bond in the amount of ten percent (10%) of the total estimated contract amount. The SFA reserves the right to require the bond on a year by year basis. In the event that the SFA demands the issuance of such bond for the first year of the contract, it will reimburse the FSMC for the cost of the bond. If the SFA demands the issuance of a bond for subsequent years of the contract, it will reimburse the FSMC, plus the increase in cost of obtaining said bond, if any. In the event that the cost of the bond increases, the SFA reserves the right to require the FSMC to submit at least three quotes from eligible Surety companies. The performance bond shall guarantee the contractor's performance or the duties imposed on it pursuant to the contract and bid specifications and indemnifies the SFA from any loss resulting from the failure of the Contractor to fully perform each and all of said duties. If the bond is required, it shall be placed with Surety Company or companies having a policy holders' rating not lower than "A" and a financial rating not lower than "AAA" in Best Insurance Guide (current edition).
- 2.11 **No relief for errors or omissions:** All proposals shall be submitted with each space properly completed. The special attention of proposer is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and proposers will be held strictly to the bids as submitted. Should a proposer find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, proposer shall advise the purchasing official listed in Section 2.1 by email with specification of the claimed problems which must be received during regular working hours at least 10 days before the date set for proposal opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective proposers by means of addenda.

- 2.12 **Fully informed:** Submission of a proposal by a FSMC will be construed as an indication the FSMC is fully informed of and can offer the services satisfactorily in compliance with the specifications and conditions contained herein.
- 2.13 **Solicitation withdrawal or changes:** Proposals may be withdrawn by letter, email or in person prior to the time and date established for the opening of proposals.
- 2.14 **Code of Conduct/Ethics Procedures:** All SFA employees are expected to maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members and others. No employee of the SFA will accept gifts or be extended any form of gratuity, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or subcontracts. Situations in which the interest is not substantial, or the gift is an unsolicited item of nominal value must comply with the State law and SFA Board policy.
- 2.15 **Protest Procedures:** Protests must be submitted in writing to Angela Smith at akdsmith@sd129.org with the specific reasons and criteria as to the nature of the protest. Any protest must be sent within 5 business days of Contract Award. Protests are due by Monday, June 10 at noon CT. Anyone failing to protest by the given date waives the right to protest. If the protesting FSMC is not satisfied with the decision, they may ask that the protest be considered by the Chief School Business Official if a written request is received within 5 business days from the date of the SFA's written decision. The Board may decide to hear the appeal or move forward with the award of the contract at their discretion.
- 2.16 All solicitations shall remain valid and subject to acceptance for a period of 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.
- 2.17 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.
- 2.18 All prospective proposers must completely inspect the facilities and equipment prior to the solicitation due date and prior to submitting a proposal, if 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 the SFA, that may be required to carry out the intent of the resulting Contract.
- 2.19 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 SFA upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said SFA, or has failed to perform faithfully any previous contract with the SFA.
- 2.20 All completed solicitations and supporting documentation submitted shall be the property of the SFA.
- 2.21 **Supporting Documents:** Until such time as a Contract is awarded, no proposer, prospective or otherwise, shall be provided access to any supporting proposal documents received by the SFA. All supporting proposal documents shall be held strictly confidential and shall be reviewed and evaluated solely by SFA employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as 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 SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA 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 the SFA'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.

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

- The District is not subject to Federal Excise Tax or Illinois Sales or Retailers Occupational Tax. Proposals should not include sales or excise tax.
- Proposals will be made available in compliance with the Freedom of Information Act.
- The SFA will make such investigation as is necessary to determine the ability of the FSMC to fulfill proposal requirements. The FSMC shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the proposal if requested.
- The Board of Education reserves the right to reject any proposal if it is determined that the FSMC is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is considered to be in the best interest of the District. Any such decision shall be considered final. All items proposed shall be new unless otherwise specified in the requirements.
- The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.
- The successful proposer will be required to enter into a contract incorporating the terms and conditions of this RFP.

2.23 **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.

SECTION 3

SCOPE OF SERVICES

- 3.1 The selected FSMC shall operate in conformance with the SFA's Permanent Agreement/Policy Statement with ISBE for the selected programs below. Selected FSMC shall provide services sufficient to operate these programs 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 programs may be considered in the future. The SFA 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, the SFA 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 the SFA 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)
- After School Snack Program (ASSP)
- A la Carte Sales

- 3.2 The food service shall be managed to promote maximum participation in the Child Nutrition Programs. The SFA is looking for a FSMC to do the following:
- a.) To provide an appealing and nutritionally sound school breakfast, school lunch, snack, a la carte and summer program for students as economically as possible that meet all requirements of the National School Lunch and School Breakfast programs of the United States Department of Agriculture (USDA), and the Illinois State Board of Education (ISBE).
 - b.) To provide a management support structure that will ensure the Aurora West School District 129 school meals and programs are held in positive regard by students, staff and the public.
 - c.) To provide ongoing professional development that ensures a customer service driven approach to a quality school meals program.
- 3.3 The food service management company (FSMC) shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.
- 3.4 The FSMC shall provide the type of food service at sites as specified on Exhibit A for approximately 173 annual serving days during each Term of the Contract.
- 3.5 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 3.6 The SFA may at any time during the Term of the Contract add or remove sites and/or meal periods for programs covered by this contract unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.7 The SFA 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 and/or substantive Contract change.

- 3.8 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.9 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the SFA in any fashion.
- 3.10 The 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.
- 3.11 The SFA 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 United States Department of Agriculture regarding Child Nutrition Programs.
- 3.12 **Community Eligibility Provision (CEP)**: All seventeen (17) District schools with food service provided are approved under the CEP provision. All schools had CEP applications accepted on July 1, 2023 and will remain CEP until June 30, 2027. The District has plans to continue under the CEP provision as long as is financially feasible.
- 3.13 **Fresh Fruit and Vegetable Program (FFVP)**: The SFA has two sites that participate in the FFVP for the 2023-2024 school year. These schools are Hill Elementary and Hall Elementary. The District typically provides FFVP for 2-3 elementary sites per year and has plans to continue this practice for the length of this contract. The selected FSMC shall be expected to provide the food and labor for the FFVP and will invoice the SFA according to the stipulations provided under FFVP.
- 3.14 **Summer Food Service**: The SFA typically has 2-4 sites that offer Extended School Year (ESY) or summer school classes. The selected FSMC would be expected to provide breakfast (SBP) and lunch (NSLP) for these selected sites. The schools that will be hosting summer school/ESY in June and July of 2024 are Fearn Elementary, Smith Elementary, Jefferson Middle School and West Aurora High School.

SECTION 4

SCHOOL FOOD AUTHORITY RESPONSIBILITIES

- 4.1 The SFA shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and non-program food 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).
- 4.3 The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.4 **Monitoring:** The SFA shall monitor the service through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations (Reverence 7 CFR 210.8).

The records necessary for the SFA 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 the SFA upon request for the purpose of auditing, examination, and review. (Reference [7 CFR 210.23\(c\)](#), [7 CFR 210.8\(a\)\(5\)](#), [7 CFR 210.16](#), and [7 CFR 250.54\(b\)](#) and other applicable laws).

- 4.5 **FSMC Performance Monitoring:** When the SFA contracts with a 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, in 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 a 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.

- 4.6 The SFA 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.
- 4.7 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.8 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.
- 4.9 The SFA shall retain signatory authority on the Illinois State Board of Education *Annual School Application for Participation in Child Nutrition, Illinois Free Breakfast and Lunch, Child and Adult Care Food Program (CACFP) and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *Permanent Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.10 The SFA 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,
 - Edit checks of meal count data against the product of the eligibility data times an attendance factor, and
 - A system for following up on those meal counts which suggests the likelihood of meal count problems.
- 4.11 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the specified Term of this Contract in the SFA'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.
- 4.12 The SFA 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.
- 4.13 The SFA shall assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
- 4.14 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. (Reference 7 CFR 210.16(a)(8)).
- 4.15 **Dietary Accommodations:** The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the FSMC complies with all special dietary accommodation requirements. Substitutions 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 medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.

4.16 **Free and Reduced-Price Meals Policy:**

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

4.17 The SFA shall be responsible for resolution of program reviews and audit findings.

4.18 **Professional Standards for School Nutrition Programs Personnel:** The SFA director must ensure that the FSMC employees providing services for the school meal programs have the required Professional Standard Regulations annual training pursuant to 7 CFR 210.30. Therefore, the SFA must require the FSMC to provide documentation showing the training hours and topics completed by the employees.

SECTION 5

SELECTED FSMC RESPONSIBILITIES

- 5.1 The FSMC shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry.
- 5.2 The FSMC shall serve, on such days and at such times as requested by the SFA:
 - 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
 - 5.2.2 Lunches, priced as a unit, which meet USDA requirements
 - 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
 - 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
 - 5.2.5 Provide fresh fruits and vegetables and associated supplies as part of the USDA Fresh Fruit and Vegetable Program
 - 5.2.6 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.3 Currently, all the sites served by the SFA have been approved under the Community Eligibility Provision (CEP). Should this expire for any of the SFA sites, the FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.
- 5.4 The FSMC shall implement the collection procedures as specified by the SFA and approved by the Illinois State Board of Education.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B-1 for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the SFA 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 Food-Based Meal Pattern as designated herein by the SFA for each Term of the Contract, if applicable. Meals must adhere to all calorie ranges and meet the nutrition standards for National School Lunch, School Breakfast, and/or summer meals programs for the age/grade groups of school children as listed in Exhibit C.
- 5.7 The serving sizes provided by the SFA on the 21-day cycle menu(s) in Exhibit B-1 are, in most cases based on the required minimum serving sizes stated in Exhibit C. 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 stated in Exhibit C, the 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 Food-Based Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).
- 5.8 The 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 National School Lunch, School Breakfast, School Snack and/or summer meals programs, as applicable.
- 5.9 The SFA shall establish and the Selected FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8)).

- 5.10 The FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in the SFA's Local Wellness Policy. The FSMC shall remain informed of increasing industry standards and assist the SFA in modifying its Local Wellness Policy to reflect the highest current nutrition-related standards. Refer to Exhibit J.
- 5.11 The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- 5.12 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.
- 5.13 **Substitutions and Meal Modifications:** The FSMC is required to substitute 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 a medical or special dietary need. Refer to the requirements outlined in Section 4.
- 5.14 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.
- 5.15 The FSMC shall comply with all local and state sanitation requirements.
- 5.16 The FSMC shall promote efforts to increase Child Nutrition Program participation in all the sites listed within this RFP.
- 5.17 It will be the joint responsibility of the SFA and the 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 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.
- 5.18 **Additional Services:** The Selected FSMC may provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFA's students will be the primary beneficiaries.
- 5.19 **Staff Training:** 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, Civil Rights, professional standards regulations, POS system, how to operate kitchen equipment, food safety and sanitation.
- 5.20 **Professional Standards for School Nutrition Programs Personnel:** In accordance with Professional Standards for State and Local 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 the SFA working under the terms and conditions of the Awarded Contract. (Reference 21 CFR 210.30). 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).

The 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.

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

- 5.21 **Performance Reviews:** At the SFA's discretion, the SFA may conduct performance reviews of the FSMC's performance under the Contract. Any services performed under this Contract shall be subject to a performance review. The FSMC shall cooperate with the SFA in these reviews, which may require the FSMC to provide records of its performance. Performance reviews may be used by the SFA to determine whether to enter into future contractual relationships with the FSMC, including subsequent Contract renewal Terms, as applicable. Performance reviews may include, but are not limited to:
- Completion and performance of contractual services rendered;
 - Adherence to the meal pattern and food specification requirements, including quality and variety;
 - Performance on SFA On-Site Reviews and status of required corrective action, if any;
 - Performance on State and/or Federal reviews and status of required corrective action, if any;
 - Participation trends, including program participation compared to a la carte sales;
 - Responsiveness of local staff and management to the SFA's needs, including the Advisory Board and Local Wellness Committee, as applicable; and
 - Responsiveness of regional management to the SFA and local staff/management.
- 5.22 **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.
- 5.23 **Detailed Invoices:** The FSCM shall provide detailed, monthly invoices **BY LOCATION**. These invoices must include the total served and rate for each type of meal and must be separated by location.

SECTION 6

FOOD DISTRIBUTION PROGRAM

- 6.1 Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA'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.
- 6.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA. The SFA and FSMC must order USDA Foods on the Illinois Commodity System (ICS) in quantities sufficient to receive and credit the SFA for USDA Foods totaling at least 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 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. The 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.
- 6.3 The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA's food service.
- 6.4 The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service. Commercially-purchased foods shall not be substituted for these foods.
- 6.5 The 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 the SFA, in the SFA's food service.
- 6.6 The FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the SFA's food service. The FSMC must credit the SFA for all USDA Foods received for use in the SFA'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.
- 6.7 Credit issued by the 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.
- 6.8 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).
- 6.9 The SFA 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).
- 6.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the

full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service.

- 6.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Illinois State Board of Education or processor as applicable.
- 6.12 The SFA reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- 6.13 The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The 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 the SFA's food service.
- 6.14 The 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 the SFA, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.
- 6.15 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 6.16 The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The Illinois Recipient Agency Processing Contract, Illinois State Master Processing Contract, or National Processing Contract 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 FSMC must credit the SFA for the full value of all USDA Foods received for use in the SFA'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 6.19 below).
- 6.17 The FSMC shall not enter into subcontracts for further processing of USDA Foods.
- 6.18 The FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods. The FSMC 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 school year 2024-2025. USDA food entitlement value for school year 2023-2024 was \$518,450. Estimated USDA foods entitlement value for school year 2024-2025 is \$512,453.
- 6.19 ***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 the SFA as a line-item credit on the applicable invoice.***
- 6.20 If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA 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 the SFA. Such credit shall be issued to the SFA on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 6.21 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and/or non-processed USDA Foods.

- 6.22 The SFA, 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 FSMC's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.
- 6.23 The FSMC must return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- 6.24 At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 6.25 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service.
- 6.26 The proposal rate per meal must be calculated as if no USDA Foods were available.

SECTION 7

PURCHASES/BUY AMERICAN

- 7.1 The FSMC shall retain title of all purchased food and nonfood items.
- 7.2 If the Selected FSMC is procuring goods or services which are being charged to the SFA under the Awarded Contract (e.g. equipment), the Selected FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the Selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.
- 7.3 The 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.).
- 7.4 **Written Procurement Procedures:** The Selected FSMC must follow written procurement procedures established by the SFA when making purchases on behalf of the SFA. These written procedures must be compliant with federal, state, and local government procurement rules and regulations. Written procurement procedures will need to be kept on file at the SFA. These written procurement procedures will need to be made available during the SFA's procurement review along with all procurement review along with all procurement records.

When making purchases on behalf of the SFA, the Selected FSMC may substitute its own procurement procedures. In this event, the Selected FSMC must provide a copy of its procurement procedures to the SFA for approval by the SFA and procurement record requirements. Selected FSMC procurement procedures when used must be compliant with SFA's procurement procedures as well as be compliant with federal, state, and local government procurement rules and regulations.

- 7.5 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 7.6 The 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 SFA.
- 7.7 The SFA 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 the SFA.
- 7.8 The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- 7.9 **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 the SFA participates, USDA Regulation 7 CFR 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 SFAs to purchase, to the maximum extent practicable, domestic commodities or products, including foods or food products. 7 CFR 250.17(e).

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

SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs 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 product (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 the SFA.

For the purpose of the Awarded Contract the requirement means that applicable goods and services procured on behalf of or by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product’s food component is considered the agricultural commodity. FNS defines 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 the SFA’s nutrition program are 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 the SFA, 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:

- Request consideration from SFA (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 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.

7.10 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

7.11 For the duration of the Contract and all subsequent renewal Terms, as applicable, the 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, Exhibit B-1, and the food specifications contained herein.

SECTION 8

USE OF FACILITIES, EQUIPMENT AND STORAGE

8.1 The Selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA's agreement with ISBE.

8.2 **Facilities**

- The SFA 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.
- The Selected FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in the Contract without the express written consent of the SFA.
- The Selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- The SFA shall return facilities and equipment to the Selected FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
- The SFA shall provide sanitary toilet facilities for the Selected FSMC employees.
- The Selected FSMC is responsible and liable for any physical, personal, property damages caused by any subcontractors or staff used by the FSMC for the purposes of this Contract.
- The SFA reserves the right, at 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.
- The SFA shall have access, with or without notice to the Selected FSMC, to all SFA facilities used by the Selected FSMC for inspection and audit purposes.

8.3 **Inventory**

- Prior to the start of initial operations, the Selected FSMC and the SFA 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 the SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the 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 the SFA's premises are the property of the SFA and not on loan from the Selected FSMC. The Selected FSMC shall **never** remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without authorization from SFA. 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.
- In section II, "Designation of Program Expenses to be completed by SFA", Section 12 of this RFP, if SFA designates itself under column II (SFA) 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), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the 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 the SFA.
- The Selected FSMC shall maintain the inventory of silverware, tableware, kitchen utensils, and other operating items necessary of the food service operation and at the inventory level as specified by the SFA.

8.4 **Equipment**

- The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules and regulations.
- The Selected FSMC and SFA shall inventory the equipment and supplies owned by the SFA 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.
- The SFA 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 the SFA. 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 and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- The Selected FSMC shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all FSMC-owned property and equipment.
- The Selected FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the SFA.
- The Selected FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment without the permission of the SFA.
- The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, service and/or delivery of school meals.
- The Selected FSMC shall provide written notification to the SFA of any equipment belonging to the Selected FSMC within ten days of its placement on SFA premises.
- The Selected FSMC shall retain title to all FSMC-owned property and equipment when placed in service.
- The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the Selected FSMC and located on SFA premises.
- The Selected FSMC shall surrender all SFA owned equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted. An inventory file must be presented to the SFA 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 the SFA.
- The SFA 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.
- 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 SFA facilities.
- The SFA shall retain title to all SFA-owned 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, the SFA can return the property to the Selected FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

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

- The Selected FSMC will purchase equipment, or other supplies for the food service program, as listed in Exhibit I, in an amount not to exceed \$25,000. Any purchase greater than \$25,000 shall have prior written approval from the SFA Assistant Superintendent of Operations. All equipment owned by the current contractor is listed in Exhibit I. The FSMC awarded the Contract shall be responsible for providing and installing, as applicable, all equipment as listed in Exhibit I, if necessary, for the provision of the contractual services required by the Contract.

- The Selected FSMC will not purchase marketing materials for the food service program without prior written approval of the SFA. The FSMC awarded the Contract shall be responsible for providing and installing, as applicable, all marketing materials as deemed necessary to meet the terms of this contract, 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 the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA 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 the SFA as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacture logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA 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 the SFA. 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, the SFA 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.

8.6 Except as otherwise expressly provided in this contract, the Selected FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the 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 the SFA, its employees or agents. This clause shall survive termination of the Awarded Contract.

8.7 The SFA and the Selected FSMC shall work together to ensure a financially sound operation.

SECTION 9

FOOD SAFETY AND SANITATION

- 9.1 The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
- 9.2 The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the Selected FSMC preparing or serving meals at any SFA facility.
- 9.3 The Selected FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the 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.
- 9.4 **The Food Handling Regulation Enforcement Act:** The Selected FSMC must adhere to The Food Handling Regulation Enforcement Act (410 ILCS 625) which includes the requirements of 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.
- 9.5 The SFA shall remove all garbage and trash from the designated areas.
- 9.6 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
- 9.7 The 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 the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 9.8 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 9.9 The SFA shall provide extermination services as needed.
- 9.10 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.
- 9.11 The FSMC may send dirty trays to West Aurora High School to be cleaned if that school doesn't have the appropriate dish washing equipment.
- 9.12 The SFA, 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 Term, including the right to be present during preparation and delivery of meals.
- 9.13 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 10

EMPLOYEES

- 10.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state 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.

- 10.2 The Selected FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of 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.
- 10.3 **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.
- 10.4 The FSMC and SFA 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 the SFA staff.
- 10.5 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.
- 10.6 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.
- 10.7 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history records checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per *The School Code of Illinois*, 105 ILCS 5/10-21.9. The SFA may perform this task for the FSMC and require reimbursement. Furthermore, the FSMC is not permitted to employ on the premises of the SFA any employee who has been convicted of an offense as described in 105 ILCS 5/21-23a.
- 10.8 For each FSMC employee, the FSMC shall perform periodic 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). All results must be provided to the SFA.
- 10.9 The Selected FSMC shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the SFA due to a conviction of a crime listed in 105 ILCS 5/10-21.9(c) and 105 ILCS 5/21B-80 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Selected FSMC shall make every employee who will be sent to any school building or school property and who will have direct, daily contact with pupils available to the SFA for submitting to a fingerprint-based criminal history records

check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The Selected FSMC will reimburse the SFA for the costs of the checks. The SFA must provide a copy of the report to the individual employee but is not authorized to release it to the Selected FSMC. The FSMC may not assign any employee to perform work for SFA in a position involving direct daily contact with pupils if the SFA objects to the assignment pursuant to this paragraph.

- 10.10 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:

- Has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was fake, unfounded or unsubstantiated;
- 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
- 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.

- 10.11 The SFA shall submit to the FSMC a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit G which must be used for bid calculation purposes at a minimum initial Contract Term cost to the FSMC of \$2,222,086.
- The 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).
- 10.12 The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit G throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.
- 10.13 In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA'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.
- 10.14 The FSMC must ensure that the employees' hours listed on Exhibit G are not used for catering or special functions.

- 10.15 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.
- 10.16 Upon written request of the SFA, the FSMC will remove any 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 SFA policies, procedures, and practices.
- 10.17 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 10.18 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.
- 10.19 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.
- 10.20 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service. The SFA retains final approval authority for the FSMC's local management position(s).
- 10.21 The 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.
- 10.22 **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 proposed standards for SFA employees are summarized in the following:

Summary of Required Minimum Continuing education/ Training Standards for ALL LEA/SFA Sizes

New and Current Directors	<p>Annually, at least 12 hours of continuing education/ training.</p> <p>Includes topics such as:</p> <ul style="list-style-type: none"> • 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. <p>This required continuing education/training is in addition to the food safety training required in the first year of employment.</p>
New and Current Managers	<p>Annually, at least 10 hours of continuing education/training.</p> <p>Includes topics such as:</p> <ul style="list-style-type: none"> • 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	<p>Annually, at least six hours of continuing education/training.</p> <p>Includes topics such as:</p> <ul style="list-style-type: none"> • 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)	<p>Each year, at least 4 hours of annual continuing education/training (regardless of number of part-time hours).</p>

SECTION 11

DESIGNATION OF PROGRAM EXPENSE

- 11.1 The FSMC guarantees to the SFA that the bid meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- 11.2 The SFA shall pay those expenses designated under Column II.

Description	Column I (Selected FSMC)	Column II (SFA)
Labor		
On site Managers and/or Supervisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Full time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee Benefits		
Life Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Medical/Dental Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retirement Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Holiday Pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tuition Reimbursement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Labor Relations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unemployment Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Food		
Commercial Foods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Foods		
Deliver Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Freight/ Handling Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storage/Warehouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Expenses		
Accounting		
Bank Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Processing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Recordkeeping	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Processing and Payment of Invoices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment— Nonexpendable over \$5,000, or lower local threshold per unit and expected to last over one year		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Description	Column I (Selected FSMC)	Column II (SFA)
Routine Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Major Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment—Expendable (e.g., trays, tableware, glassware, utensils)		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning/Janitorial Supplies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Insurance		
Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Insurance on Supplies/Inventory	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laundry and Linen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Office Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paper/Disposable Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Printing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Product Testing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotional/Marketing Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Taxes and License	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone		
Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Long Distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Medium of Exchange for Point of Service Counts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation of Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Removal		
From Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
From School Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Travel		
Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION 12

INVOICING AND PAYMENT TERMS

- 12.1 All proposals must be calculated based on the menu(s) in Exhibit B-1 and on the projected annual units provided on the *Bid Summary* form, both attached herein. All bids shall be submitted using the *Bid Summary* 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.
- 12.2 The proposed rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC and must not include the use of USDA Foods or any alternate pricing structure.
- 12.3 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), 245, 250, and 2 CFR 200, as applicable.
- 12.4 The Selected FSMC shall invoice SFA at the end of each month. No advance payments are allowed to be paid to the Selected FSMC.
- 12.5 The SFA shall pay the FSMC the fixed meal rate(s) and fixed management fee(s) within 30 days of submission of an invoice and for each monthly period of program operation.
- 12.6 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the Contract.
- 12.7 Only fixed meal price(s) described in this RFP and resulting Awarded Contract will be paid.
- 12.8 All fixed meal price(s) invoiced to SFA shall contain sufficient details to ensure contract fixed meal price(s) are being adhered to. 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.
- 12.9 SFA reserves the right to request additional details for any item on an invoice which groups more than one item together for payment.
- 12.10 A la Carte Equivalency Factor**
- For the purpose 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.
 - The Selected FSMC and SFA 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 2023. The a la carte equivalency factor to be utilized for the initial 2024–2025 Contract Term is \$4.755.
 - 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.

- 12.11 The FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the 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.
- 12.12 The SFA 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).
- 12.13 The FSMC must submit all invoices pertaining to the SFA nonprofit food service within 30 days of the last day of each month or the final day of the program. Failure by the FSMC to submit timely invoices to the SFA may result in the SFA not paying the invoice.
- 12.14 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 12.15 The fixed meal rate for meals must be calculated as if no USDA Foods were available.
- 12.16 **Detailed Invoices:** The FSMC must submit invoices broken out by location and must list the number of breakfasts, lunches, after-school snacks, summer meals, dinners, a la carte equivalents, and fresh fruits and vegetables served at each location.

SECTION 13

REVENUE

- 13.1 The SFA shall receive all revenue from the food service and food service areas, including but not limited to all state and federal reimbursements, Child Nutrition Program grants, sales from student meals, adult meals, vending machines and a la carte.
- 13.2 The food service revenue shall be used only for the SFA's nonprofit food service.
- 13.3 The food service revenue shall flow through the SFA's chart of accounts.
- 13.4 The Selected FSMC will annually provide SFA 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.
- 13.5 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.
- 13.6 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

SECTION 14
LICENSES, CERTIFICATIONS, AND TAXES

- 14.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law. The approximate prior annual cost for licenses/permits was \$12,000.
- 14.2 The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.
- 14.3 The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- 14.4 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.
- 14.5 The 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 FSMC certifies that it is not barred from bidding 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.
- 14.6 The Selected FSMC shall comply with all SFA building rules and regulations.

SECTION 15

RECORD KEEPING

- 15.1 The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly and annual reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the Selected FSMC prior to the preparation and submission of the claim for reimbursement.
- 15.2 The FSMC will submit a meal count records in a timely manner to facilitate claims submission by SFA no later than the tenth calendar day succeeding the month in which services were rendered. SFA will perform edit checks on the meal count records provided by FSCM prior to the preparation and submission of the claim for reimbursement. FSCM shall provide SFA with a year-end statement.
- 15.3 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 non-processed USDA Foods; and
 - Documentation of credits issued to the SFA for USDA Foods received.
- 15.4 Upon expiration or termination of the Contract, the FSMC shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA within 30 days of the Contract expiration or termination.
- 15.5 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.
- 15.6 The SFA 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 the SFA submits the final *Monthly Claim for Reimbursement* for the final fiscal year of the Contract, whichever occurs last.
- 15.7 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 the SFA, 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.

- 15.8 The Selected FSMC shall not remove federally required records from SFA premises.

SECTION 16

TERMS AND TERMINATION

- 16.1 This Contract is effective for a one-year period commencing August 1, 2024 or upon written acceptance of the Contract, whichever occurs last, through July 31, 2025 (the “Term”), with options to renew yearly not to exceed four additional years (each a renewal “Term”).
- 16.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 16.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 16.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 16.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA 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 the SFA for payments in accordance with this Contract.
- 16.6 Notwithstanding the notice period in paragraph 16.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA 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 the SFA determines that the FSMC lacks the financial resources to perform under the Contract.
- 16.7 If the FSMC fails to perform to the SFA’s satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the 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, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any Contractor default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the Contractor upon demand.
- 16.8 Neither the FSMC nor SFA 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 (“Act of God”). The SFA 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.

SECTION 17

GENERAL CONTRACT TERMS

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 17.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.
- 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 the SFA.
- 17.5 No course of dealing or failure of the SFA to enforce strictly 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 the SFA from making 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 the SFA and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects 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:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. 1861 et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794);
 - Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 - 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);
 - Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.” (August 11, 2000);
 - All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR 15 et seq.);
 - Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 - 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.

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

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

By 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 cancelled 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 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 3).
- 17.10 The Selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276 a-7) as supplemented by Department of Labor regulations (29 CFR 5).
- 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 SFA to do the following with contracting:
- a. The Selected FSMC and SFA must take all necessary affirmative steps to assure that minority business, 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 requirement, 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 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, the SFA and 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 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 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 the SFA or the FSMC. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.
- 17.16 **Indemnification:** To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the SFA 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 FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the 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 FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the FSMC’s employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 17.17 **Freedom of Information Act:** In order for the SFA to respond timely and appropriately to the requirements of the Illinois Freedom of Information Act (FOIA) [5 ILCS 140], the 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 the SFA a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as “REDACTED”, and the 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 SFA 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. The SFA will abide by the decisions of the Public Access Counselor.

17.18 **Confidential Information:** 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 shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the Term of the Contract or thereafter. The recipient 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 the disclosing Party, or notify the disclosing Party in writing of its destruction, if destruction is permitted by the disclosing Party. 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 disclosing Party'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 the SFA. 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 the SFA when no longer needed for the purposes for which they were provided, or at the SFA's written request, they shall be permanently destroyed and the Contractor shall provide written confirmation to the SFA upon the destruction of student records.

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 the SFA access 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, the SFA will endeavor not to 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. The SFA 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. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods.

Without limiting the foregoing and except for software provided by the SFA, the SFA 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 the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software, and the SFA shall not retain such software beyond the termination of the Awarded Contract.

- b. Any discovery, invention, software or programs paid for by the SFA shall be the property of the SFA to which the state agency and USDA shall have unrestricted rights including copyrights.

- 17.21 **Liquidated Damages:** The SFA expects and requires consistent high-level performance from its FSMC contractor. By submitting a proposal, each FSMC acknowledges and agrees that deficient delivery of services stated within this RFP in the school environment can and will cause disruption and damage to the educational program at the SFA, the amount and extent of which is difficult to calculate.

Therefore, the SFA reserves the right to impose the following liquidated damages. Any liquidated damages assessed by the SFA will be a credit to the SFA's monthly invoice as a separate line item for that month that the liquidated damage has occurred and assessed by the SFA.

INCIDENT	LIQUIDATED DAMAGE
Failure to maintain and enforce required standards of sanitation	\$500 per occurrence plus any penalties assessed against the SFA by federal, state or local agencies
Failure to maintain and enforce required health codes	\$500 per occurrence plus any penalties assessed against the SFA by federal, state, or local agencies
Failure to maintain state and/or local health certifications	\$500 per occurrence plus any penalties assessed against the SFA by federal, state or local agencies
Failure to obtain and maintain all applicable licenses, permits and health certifications required by federal, state and local law	\$500 per occurrence plus any penalties assessed against the SFA by federal, state or local agencies

- 17.22 **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, audiotope, 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, FDPIR, 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

MEAL PATTERN AND NUTRITIONAL STANDARDS

Nutrition Standards in the National School Lunch and School Breakfast Programs as of April 2023



	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	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1½
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^{d,e}	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) ⁱ	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) ^{j,k}	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) ^l	≤ 540	≤ 600	≤ 640	≤ 1,110	≤ 1,225	≤ 1,280
Trans fat	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

- a. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving of fruit and vegetables is ¼ cup. Minimum creditable serving of grain and meat/meat alternate is 0.25 oz eq.
- b. 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.
- c. At breakfast, schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first 2 cups per week of any substitution must be from the dark green, red/orange, beans/peas (legumes), or "other vegetable" subgroups as defined in §210.10(c)(2)(iii).
- d. Larger amounts of these vegetables may be served.
- e. 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).
- f. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- g. 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.
- h. There is no separate meat/meat alternate component in the SBP. In SBP, schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
- i. All fluid milk must be fat-free (skim) or low fat (1% fat or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.
- j. 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).
- k. 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.
- l. Beginning July 1, 2023 (SY 2023-2024) Sodium Interim Target 1A will take effect for the NSLP.

Vegetable Subgroups

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

<p>Dark Green Vegetables</p> <ul style="list-style-type: none"> ▪ bok choy ▪ broccoli ▪ collard greens ▪ dark green leafy lettuce ▪ kale ▪ mesclun ▪ mustard greens ▪ romaine lettuce ▪ spinach ▪ turnip greens ▪ watercress 	<p>Beans and Peas*</p> <ul style="list-style-type: none"> ▪ black beans ▪ black-eyed peas (mature, dry) ▪ garbanzo beans (chickpeas) ▪ kidney beans ▪ lentils ▪ navy beans ▪ pinto beans ▪ soy beans ▪ split peas ▪ white beans
<p>Starchy Vegetables</p> <ul style="list-style-type: none"> ▪ cassava ▪ corn ▪ fresh cowpeas, field peas, or black-eyed peas (not dry) ▪ green bananas ▪ green peas ▪ green lima beans ▪ plantains ▪ potatoes ▪ taro ▪ water chestnuts 	<p>Other Vegetables</p> <ul style="list-style-type: none"> ▪ artichokes ▪ asparagus ▪ avocado ▪ bean sprouts ▪ beets ▪ Brussels sprouts ▪ cabbage ▪ cauliflower ▪ celery ▪ cucumbers ▪ eggplant ▪ green beans
<p>Red & Orange Vegetables</p> <ul style="list-style-type: none"> ▪ acorn squash ▪ butternut squash ▪ carrots ▪ hubbard squash ▪ pumpkin ▪ red peppers ▪ sweet potatoes ▪ tomatoes ▪ tomato juice 	<p>Other Vegetables (continued)</p> <ul style="list-style-type: none"> ▪ 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>

Choose My Plate.gov, United States Department of Agriculture

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
<ul style="list-style-type: none"> 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 ¼ oz eq = 17 gm or 0.6 oz ½ oz eq = 11 gm or 0.4 oz ¾ oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz ¼ serving = 15 gm or 0.5 oz ½ serving = 10 gm or 0.4 oz ¾ serving = 5 gm or 0.2 oz
GROUP B	Oz Eq for Group B	Minimum Serving Size for Group B
<ul style="list-style-type: none"> 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 ¼ oz eq = 21 gm or 0.75 oz ½ oz eq = 14 gm or 0.5 oz ¾ oz eq = 7 gm or 0.25 oz	1 serving = 25 gm or 0.9 oz ¼ serving = 19 gm or 0.7 oz ½ serving = 13 gm or 0.5 oz ¾ serving = 6 gm or 0.2 oz
GROUP C	Oz Eq for Group C	Minimum Serving Size for Group C
<ul style="list-style-type: none"> Cookies³ (<i>plain – includes vanilla wafers</i>) Combread Com 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 ¼ oz eq = 26 gm or 0.9 oz ½ oz eq = 17 gm or 0.6 oz ¾ oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz ¼ serving = 23 gm or 0.8 oz ½ serving = 16 gm or 0.6 oz ¾ serving = 8 gm or 0.3 oz
GROUP D	Oz Eq for Group D	Minimum Serving Size for Group D
<ul style="list-style-type: none"> 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 ¼ oz eq = 42 gm or 1.5 oz ½ oz eq = 28 gm or 1.0 oz ¾ oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz ¼ serving = 38 gm or 1.3 oz ½ serving = 25 gm or 0.9 oz ¾ serving = 13 gm or 0.5 oz

Effective October 1, 2017

This institution is an equal opportunity provider

Form updated June 2022

GROUP E	Oz Eq for Group E	Minimum Serving Size for Group E
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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 = ¾ c or 1 oz, whichever is less ½ serving = ½ c or 0.5 oz, whichever is less

In 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 19

INSURANCE REQUIREMENTS

The FSMC shall obtain and keep in force during the term of this Contract, for the protection of the Aurora West School District 129 and the FSMC:

General Liability:

- \$1,000,000 Each occurrence-including Bodily Injury, Property Damage, Blanket Contractual Liability
- \$1,000,000 Personal injury and Advertising Injury
- \$1,000,000 Fire Damage Legal Liability
- \$3,000,000 General Aggregate Limit
- \$3,000,000 Products/completed Operations Limit

Coverage to be written on an occurrence form, and to include a “per job” aggregate endorsement

Automobile Liability:

- \$1,000,000 Combined Single Limit-Bodily Injury/Property Damage
- \$5,000 Medical Payments
- \$1,000,000 Uninsured Motorist/Underinsured Motorist

Worker’s Compensation:

- \$500,000 Employer’s Liability-Each Incident
- \$500,000 Employer’s Liability-Disease-Policy Limit
- \$500,000 Employer’s Liability-Disease-each Employee

Umbrella/Excess Liability:

- \$10,000,000 Each Occurrence
- \$10,000,000 Aggregate

All Insurance coverage shall be with a sound, reliable insurance company with an above average Bests’ rating and shall hold the Board of Education and the Aurora West School District 129 and its employees harmless from products and other liability incurred in the operation of this program.

A Certificate of Insurance evidencing such policies shall be provided to the SFA within 30 days of awarding the contract, but no later than the beginning of the contract. Said Certificate of Insurance shall include the following additional provisions:

1. Aurora West School District 129 shall be named as an “additional insured.” “The contractor’s insurance shall be primary and the certificate holders’ insurance shall be noncontributory.”
2. The contractor’s policies shall be endorsed to include “waiver of subrogation” in favor of the school district.
3. The contractor’s insurance policies shall contain a covenant by the issuing company that the policies shall not be canceled unless a thirty (30) day prior written notice of cancellation is given to Aurora West School District 129. The cancellation provisions of the Certificate of Insurance shall be amended to include “notice will be mailed.” Any wording like “endeavor to” shall be removed.
4. The insurance provisions shall remain open for review and may be changed at any time by the Aurora West School District 129.

SECTION 20

EVALUATION CRITERIA

Information on Evaluation Team/Scoring Committee: There is an evaluation team/scoring committee. All team members have explicit knowledge of SFA/FSMC food service and financial reporting and statements. Team members are Angela Smith, Ryan Abrahamson and Dina Voice. The lead is the expert on the procurement and will also train the evaluation team on the objectives/goals, scoring criteria, documentation/information and the scoring forms/rubric/process.

Scoring System: Summary of evaluation criteria: The criteria listed will be used to evaluation the proposals, and their weights (scores) must be carefully prepared and included in the RFP. These criteria must be followed and documented in evaluation 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. Promotion of health and well-being of students	10 Points
3. Local food products	5 Points
4. Hormone and pest practices	5 Points
5. Animal welfare	5 Points
6. Contracting with Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms	5 Points
7. NSLP Experience, Implementation Plan, Financial Stability and Pending Litigation	20 Points
8. Reference Verification	15 Points

Total Possible Points: 100

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:

1. Cost/Financial Proposal 35 Points

Minimum requirements for proposal evaluation:

- Qualified Meal Price

Documents required for evaluation of criteria:

- Form from Section 21 – Proposal Summary

2. Promotion of health and well-being of students

10 Points

Minimum requirements for proposal evaluation:

- Quality of the Food Program – Menu diversity including ethnic diversity
- Ability to provide scratch-cooked meals
- Ability to meet dietary restrictions

Documents required for evaluation of criteria:

- Describe philosophy for menu selection and food quality
- Menus and recipes indicating a variety of nutritious and creative options that include freshly prepared items
- Provide examples of dietary alternatives
- Provide evidence of increased student participation in current programs
- Provide a 21-day menu for breakfast and lunch (Exhibit B-1 and B-2 reflective of the minimum number of choices offered, portion sizes and must meet the Meal Pattern and Nutritional Requirements from Section 18.
- Please detail the specific ingredient guidelines and policies that will be followed to ensure the healthiest options will be made available to District students.

3. Local Food products

5 Points

Minimum requirements for proposal evaluation:

- Source from locally grown sources (within 150 miles of Aurora West School District 129 District office located at 1877 W. Downer Place, Aurora, IL 60506 without an impact to cost

Documents required for evaluation of criteria:

- Provide list of local vendors and product details, the items they supply along with proof they are a current/recent vendor

4. Hormone and pest practices

5 Points

Minimum requirements for proposal evaluation:

- Source food without added hormones and green pest practices for the health and well-being of consumers

Documents required for evaluation of criteria

- Provide a list of suppliers with evidentiary support of food without hormones and green pest practices

5. Animal welfare

5 Points

Minimum requirements for proposal evaluation:

- Consider animal welfare practices when sourcing food

Documents required for evaluation of criteria

- Provide documented evidence of current animal welfare policy and how your firm verifies vendor compliance with established policy

6. **Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

5 Points

Minimum requirements for proposal evaluation:

- Contract with Small and Minority Businesses, Women's Businesses, and Labor Surplus Area Firms when able without an impact to cost

Documents required for evaluation of criteria

- Provide a list of applicable current suppliers with their certificates
- Describe how your firm verifies supplier status and manage certificates

7. **NSLP Experience, Implementation Plan, Financial Stability and Pending Litigation**

20 Points

Minimum requirements for proposal evaluation:

- Must be of sufficient size and have experience to manage a food service operation to serve a 17-building School District with approximately 11,000 students from PreK to grade 12
- Must have a minimum of 5 years and minimum of 20 clients that have operated on the National School Breakfast and Lunch Programs

Documents required for evaluation of criteria

- Provide a detailed implementation plan for management, supervision, and staffing
- Provide staff resumes, job descriptions and organizational chart for key staff assigned to SFA
- Provide (3) years of audited financial statements certified by a licensed Certified Public Accounts firm
- Provide a comprehensive list of all pending litigation as well as all lawsuit judgements for the last five years

8. **Reference Verification**

15 Points

Minimum requirements for proposal evaluation:

- Must be of sufficient size and have experience to manage a food service operation to serve a 17-building School District with approximately 11,000 students from PreK to grade 12
- Must have a minimum of 5 years and minimum of 20 clients that have operated on the National School Breakfast and Lunch Programs

Documents required for evaluation of criteria

- Provide a list of school district references/contracts/clients (current or past) for the past 5 years of SFA comparable PreK-12 Districts with experience managing the National School Breakfast and Lunch Programs
- When identifying school district references, the contract with the referenced school district must have been with the same entity which is presenting the proposal to the SFA. The SFA will not consider new combinations, joint ventures or other entities which do not, as that entity, meet the qualification requirements identified herein.

- District reference/Client list must contain the following (sample provided):
 - Name of District
 - District Contact Person
 - Contact Phone number
 - Contact Email
 - Student Enrollment by Level (PreK, Elementary, Middle School, and High School)
 - Current or Previously Contracted with Dates
 - If Previous, please list the reason that the contract is no longer in place with your firm
 - Number of Years working with the District
 - NSLP District (Yes or No)

SAMPLE FORMAT

District Name	Contact Name	Contact Phone	Contact Email	Student Enrollment by Level	Current or Previous	Reason Contract not Extended	Years Contracted with District	NSLP District (Yes/No)
Aurora West SD 129	Angela Smith	630-301-5032	akdsmith@sd129.org	PreK – 520 Elem – 4450 MS – 2350 HS – 3650 Total - 10970	Previous	FSMC was not lowest responsive, responsible bidder	Five (5)	Yes

SECTION 21

PROPOSAL SUMMARY

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 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 FOODS WILL BE RECEIVED

School Nutrition Programs (SNP) / Seamless Summer Option (SSO)	Projected Annual Units	Rate Per Unit	Estimated Total**
1. Reimbursable Breakfast	1. 610,000	1. _____	1. _____
2. Reimbursable Lunch*	2. 1,400,000	2. _____	2. _____
3. Management Fee Per School Meal (breakfasts and lunches)	3. 2,010,000	3. _____	3. _____
4. A la Carte Equivalents Fee*	4. 66,000	4. _____	4. _____
5. A la Carte Management Fee	5. XXXXX	5. _____	5. _____
6. Reimbursable After-School Snack	6. 70,000	6. _____	6. _____
7. Summer Reimbursable Breakfast	7. 8,000	7. _____	7. _____
8. Summer Reimbursable Lunch	8. 7,000	8. _____	8. _____

Total Estimated Amount of Proposal** \$ _____

*Proposal rates 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

ACCEPTANCE OF CONTRACT

31-045-1290-22
Agreement Number

Aurora West School District 129
School Food Authority (SFA)

Date

Signature of Authorized SFA Representative

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.

	Aurora West School District 129
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 Mo./Day/Yr.
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IN ACCEPTING THIS OFFER, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

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

SECTION 23 PROPOSAL AGREEMENT

FSMC – COMPLETE SECTION BELOW

THE UNDERSIGNED HEREBY OFFERS to provide the services of an FSMC as specified in this proposal for the period of August 1, 2024 and ending July 31, 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 ➤		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

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 August 1, 2024 and ending July 31, 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

Aurora West School District 129

SFA Street Address 1877 W. Downer Place	City Aurora	State IL	Zip 60506
Signature of Authorized Representative ➤		Date Signed <i>Mo./Day/Yr.</i>	
Printed Name <i>First and Last</i> Angela Smith	Title Assistant Superintendent of Operations		
Email Address AKDSMITH@SD129.ORG	Phone <i>Area Code/No.</i> 630-304-5032	FAX <i>Area Code/No.</i> 630-844-4442	

SECTION 24
SOLICITATION CERTIFICATIONS

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 _____

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
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.

ISBE 85-34 (9/15)

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

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.

_____ <i>Organization Name</i>	_____ <i>PR/Award Number or Project Name</i>
_____ <i>Name of Authorized Representative</i>	_____ <i>Title</i>
_____ <i>Original Signature of Authorized Representative</i>	_____ <i>Date</i>

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
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

ISBE 85-37 (3/12)

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.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

Exhibit A-1: School/Site Data Form

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									
Fearn Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeman Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Goodwin Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greenman Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hall Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hill Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McCleery Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nicholson Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schneider Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smith Elementary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Herget Middle School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jefferson Middle School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jewel Middle School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washington Middle School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
West Aurora High School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hope D Wall School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
West Aurora Learning Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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															

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- SNP

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	
Fearn Elementary	462	462	0	0	215	0	0	215	247	0	0	247	\$0.00	30	0	0	30
Freeman Elementary	539	539	0	0	230	0	0	230	340	0	0	340	\$0.00	65	0	0	65
Goodwin Elementary	310	310	0	0	170	0	0	170	180	0	0	180	\$0.00	24	0	0	24
Greenman Elementary	541	541	0	0	321	0	0	321	408	0	0	408	\$0.00	74	0	0	74
Hall Elementary	532	532	0	0	228	0	0	228	340	0	0	340	\$0.00	40	0	0	40
Hill Elementary	555	555	0	0	342	0	0	342	410	0	0	410	\$0.00	100	0	0	100
McCleery Elementary	585	585	0	0	276	0	0	276	434	0	0	434	\$0.00	100	0	0	100
Nicholson Elementary	330	330	0	0	156	0	0	156	220	0	0	220	\$0.00	40	0	0	40
Schneider Elementary	353	353	0	0	151	0	0	151	222	0	0	222	\$0.00	24	0	0	24
Smith Elementary	407	407	0	0	278	0	0	278	278	0	0	278	\$0.00	60	0	0	60
Herget Middle School	575	575	0	0	50	0	0	50	485	0	0	485	\$19,865.00	10	0	0	10
Jefferson Middle School	557	557	0	0	45	0	0	45	473	0	0	473	\$31,296.00	20	0	0	20
Jewel Middle School	527	527	0	0	163	0	0	163	466	0	0	466	\$15,348.00	10	0	0	10
Washington Middle Sch	665	665	0	0	106	0	0	106	570	0	0	570	\$44,088.00	10	0	0	10
West Aurora High School	3442	3442	0	0	377	0	0	377	2150	0	0	2150	\$137,880.00	40	0	0	40
Hope D Wall School	167	167	0	0	100	0	0	100	116	0	0	116	\$0.00	0	0	0	0
West Aurora Learning Ctr	425	425	0	0	185	0	0	185	150	0	0	150	\$0.00	0	0	0	0
								0				0					
Total	10972	10972	0	0	3393	0	0	3393	7489	0	0	7489	\$248,477	647	0	0	647

*Do not include Special Functions

Exhibit A-3: School/Site Meal Service Information Form- SNP

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	
Fearn Elementary	1600 Hawksley Ln, North Aurora	K-5	Yes	On-site preparation	4	7:40-8:15	10:00-1:00	2:20-2:30	173
Freeman Elementary	153 S Randall Road, Aurora	PreK-5	Yes	On-site preparation	4	7:40-8:15	10:40-11:45	2:20-2:30	173
Goodwin Elementary	18 Poplar Place, North Aurora	K-5	Yes	On-site preparation	4	7:40-8:15	11:00-12:05	2:20-2:30	173
Greenman Elementary	729 W Galena Blvd, Aurora	PreK-5	Yes	On-site preparation	4	7:40-8:15	10:00-1:00	2:20-2:30	173
Hall Elementary	2001 Heather Dr, Aurora	K-5	Yes	On-site preparation	4	7:40-8:15	10:00-1:00	2:20-2:30	173
Hill Elementary	724 Penn Ave, Aurora	PreK-5	Yes	On-site preparation	4	7:40-8:15	10:00-1:00	2:20-2:30	173
McCleery Elementary	1002 Illinois Ave, Aurora	PreK-5	Yes	On-site preparation	4	7:40-8:15	10:00-11:55	2:20-2:30	173
Nicholson Elementary	649 N Main St, Montgomery	K-5	Yes	On-site preparation	4	7:40-8:15	10:00-12:10	2:20-2:30	173
Schneider Elementary	304 Banbury Rd, North Aurora	K-5	Yes	On-site preparation	4	7:40-8:15	10:40-12:10	2:20-2:30	173
Smith Elementary	1332 Robinwood Drive, Aurora	K-5	Yes	On-site preparation	4	7:40-8:15	10:00-12:10	2:20-2:30	173
Herget Middle Sch	1550 Deerpath Road, Aurora	6-8	Yes	On-site preparation	4	8:25-9:00	10:00-2:00	3:40-3:50	173
Jefferson Middle Sch	1151 Plum Street, Aurora	6-8	Yes	On-site preparation	4	8:25-9:00	11:38-1:35	3:40-3:50	173
Jewel Middle School	1501 Waterford Rd, North Aurora	6-8	Yes	On-site preparation	4	8:25-9:00	11:38-1:35	3:40-3:50	173
Washington Middle Sch	231 Constitution Dr, Aurora	6-8	Yes	On-site preparation	4	8:25-9:00	11:05-1:20	3:40-3:50	173
West Aurora High Sch	1201 W New York St, Aurora	9-12	Yes	On-site preparation	8	7:00-7:50	10:23-1:49	3:00-3:15	173
Hope D Wall School	449 W Indian Trail Ct, Aurora	PreK-12	Yes	On-site preparation	2	9:00-9:45	10:45-12:00	N/A	173
West Aurora Learn Ctr	1870 W. Galena Blvd, Aurora	PreK-12	Yes	On-site preparation	2	8:00-8:45	11:30-12:10	N/A	173
						-	-	-	

[1] List grade groups that have access to meal service.

[2] Enter yes or no for each location.

[3] If other is selected detail here:

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
Fearn Elementary	462	460	460	460
Freeman Elementary	539	540	540	540
Goodwin Elementary	310	315	320	320
Greenman Elementary	541	540	540	540
Hall Elementary	532	530	530	530
Hill Elementary	555	560	560	560
McCleery Elementary	585	585	585	585
Nicholson Elementary	330	330	330	330
Schneider Elementary	353	355	360	360
Smith Elementary	407	410	410	410
Herget Middle School	575	575	575	575
Jefferson Middle School	557	560	560	560
Jewel Middle School	527	530	535	540
Washington Middle School	665	665	665	665
West Aurora High School	3442	3400	3400	3400
Hope D Wall School	167	170	170	170
West Aurora Learning Center	425	425	425	425

Exhibit B-1: 21-DAY CYCLE MENU- BREAKFAST

SNP/SSO

For Grade Groups: Kindergarten - 12th Grade

	1	2	3	4	5
	Item	Item	Item	Item	Item
G	1 oz. WG Cereal Bowl	1 oz. Pop Tarts	2 oz. WG Cinnamon Mini Pull apart	1 oz. WG Chocolate Chip Muffin	2 oz. WG Glazed Bun
G or M/MA	2oz WG Waffles	1.5oz/1o Pizza	2oz Pancakes	2oz Mini French Toast Bites	2 oz. Strawberry Cream Cheese min bagel
F or V	1 cup Apple	1/2 c. Raisins	1 cup Apple	1/2 c. Dried Cranberries	1 cup Apple
F or V	1/2 Cup Pears	1/2 c. 100% Juice	1/2 cup Mixed Fruit	1/2 c. 100% Juice	1/2 cup Peaches
Milk	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment					
	6 Item	7 Item	8 Item	9 Item	10 Item
G	1 oz. WG Chocolate Tiger Bite	2 oz. Waffle snaps Maple	1 oz. WG Cereal Bowl	1 oz. WG Campfire Smore	2 oz. WG Yeast Donut
G or M/MA	2oz WG Waffles	1.5oz/1o Pizza	2oz Pancakes	2oz Mini French Toast Bites	2 oz. Strawberry Cream Cheese min bagel
F or V	1 cup Apple	1/2 c. Raisin	1 cup Apple	1/2 c. Dried Cranberries	1 cup Apple
F or V	1/2 Cup Pears	1/2 c. 100% Juice	1/2 cup Mixed Fruit	1/2 c. 100% Juice	1/2 cup Peaches
Milk	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment					
	11 Item	12 Item	13 Item	14 Item	15 Item
G	1 oz. WG Chocolate Oatmeal	2 oz. WG Apple Strudel Pastry	1 oz. WG Vanilla Chat	2 oz. Strawberry Cream Cheese bagel	1 oz. WG Blueberry Muffin
G or M/MA	2oz WG Waffles	1.5oz/1o Pizza	2oz Pancakes	2oz Mini French Toast Bites	2 oz. Strawberry Cream Cheese min bagel
F or V	1 cup Apple	1/2 c. Raisins	1 cup Apple	1/2 c. Dried Cranberries	1 cup Apple
F or V	1/2 Cup Pears	1/2 c. 100% Juice	1/2 cup Mixed Fruit	1/2 c. 100% Juice	1/2 cup Peaches
Milk	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment					
	16 Item	17 Item	18 Item	19 Item	20 Item
G	2 oz. UBR	1 oz. Cereal Bowl	2 oz. Waffles Snaps Choc Chip	1 oz. Cereal Bowl	2 oz. WG Cinnamon Raisin Bagel
G or M/MA	2oz WG Waffles	1.5oz/1o Pizza	2oz Pancakes	2oz Mini French Toast Bites	2 oz. Strawberry Cream Cheese min bagel
F or V	1 Cup Apple	1/2 c. Raisins	1 Cup Apple	1/2 c. Dried Cranberries	1 Cup Apple
F or V	1/2 Cup Pears	1/2 c. 100% Juice	1/2 cup Mixed Fruit	1/2 c. 100% Juice	1/2 cup Peaches
Milk	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice	1 c. Milk Choice
Condiment					
	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(s) 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 Patterns, the contractor awarded the contract is required to adjust 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 determination. G= GRAIN, M/MA= MEAT/MEAT ALTERNATIVE, F=FRUIT, V=VEGETABLE			
G	1 oz. Cereal Bar				
G or M/MA	2oz WG Waffles				
F or V	1 cup Apple				
F or V	1/2 Cup Pears				
Milk	1 c. Milk Choice				
Condiment					

SNP/SSO

100

[illegible]

Exhibit B-1: 21-DAY CYCLE MENU- LUNCH

SNP/SSO

For Grade Groups: 9TH - 12TH Grade					
	Dark Green	Red Orange	Beans/Peas	Starchy	Other
	1	2	3	4	5
	Item	Item	Item	Item	Item
G	2 oz. WG Bun	2 oz. WG tortilla shells	2 oz. Brown Rice	2 oz. WG Breading	2 oz. WG Bread
M/MA	2 oz. BBQ Pork Sandwich	2oz. Beef & Cheese Taco	2 oz. Teriyaki Chicken	1 oz. eac Spicy Chicken Strips	2 oz. Grilled Cheese Sandwich
F	1/2 c. Pears	1/2 c. Mixed Fruit	1/2 Cup Peaches	1/2 c. Pears	1/2 c. Mixed Fruit
V	3/4 c Mixed Vegetables	1/2 cup Pinto Beans	1/2 Cup Cucumbers	3/4 cup Cooked Carrots	3/4 cup Corn
V	1/2c Grade Tomatoes	1/2 Cup Baby Carrots	1/2 c. Diced Potatoes	1/2 cup Broccoli	1/2 cup Celery
Condiment	1/2 cup Oranges	1 cup Apple	1/2 Cup Banana	1/2 Cup Orange	1/2 cup Grapes
	6	7	8	9	10
	Item	Item	Item	Item	Item
G	2 oz. WG Bun	2 oz. WG tortilla shells	2 oz. Pasta	2 oz. WG Breading	2 oz. WG Bun
M/MA	2 oz. BBQ Chicken Sandwich	2 oz. Chicken Fajita	2 oz. Pasta w/Meatsauce	1 oz. Chicken Nuggets	2 oz. Sloppy Joe
F	1/2 c. Pears	1/2 c. Mixed Fruit	1/2 c. Peaches	1/2 c. Pears	1/2 c. Peaches
V	3/4 c Green Beans	1/2 cup Vegetarian Beans	1/2 Cup Cucumbers	3/4 cup Peas	3/4 cup Corn
V	1/2c Grade Tomatoes	1/2 Cup Baby Carrots	3-4 c. Cooked Carrots	1/2 cup Broccoli	1/2 cup Celery
Condiment	1/2 cup Oranges	1 cup Apple	1/2 Cup Banana	1/2 Cup Orange	1/2 cup Grapes
	11	12	13	14	15
	Item	Item	Item	Item	Item
G	2 oz. WG Breading	2 oz. WG Nachos	2 oz. Brown rice	2 oz. WG Bun	1 oz. Pasta
M/MA	2 oz. Chicken Corn Dog	2 oz. Nachos w/meat & Cheese	2 oz. Sweet & Sour Chicken	2 oz. Meatball Sub	2 oz. Mac & Cheese
F	1/2 c. Pears	1/2 c. Mixed Fruit	1/2 c. Peaches	1/2 c. Pears	1/2 c. Mixed Fruit
V	3/4 c Mixed vegetables	1/2 cup Black Beans	1/2 Cup Cucumbers	3/4 cup Peas	3/4 cup Corn
V	1/2c Grade Tomatoes	1/2 Cup Baby Carrots	3-4 c. Cooked Carrots	1/2 cup Broccoli	1/2 cup Celery
Condiment	1/2 cup Oranges	1 cup Apple	1/2 Cup Banana	1/2 Cup Apple	1/2 cup Oranges
	16	17	18	19	20
	Item	Item	Item	Item	Item
G	3 oz. Breeding & Bun	2 oz. WG tortilla shells	2 oz. Pasta	2 oz. Eggo Waffles	2 oz. WG Bun
M/MA	2 oz. Chicken Patty Sandwich	2 oz. Chicken Quesidilla	3 oz. Chicken Alfredo	2 oz. Turkey Sausage	2.5 oz. Cheeseburger
F	1/2 c. Pears	1/2 c. Mixed Fruit	1/2 c. Peaches	1/2 c. Pears	1/2 c. Peaches
V	3/4 c Green Beans	1/2 cup Pinto Beans	1/2 Cup Cucumbers	3/4 cup Peas	3/4 cup Corn
V	1/2c Grade Tomatoes	1/2 Cup Baby Carrots	3-4 c. Cooked Carrots	1/2 cup Broccoli	1/2 cup Celery
Condiment	1/2 cup Oranges	1 cup Apple	1/2 Cup Banana	1/2 Cup Orange	1/2 cup Grapes
	21	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(s) 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 Patterns, the contractor awarded the contract is required to adjust 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 determination. G= GRAIN, M/MA= MEAT/MEAT ALTERNATIVE, F=FRUIT, V=VEGETABLE			
G	2 oz. Pasta	1 cup milk choice served daily			
M/MA	2 oz. 3 Cheese Cavatappi				
F	1/2 c. Pears				
V	3/4 c Green Beans				
V	1/2c Grade Tomatoes				
Condiment	1/2 cup Oranges				

Exhibit B-1: 21-DAY CYCLE MENU- After School Snack

SNP

For Grade Groups: Kindergarten - 12th Grade

	1	2	3	4	5
	Item	Item	Item	Item	Item
G	1oz Choc Chip oatmeal Bar		1oz State & Capitals Crackers	1 oz WG Cheese Goldfish Cracker	1 oz WG Tiger Bites Cinnamon
M/MA		1 oz. Cheese Stick			
F or V	3/4 c. 100% Fruit Juice	1 c Apple	3/4 c 100% Fruit Juice	1 c Apple	3/4 c 100% Fruit Juice
Milk					
	6 Item	7 Item	8 Item	9 Item	10 Item
G	1 oz WG english Spanish Cracker	1 oz WG Bug Bites	1 oz WG Tiger Bites Crackers	1 oz Wg Scooby Doo Sticks	
M/MA					1 oz String Cheese
F or V	3/4 c 100% Juice	3/4 c 100% Fruit Juice	1 c Apple	3/4 c 100% Fruit Juice	1 c Apple
Milk					
	11 Item	12 Item	13 Item	14 Item	15 Item
G	1 oz WG Pretzel Goldfish Crackers	1 oz WG choc Tiger Cracker	1 oz Vanilla Chat	1 oz String Cheese	1 oz WG Blueberry Lemon Cracker
M/MA				1 c Apple	
F or V	3/4 c 100% Fruit Juice	1 c Apple	3/4 c. 100% Fruit Juice	1 c Apple	3/4 c 100% Fruit Juice
Milk					
	16 Item	17 Item	18 Item	19 Item	20 Item
G	1 oz Campfire Smore Bars	1 oz String Cheese	1 oz Wg Grahams	1 oz Wg Cheez-It cracker	1 oz WG Colored Goldfish Cracker
M/MA					
F or V	3/4c 100% Fruit Juice	1 c Apple	3/4 c 100% Fruit Juice	1 c Apple	3/4c 100% Fruit Juice
Milk					
	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(s) 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 Patterns, the contractor awarded the contract is required to adjust 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 determination.			
G	1 oz Strawberry Oatmeal Bar				
M/MA					
F or V	1 c Apple				
Milk					

G= GRAIN, M/MA= MEAT/MEAT ALTERNATIVE, F=FRUIT, V=VEGETABLE

Exhibit B-2: MEAL CHOICES AND ADDITIONAL OFFERINGS

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
Fearn Elementary	1	1	0	No	2	2	2	No	No
Freeman Elementary	1	1	0	No	2	2	2	No	No
Goodwin Elementary	1	1	0	No	2	2	2	No	No
Greenman Elementary	1	1	0	No	2	2	2	No	No
Hall Elementary	1	1	0	No	2	2	2	No	No
Hill Elementary	1	1	0	No	2	2	2	No	No
McCleery Elementary	1	1	0	No	2	2	2	No	No
Nicholson Elementary	1	1	0	No	2	2	2	No	No
Schneider Elementary	1	1	0	No	2	2	2	No	No
Smith Elementary	1	1	0	No	2	2	2	No	No
Herget Middle School	2	2	0	No	4	2	2	Yes	No
Jefferson Middle Sch	2	2	0	No	4	2	2	Yes	No
Jewel Middle School	2	2	0	No	4	2	2	Yes	No
Washington Mid School	2	2	0	No	4	2	2	Yes	No
West Aurora High School	5	2	0	No	12	2	2	Yes	No
West Aurora Learn Ctr	1	1	0	No	1	1	1	No	No
Hope D Wall School	2	2	0	No	3	2	2	No	No

EXHIBIT B-3
A LA CARTE MENU ITEMS AND PRICING

A LA CARTE MENU ITEMS	PRICE	A LA CARTE MENU ITEMS	PRICE
16 oz Water	\$1.25	2nd Breakfast Entrée	\$1.40
6oz juice box	\$1.25	Elem 2nd Entrée	\$2.50
Canned Diet Dr Pepper products	\$2.00	MS 2nd Entrée	\$2.65
Canned Diet Pepsi products	\$2.00	HS 2nd Entrée	\$2.75
Fruit 2o	\$2.50		
Juicy Juice	\$2.75	Hamburger	\$2.50
Sparkling ICE-water	\$3.00	Chicken Patty	\$2.50
Propel	\$2.50	Spicy Chicken Patty	\$2.50
Canned Snapple Juice	\$2.00	Daily Entrée Special	\$2.50
Switch	\$2.25	Deli Sandwich	\$2.50
Milk	\$0.65	Pizza Slice	\$2.50
Chips	\$1.50	Cheeseburger	\$2.50
Cookie	\$1.25	Salad Entrée	\$2.50
Rice Krispie Treat	\$1.50		
Ice Cream Small	\$1.50		
Ice Cream large	\$2.00		
Rice Krispie Treat	\$1.50		
Cereal Pack	\$1.25		
Pop-Tart Single	\$1.25		
Fruit Roll-up	\$1.25		
Fruit Snack	\$1.50		
Fresh Fruit	\$1.15	Teacher Hot Meal	\$4.00

EXHIBIT C

MINIMUM FOOD SPECIFICATIONS

All USDA Foods offered to the SFA 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:

All breads, bread alternates, and grains must be whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Exhibit C. If applicable, 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 recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- For breaded and battered items, all flours must meet the requirements for breads/grains credit and breading/batter must not exceed 30 percent of the weight of the finished product.
- For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent 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. Meats 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/breading requirements for a USDC Grade A product or a 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*. At a minimum, fruits must 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*. At a minimum, vegetables must meet the food distributors' second-quality level. Vegetables should have characteristic color and good flavor, be well shaped, and be 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.

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.

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.

All food items must adhere to the sodium target levels in subsequent Contract Terms, if applicable, as required by the USDA *Nutrition Standards in the National School Lunch and School Breakfast Programs, Implementation Timeline for Final Rule* and/or other subsequent guidance issued by the USDA.

Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.

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.

EXHIBIT D
2022-2023 SPONSOR CLAIMS FOR REIMBURSEMENT

(See following pages)

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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Site Claims

Claim Rates

8: Aug 2022 Claim - Sent to FRIS - 09/20/2022

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	72,087.70	1,214,082.16	1,141,994.46	72,087.70
National Lunch 2022	311,138.18	5,338,546.99	5,027,408.81	311,138.18
National Snack 2022	0.00	32,371.00	32,371.00	0.00
Illinois Free Breakfast & Lunch	1,874.72	1,874.72	0.00	1,874.72
National Breakfast 2023	0.00	1,186,181.60	1,186,181.60	0.00
National Lunch 2023	0.00	4,459,669.49	4,459,669.49	0.00
National Snack 2023	0.00	54,763.56	54,763.56	0.00

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Aug 2022	Status	Approved-Sent to FRIS
Days of Operation	08/17/2022 - 08/31/2022	Type	Claim
Days Claimed	11	Date Received	09/13/2022
Claim Source	Sponsor	Date Approved	09/13/2022
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 14 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	26310
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Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	67426
------	-------

After School Snack - P.M. Snack

Area Eligible Snack

Free	0
------	---

School Breakfast - Breakfast

Severe Need

Free	26310
Paid	3680

National School Lunch - Lunch

60% or more Eligible

Free	67426
Paid	14300

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	0
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	11
Enrollment	10926
ADA	10115

National School Lunch

Days Claimed	11
Enrollment	10926
ADA	10115

After School Snack

Days Claimed	0
Enrollment	0
ADA	0

Eligibles**School Breakfast**

Free	8980
Paid	1946

National School Lunch

Free	8980
Paid	1946

After School Snack

Free	0
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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11: Sep 2022 Claim - Sent to FRIS - 11/02/2022

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	155,730.72	1,369,812.88	1,214,082.16	155,730.72
National Lunch 2022	639,876.72	5,978,423.71	5,338,546.99	639,876.72
National Snack 2022	1,819.80	34,190.80	32,371.00	1,819.80
Illinois Free Breakfast & Lunch	3,903.46	5,778.18	1,874.72	3,903.46
National Breakfast 2023	0.00	1,186,181.60	1,186,181.60	0.00
National Lunch 2023	0.00	4,459,669.49	4,459,669.49	0.00
National Snack 2023	0.00	54,763.56	54,763.56	0.00

Aurora West USD 129 (31-045-1290-22)

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	10/14/2022
Claim Source	Sponsor	Date Approved	10/14/2022
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 14 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	56816
------	-------

School Breakfast - Breakfast

Severe Need

Free	56816
Paid	8064

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	138357
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National School Lunch - Lunch

60% or more Eligible

Free	138357
Paid	30983

After School Snack - P.M. Snack

Area Eligible Snack

Free	1663
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After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	22
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	20
Enrollment	11123
ADA	10106

National School Lunch

Days Claimed	20
Enrollment	11123
ADA	10106

After School Snack

Days Claimed	12
Enrollment	4955
ADA	4627

Eligibles**School Breakfast**

Free	9156
Paid	1967

National School Lunch

Free	9156
Paid	1967

After School Snack

Free	4955
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
 RCDT: 31-045-1290-22 Status: Sent to FRIS
 Program Year: 2023 Program: SNP

SNP Sponsor Claim

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15: Oct 2022 Claim - Sent to FRIS - 11/15/2022



Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,734.54	9,512.72	5,778.18	3,734.54
National Breakfast 2023	160,565.16	160,565.16	0.00	160,565.16
National Lunch 2023	591,985.56	591,985.56	0.00	591,985.56
National Snack 2023	7,226.28	7,226.28	0.00	7,226.28

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Oct 2022	Status	Approved-Sent to FRIS
Days of Operation	10/03/2022 - 10/31/2022	Type	Claim
Days Claimed	20	Date Received	11/10/2022
Claim Source	Sponsor	Date Approved	11/10/2022

Last Updated: davoice

Submitted by: davoice

Sponsor Notes

17 site(s) included out of 17 sites approved
 After School Snack - 14 site(s)
 Illinois Free Breakfast - 17 site(s)
 School Breakfast - 17 site(s)
 National School Lunch - 17 site(s)
 Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		

Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	58498
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School Breakfast - Breakfast

Severe Need

Free	58498
Paid	8751

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	128229
------	--------

National School Lunch - Lunch

60% or more Eligible

Free	128229
Paid	27507

After School Snack - P.M. Snack

Area Eligible Snack

Free	6502
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After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	189
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	20
Enrollment	11288
ADA	9842

National School Lunch

Days Claimed	19
Enrollment	11288
ADA	9842

After School Snack

Days Claimed	16
Enrollment	5641
ADA	5152

Eligibles**School Breakfast**

Free	9286
Paid	2002

National School Lunch

Free	9286
Paid	2002

After School Snack

Free	5641
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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Site Claims

Claim Rates

22: Nov 2022 Claim - Sent to FRIS - 12/13/2022

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,346.56	12,859.28	9,512.72	3,346.56
National Breakfast 2023	143,776.76	304,341.92	160,565.16	143,776.76
National Lunch 2023	530,871.49	1,122,857.05	591,985.56	530,871.49
National Snack 2023	6,897.96	14,124.24	7,226.28	6,897.96

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Nov 2022	Status	Approved-Sent to FRIS
Days of Operation	11/01/2022 - 11/30/2022	Type	Claim
Days Claimed	19	Date Received	12/12/2022
Claim Source	Sponsor	Date Approved	12/12/2022
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free 52378

School Breakfast - Breakfast

Severe Need

Free 52378
Paid 7855**Illinois Free Lunch - Lunch**

No IL FREE funding remaining.

Free 114950

National School Lunch - Lunch

60% or more Eligible

Free 114950
Paid 24877**After School Snack - P.M. Snack**

Area Eligible Snack

Free 6193

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free 194
Reduced 0
Paid 0**Statistics**

Number of sites 17

School BreakfastDays Claimed 18
Enrollment 11255
ADA 9616**National School Lunch**Days Claimed 17
Enrollment 11255
ADA 9616**After School Snack**Days Claimed 15
Enrollment 6546
ADA 5799**Eligibles****School Breakfast**Free 9263
Paid 1992**National School Lunch**Free 9263
Paid 1992**After School Snack**Free 6446
Reduced 0
Paid 0

Organization: Aurora West USD 129 Type: Claim
 RCDT: 31-045-1290-22 Status: Sent to FRIS
 Program Year: 2023 Program: SNP

SNP Sponsor Claim

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28: Dec 2022 Claim - Sent to FRIS - 01/10/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,137.08	15,996.36	12,859.28	3,137.08
National Breakfast 2023	134,407.60	438,749.52	304,341.92	134,407.60
National Lunch 2023	497,283.69	1,620,140.74	1,122,857.05	497,283.69
National Snack 2023	6,625.80	20,750.04	14,124.24	6,625.80

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Dec 2022	Status	Approved-Sent to FRIS
Days of Operation	12/01/2022 - 12/30/2022	Type	Claim
Days Claimed	16	Date Received	01/09/2023
Claim Source	Sponsor	Date Approved	01/09/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
 After School Snack - 14 site(s)
 Illinois Free Breakfast - 17 site(s)
 School Breakfast - 17 site(s)
 National School Lunch - 17 site(s)
 Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	48980
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School Breakfast - Breakfast

Severe Need

Free	48980
Paid	7262

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	107874
------	--------

National School Lunch - Lunch

60% or more Eligible

Free	107874
Paid	22301

After School Snack - P.M. Snack

Area Eligible Snack

Free	5699
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After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	436
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	16
Enrollment	11169
ADA	9835

National School Lunch

Days Claimed	16
Enrollment	11169
ADA	9835

After School Snack

Days Claimed	15
Enrollment	9794
ADA	8606

Eligibles**School Breakfast**

Free	9209
Paid	1960

National School Lunch

Free	9209
Paid	1960

After School Snack

Free	9794
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

Quick Links

Version

Site Claims

Claim Rates

38: Jan 2023 Claim R1 - Sent to FRIS - 02/14/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,018.14	19,014.50	19,014.50	0.00
National Breakfast 2023	123,793.46	562,542.98	562,542.98	0.00
National Lunch 2023	488,576.24	2,108,716.98	2,108,716.98	0.00
National Snack 2023	6,940.08	27,690.12	27,690.12	0.00

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Jan 2023	Status	Approved-Sent to FRIS
Days of Operation	01/02/2023 - 01/31/2023	Type	Claim
Days Claimed	15	Date Received	02/08/2023
Claim Source	Sponsor	Date Approved	02/08/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free 45138

School Breakfast - Breakfast

Severe Need

Free 45138
Paid 6550**Illinois Free Lunch - Lunch**

No IL FREE funding remaining.

Free 105769

National School Lunch - Lunch

60% or more Eligible

Free 105769
Paid 23011**After School Snack - P.M. Snack**

Area Eligible Snack

Free 5978

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free 448
Reduced 0
Paid 0**Statistics**

Number of sites 17

School BreakfastDays Claimed 15
Enrollment 11031
ADA 9993**National School Lunch**Days Claimed 15
Enrollment 11031
ADA 9993**After School Snack**Days Claimed 15
Enrollment 6479
ADA 6022**Eligibles****School Breakfast**Free 9098
Paid 1933**National School Lunch**Free 9098
Paid 1933**After School Snack**Free 6479
Reduced 0
Paid 0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

Quick Links

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Site Claims

Claim Rates

42: Feb 2023 Claim - Sent to FRIS - 03/14/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,567.76	22,582.26	19,014.50	3,567.76
National Breakfast 2023	152,340.89	714,883.87	562,542.98	152,340.89
National Lunch 2023	566,931.22	2,675,648.20	2,108,716.98	566,931.22
National Snack 2023	7,738.20	35,428.32	27,690.12	7,738.20

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Feb 2023	Status	Approved-Sent to FRIS
Days of Operation	02/01/2023 - 02/28/2023	Type	Claim
Days Claimed	18	Date Received	03/08/2023
Claim Source	Sponsor	Date Approved	03/08/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	55467
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Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	122921
------	--------

After School Snack - P.M. Snack

Area Eligible Snack

Free	6595
------	------

School Breakfast - Breakfast

Severe Need

Free	55467
Paid	8488

National School Lunch - Lunch

60% or more Eligible

Free	122921
Paid	25737

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	570
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	18
Enrollment	11072
ADA	9735

National School Lunch

Days Claimed	18
Enrollment	11072
ADA	9735

After School Snack

Days Claimed	18
Enrollment	6485
ADA	5979

Eligibles**School Breakfast**

Free	9139
Paid	1933

National School Lunch

Free	9138
Paid	1933

After School Snack

Free	6485
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim

RCDT: 31-045-1290-22 Status: Sent to FRIS

Program Year: 2023 Program: SNP

SNP Sponsor Claim

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46: Mar 2023 Claim - Sent to FRIS - 04/11/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,509.72	26,091.98	22,582.26	3,509.72
National Breakfast 2023	145,298.47	860,182.34	714,883.87	145,298.47
National Lunch 2023	566,874.34	3,242,522.54	2,675,648.20	566,874.34
National Snack 2023	7,848.36	43,276.68	35,428.32	7,848.36

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Mar 2023	Status	Approved-Sent to FRIS
Days of Operation	03/01/2023 - 03/31/2023	Type	Claim
Days Claimed	17	Date Received	04/10/2023
Claim Source	Sponsor	Date Approved	04/10/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	52841
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Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	122645
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After School Snack - P.M. Snack

Area Eligible Snack

Free	6569
------	------

School Breakfast - Breakfast

Severe Need

Free	52841
Paid	8426

National School Lunch - Lunch

60% or more Eligible

Free	122645
Paid	27077

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	698
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	17
Enrollment	11008
ADA	10108

National School Lunch

Days Claimed	17
Enrollment	11008
ADA	10108

After School Snack

Days Claimed	17
Enrollment	6452
ADA	5996

Eligibles**School Breakfast**

Free	9084
Paid	1924

National School Lunch

Free	9084
Paid	1924

After School Snack

Free	6452
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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Site Claims

Claim Rates

52: Apr 2023 Claim - Sent to FRIS - 05/16/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,813.86	29,905.84	26,091.98	3,813.86
National Breakfast 2023	158,263.20	1,018,445.54	860,182.34	158,263.20
National Lunch 2023	615,008.49	3,857,531.03	3,242,522.54	615,008.49
National Snack 2023	8,577.36	51,854.04	43,276.68	8,577.36

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Apr 2023	Status	Approved-Sent to FRIS
Days of Operation	04/03/2023 - 04/28/2023	Type	Claim
Days Claimed	19	Date Received	05/10/2023
Claim Source	Sponsor	Date Approved	05/10/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	57460
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School Breakfast - Breakfast

Severe Need

Free	57460
Paid	9690

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	133233
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National School Lunch - Lunch

60% or more Eligible

Free	133233
Paid	28490

After School Snack - P.M. Snack

Area Eligible Snack

Free	7154
------	------

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	788
Reduced	0
Paid	0

Statistics

Number of sites	17
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School Breakfast

Days Claimed	19
Enrollment	11165
ADA	10244

National School Lunch

Days Claimed	19
Enrollment	11165
ADA	10244

After School Snack

Days Claimed	19
Enrollment	6595
ADA	6109

Eligibles**School Breakfast**

Free	9233
Paid	1929

National School Lunch

Free	9233
Paid	1929

After School Snack

Free	6595
Reduced	0
Paid	0

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2023 Program: SNP

SNP Sponsor Claim

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Claim Rates

57: May 2023 Claim - Sent to FRIS - 06/20/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2022	0.00	1,369,812.88	1,369,812.88	0.00
National Lunch 2022	0.00	5,978,423.71	5,978,423.71	0.00
National Snack 2022	0.00	34,190.80	34,190.80	0.00
Illinois Free Breakfast & Lunch	3,827.92	33,733.76	29,905.84	3,827.92
National Breakfast 2023	167,736.06	1,186,181.60	1,018,445.54	167,736.06
National Lunch 2023	602,138.46	4,459,669.49	3,857,531.03	602,138.46
National Snack 2023	2,909.52	54,763.56	51,854.04	2,909.52

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	May 2023	Status	Approved-Sent to FRIS
Days of Operation	05/01/2023 - 05/31/2023	Type	Claim
Days Claimed	20	Date Received	06/06/2023
Claim Source	Sponsor	Date Approved	06/06/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 13 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-B21	CEP Eligibility	41.12 %
Status	Withdrawn	Free Claiming %	65.79 %
Begin Date	7/1/2020	Paid Claiming %	34.21 %
End Date	6/30/2023		
Group Name	31045129022-A21	CEP Eligibility	58.25 %
Status	Withdrawn	Free Claiming %	93.2 %
Begin Date	7/1/2020	Paid Claiming %	6.8 %
End Date	6/30/2023		

Meals**Illinois Free Breakfast - Breakfast**

No IL FREE funding remaining.

Free	60818
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Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free	130578
------	--------

After School Snack - P.M. Snack

Area Eligible Snack

Free	1884
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School Breakfast - Breakfast

Severe Need

Free	60818
Paid	10704

National School Lunch - Lunch

60% or more Eligible

Free	130578
Paid	27216

After School Snack - P.M. Snack

Non-Area Eligible Snack

Free	810
Reduced	0
Paid	0

Statistics

Number of sites	17
-----------------	----

School Breakfast

Days Claimed	20
Enrollment	10952
ADA	10152

National School Lunch

Days Claimed	19
Enrollment	10952
ADA	10152

After School Snack

Days Claimed	19
Enrollment	6537
ADA	6110

Eligibles**School Breakfast**

Free	9040
Paid	1912

National School Lunch

Free	9040
Paid	1912

After School Snack

Free	6537
Reduced	0
Paid	0

EXHIBIT E
2023-2024 SPONSOR REIMBURSEMENT CLAIMS

(See following pages)

Organization: Aurora West USD 129 Type: Claim

RCDT: 31-045-1290-22 Status: Sent to FRIS

Program Year: 2024 Program: SNP

SNP Sponsor Claim

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Site Claims

Claim Rates

10: Aug 2023 Claim R1 - Sent to FRIS - 10/10/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	89,792.30	1,275,973.90	1,275,973.90	0.00
National Lunch 2023	320,628.50	4,780,297.99	4,780,297.99	0.00
National Snack 2023	489.06	55,252.62	54,940.23	312.39
Illinois Free Breakfast & Lunch	4,217.28	4,217.28	4,217.28	0.00
National Breakfast 2024	0.00	597,516.29	597,516.29	0.00
National Lunch 2024	0.00	1,992,588.60	1,992,588.60	0.00
National Snack 2024	0.00	38,744.55	38,744.55	0.00

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Aug 2023	Status	Approved-Sent to FRIS
Days of Operation	08/16/2023 - 08/31/2023	Type	Claim
Days Claimed	12	Date Received	10/06/2023
Claim Source	Sponsor	Date Approved	10/06/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 15 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-A24	CEP Eligibility	57.32 %
Status	Approved	Free Claiming %	91.71 %
Begin Date	7/1/2023	Paid Claiming %	8.29 %
End Date	6/30/2027		

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Severe Need	
Free	32482	Free	32482
		Paid	2938
Illinois Free Lunch - Lunch		National School Lunch - Lunch	
Illinois Free Lunch		60% or more Eligible	
Free	72950	Free	72950
		Paid	6592
After School Snack - P.M. Snack			
Area Eligible Snack			
Free	418		

Statistics

Number of sites	17
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School Breakfast	National School Lunch
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Days Claimed	12	Days Claimed	12
Enrollment	10750	Enrollment	10750
ADA	10144	ADA	10144

After School Snack

Days Claimed	12
Enrollment	1927
ADA	1840

Eligibles

School Breakfast

Free	9831
Paid	889

National School Lunch

Free	9831
Paid	889

After School Snack

Free	1927
------	------

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2024 Program: SNP

SNP Sponsor Claim

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11: Sep 2023 Claim - Sent to FRIS - 10/17/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	159,530.38	1,435,504.28	1,275,973.90	159,530.38
National Lunch 2023	547,311.75	5,327,609.74	4,780,297.99	547,311.75
National Snack 2023	7,553.52	62,806.14	55,252.62	7,553.52
Illinois Free Breakfast & Lunch	7,289.40	11,506.68	4,217.28	7,289.40
National Breakfast 2024	0.00	597,516.29	597,516.29	0.00
National Lunch 2024	0.00	1,992,588.60	1,992,588.60	0.00
National Snack 2024	0.00	38,744.55	38,744.55	0.00

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Sep 2023	Status	Approved-Sent to FRIS
Days of Operation	09/01/2023 - 09/29/2023	Type	Claim
Days Claimed	19	Date Received	10/12/2023
Claim Source	Sponsor	Date Approved	10/12/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 15 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-A24	CEP Eligibility	57.32 %
Status	Approved	Free Claiming %	91.71 %
Begin Date	7/1/2023	Paid Claiming %	8.29 %
End Date	6/30/2027		

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Severe Need	
Free	57710	Free	57710
		Paid	5216
Illinois Free Lunch - Lunch		National School Lunch - Lunch	
Illinois Free Lunch		60% or more Eligible	
Free	124525	Free	124525
		Paid	11256
After School Snack - P.M. Snack			
Area Eligible Snack			
Free	6456		

Statistics

Number of sites	17
-----------------	----

School Breakfast

National School Lunch

3/11/24, 11:03 AM

apps.isbe.net/WINS/Claims/ClaimSummary.aspx

Days Claimed	19	Days Claimed	19
Enrollment	10718	Enrollment	10718
ADA	10078	ADA	10078

After School Snack

Days Claimed	19
Enrollment	6765
ADA	6399

Eligibles

School Breakfast

Free	9829
Paid	889

National School Lunch

Free	9829
Paid	889

After School Snack

Free	6765
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Organization: Aurora West USD 129 Type: Claim

RCDT: 31-045-1290-22 Status: Sent to FRIS

Program Year: 2024 Program: SNP

SNP Sponsor Claim

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18: Oct 2023 Claim - Sent to FRIS - 11/15/2023

▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	0.00	1,435,504.28	1,435,504.28	0.00
National Lunch 2023	0.00	5,327,609.74	5,327,609.74	0.00
National Snack 2023	0.00	62,806.14	62,806.14	0.00
Illinois Free Breakfast & Lunch	7,940.84	19,447.52	11,506.68	7,940.84
National Breakfast 2024	178,576.82	178,576.82	0.00	178,576.82
National Lunch 2024	588,609.35	588,609.35	0.00	588,609.35
National Snack 2024	9,980.10	9,980.10	0.00	9,980.10

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Oct 2023	Status	Approved-Sent to FRIS
Days of Operation	10/02/2023 - 10/31/2023	Type	Claim
Days Claimed	21	Date Received	11/13/2023
Claim Source	Sponsor	Date Approved	11/13/2023
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 15 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-A24	CEP Eligibility	57.32 %
Status	Approved	Free Claiming %	91.71 %
Begin Date	7/1/2023	Paid Claiming %	8.29 %
End Date	6/30/2027		

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Severe Need	
Free	64600	Free	64600
		Paid	5839
Illinois Free Lunch - Lunch		National School Lunch - Lunch	
Illinois Free Lunch		60% or more Eligible	
Free	133921	Free	133921
		Paid	12106
After School Snack - P.M. Snack			
Area Eligible Snack			
Free	8530		

Statistics

Number of sites	17
-----------------	----

School Breakfast	National School Lunch
Info[+]	

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apps.isbe.net/WINS/Claims/ClaimSummary.aspx

Days Claimed	21	Days Claimed	20
Enrollment	10997	Enrollment	10997
ADA	10080	ADA	10080

After School Snack

Days Claimed	20
Enrollment	6852
ADA	6363

Eligibles

School Breakfast

Free	10086
Paid	911

National School Lunch

Free	10086
Paid	911

After School Snack

Free	6852
------	------

Organization: Aurora West USD 129 Type: Claim

RCDT: 31-045-1290-22 Status: Sent to FRIS

Program Year: 2024 Program: SNP

SNP Sponsor Claim

Quick Links

Version

Site Claims

Claim Rates

26: Nov 2023 Claim - Sent to FRIS - 12/12/2023

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	0.00	1,435,504.28	1,435,504.28	0.00
National Lunch 2023	0.00	5,327,609.74	5,327,609.74	0.00
National Snack 2023	0.00	62,806.14	62,806.14	0.00
Illinois Free Breakfast & Lunch	7,283.56	26,731.08	19,447.52	7,283.56
National Breakfast 2024	164,785.47	343,362.29	178,576.82	164,785.47
National Lunch 2024	538,315.30	1,126,924.65	588,609.35	538,315.30
National Snack 2024	9,997.65	19,977.75	9,980.10	9,997.65

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month

Days of Operation

Days Claimed

Claim Source

Last Updated: davoice

Nov 2023

11/01/2023 - 11/30/2023

19

Sponsor

Status

Type

Date Received

Date Approved

Submitted by: davoice

Approved-Sent to FRIS

Claim

12/05/2023

12/05/2023

Sponsor Notes

17 site(s) included out of 17 sites approved

After School Snack - 15 site(s)

Illinois Free Breakfast - 17 site(s)

School Breakfast - 17 site(s)

National School Lunch - 17 site(s)

Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name

Status

Begin Date

End Date

31045129022-A24

Approved

7/1/2023

6/30/2027

CEP Eligibility

Free Claiming %

Paid Claiming %

57.32 %

91.71 %

8.29 %

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free

59611

School Breakfast - Breakfast

Severe Need

Free

59611

Paid

5388

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free

122478

National School Lunch - Lunch

60% or more Eligible

Free

122478

Paid

11072

After School Snack - P.M. Snack

Area Eligible Snack

Free

8545

Statistics

Number of sites

17

School Breakfast

National School Lunch

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apps.isbe.net/WINS/Claims/ClaimSummary.aspx

Days Claimed	19	Days Claimed	19
Enrollment	11067	Enrollment	11067
ADA	10126	ADA	10126

After School Snack

Days Claimed	19
Enrollment	10347
ADA	9553

Eligibles

School Breakfast

Free	10147
Paid	920

National School Lunch

Free	10147
Paid	920

After School Snack

Free	10347
------	-------

Organization: Aurora West USD 129 Type: Claim
RCDT: 31-045-1290-22 Status: Sent to FRIS
Program Year: 2024 Program: SNP

SNP Sponsor Claim

Quick Links

Version

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

30: Dec 2023 Claim - Sent to FRIS - 01/09/2024

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	0.00	1,435,504.28	1,435,504.28	0.00
National Lunch 2023	0.00	5,327,609.74	5,327,609.74	0.00
National Snack 2023	0.00	62,806.14	62,806.14	0.00
Illinois Free Breakfast & Lunch	6,180.00	32,911.08	26,731.08	6,180.00
National Breakfast 2024	140,231.33	483,593.62	343,362.29	140,231.33
National Lunch 2024	456,092.85	1,583,017.50	1,126,924.65	456,092.85
National Snack 2024	9,740.25	29,718.00	19,977.75	9,740.25

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Dec 2023	Status	Approved-Sent to FRIS
Days of Operation	12/01/2023 - 12/29/2023	Type	Claim
Days Claimed	17	Date Received	01/03/2024
Claim Source	Sponsor	Date Approved	01/03/2024
Last Updated: rturak (LOCKED)		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 15 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-A24	CEP Eligibility	57.32 %
Status	Approved	Free Claiming %	91.71 %
Begin Date	7/1/2023	Paid Claiming %	8.29 %
End Date	6/30/2027		

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Severe Need	
Free	50729	Free	50729
		Paid	4582
Illinois Free Lunch - Lunch		National School Lunch - Lunch	
Illinois Free Lunch		60% or more Eligible	
Free	103771	Free	103771
		Paid	9378
After School Snack - P.M. Snack			
Area Eligible Snack			
Free	8325		

Statistics

Number of sites	17
-----------------	----

School Breakfast

National School Lunch

Days Claimed	16	Days Claimed	17
Enrollment	11078	Enrollment	11078
ADA	10081	ADA	10081

After School Snack

Days Claimed	16
Enrollment	10356
ADA	9515

Eligibles

School Breakfast

Free	10159
Paid	919

National School Lunch

Free	10159
Paid	919

After School Snack

Free	10356
------	-------

Organization: Aurora West USD 129 Type: Claim

RCDT: 31-045-1290-22 Status: Sent to FRIS

Program Year: 2024 Program: SNP

SNP Sponsor Claim

Quick Links

Version

Site Claims

Claim Rates

38: Jan 2024 Claim - Sent to FRIS - 02/06/2024

▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2023	0.00	1,435,504.28	1,435,504.28	0.00
National Lunch 2023	0.00	5,327,609.74	5,327,609.74	0.00
National Snack 2023	0.00	62,806.14	62,806.14	0.00
Illinois Free Breakfast & Lunch	5,375.88	38,286.96	32,911.08	5,375.88
National Breakfast 2024	113,922.67	597,516.29	483,593.62	113,922.67
National Lunch 2024	409,571.10	1,992,588.60	1,583,017.50	409,571.10
National Snack 2024	9,026.55	38,744.55	29,718.00	9,026.55

Aurora West USD 129 (31-045-1290-22)

Claim Data

Claim Month	Jan 2024	Status	Approved-Sent to FRIS
Days of Operation	01/08/2024 - 01/31/2024	Type	Claim
Days Claimed	16	Date Received	02/05/2024
Claim Source	Sponsor	Date Approved	02/05/2024
Last Updated: davoice		Submitted by: davoice	

Sponsor Notes

17 site(s) included out of 17 sites approved
After School Snack - 15 site(s)
Illinois Free Breakfast - 17 site(s)
School Breakfast - 17 site(s)
National School Lunch - 17 site(s)
Illinois Free Lunch - 17 site(s)

CEP Notes

Group Name	31045129022-A24	CEP Eligibility	57.32 %
Status	Approved	Free Claiming %	91.71 %
Begin Date	7/1/2023	Paid Claiming %	8.29 %
End Date	6/30/2027		

Meals

Illinois Free Breakfast - Breakfast		School Breakfast - Breakfast	
Illinois Free Breakfast		Severe Need	
Free	41211	Free	41211
		Paid	3728
Illinois Free Lunch - Lunch		National School Lunch - Lunch	
Illinois Free Lunch		60% or more Eligible	
Free	93186	Free	93186
		Paid	8424
After School Snack - P.M. Snack			
Area Eligible Snack			
Free	7715		

Statistics

Number of sites	17
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School Breakfast	National School Lunch
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apps.isbe.net/WINS/Claims/ClaimSummary.aspx

Days Claimed	14	Days Claimed	15
Enrollment	11018	Enrollment	11018
ADA	9925	ADA	9925

After School Snack

Days Claimed	15
Enrollment	10299
ADA	9372

Eligibles

School Breakfast

Free	10104
Paid	914

National School Lunch

Free	10104
Paid	914

After School Snack

Free	10299
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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	1 Double Impinger Oven	\$ 32,000.00
2	2 Pizza Dough Sheeter	\$ 6,000.00
3	Three 14' box trucks w/lift gates	\$ 300,000.00
4	One delivery van	\$ 50,000.00
5	HP Laserjet 1022n printer	\$ 800.00
6	HP OfficeJet pro 8034e printer	\$ 800.00
7	HP OfficeJet pro 3830 printer	\$ 800.00
8	HP OfficeJet pro 8025e printer	\$ 800.00
9	5 Chafing Dishes	\$ 500.00
10	100 cup coffee pot	\$ 250.00
Total Estimated Cost ➤		\$ 391,950.00

EXHIBIT G
MINIMUM OPERATIONAL LABOR AND BENEFITS

(See following pages)

Exhibit G: Minimum Operational Labor and Benefits

Minimum Staffing and Pay rates for school year 2024-25														
				Insert Annual numbers					Place an X to indicate					
School/Site	Job Title	Hourly Rate (\$ ²)	Daily Hours	Annual Work Days ³	Annual Paid Sick Days	Annual Paid Holidays	Annual Paid Vacation Days	Total Annual Wage (\$)	Medical Insurance	Dental	Vision	SFA Employee	FSMC Employee	
District	Food Serv Director	TBD						TBD	Employee	X	X	X		
District	Food Serv Director	Shared position with other SFAs is Unallowable							TBD	Employee	X	X		X
Fearn ES + SSO	Lead	\$ 15.75	7	208	0	14	5	\$ 25,026.75					X	
Fearn ES + SSO	Cook	\$ 15.25	7	208	0	14	5	\$ 24,232.25					X	
Fearn ES	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X	
Freeman ES +SSO	Lead	\$ 15.50	7	192	0	14	5	\$ 22,893.50					X	
Freeman ES +SSO	Cook	\$ 15.25	7	192	0	14	5	\$ 22,524.25					X	
Fearn ES	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X	
Goodwin ES	Lead	\$ 15.50	7	180	0	14	5	\$ 21,591.50					X	
Goodwin ES	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X	
Goodwin ES	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X	
Greenman ES	Lead	\$ 15.50	7	180	0	14	5	\$ 21,591.50					X	
Greenman ES	Cook	\$ 15.25	7	180	0	14	5	\$ 21,243.25					X	
Greenman ES	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X	
Greenman ES	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X	
Hall ES	Lead	\$ 15.50	7	180	0	14	5	\$ 21,591.50	Employee	X	X		X	
Hall ES +SSO	Cook	\$ 15.25	7	192	0	14	5	\$ 22,524.25					X	
Hall ES +SSO	FSW	\$ 15.00	7	192	0	14	5	\$ 22,155.00					X	
Hall ES	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X	
Hill ES +SSO	Lead	\$ 15.50	7	192	0	14	5	\$ 22,893.50					X	
Hill ES +SSO	Cook	\$ 15.25	7	192	0	14	5	\$ 22,524.25					X	
Hill ES	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X	
Hill ES	FSW	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X	
McCleery ES	Lead	\$ 15.50	7	180	0	14	5	\$ 21,591.50					X	
McCleery ES	Cook	\$ 15.25	7	180	0	14	5	\$ 21,243.25	Employee	X			X	

Jewel MS	Lead	\$ 17.12	7	180	0	14	5	\$ 23,848.16					X
Jewel MS	Cook	\$ 15.50	7	180	0	14	5	\$ 21,591.50					X
Jewel MS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee +1		X		X
Jewel MS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X
Jewel MS	FSW	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
Jewel MS	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X
Jewel MS	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X
Washington MS	Lead	\$ 16.25	7	180	0	14	5	\$ 22,636.25	Employee	X	X		X
Washington MS	Cook	\$ 15.50	7	180	0	14	5	\$ 21,591.50					X
Washington MS	FSW	\$ 15.00	6.5	180	0	14	5	\$ 19,402.50					X
Washington MS	FSW	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
Washington MS	FSW	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
Washington MS	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X
Washington MS	Dishwasher	\$ 15.00	5	180	0	14	5	\$ 14,925.00					X
West HS	Elementary Manager	\$ 20.75	8	180	0	14	5	\$ 33,034.00	Employee	X	X		X
West HS	HS Manager	\$ 21.00	8	180	0	14	5	\$ 33,432.00	Employee	X	X		X
West HS	Dishwasher	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
West HS	Dishwasher	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
West HS	Dishwasher	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
West HS	Dishwasher	\$ 15.00	6	180	0	14	5	\$ 17,910.00					X
West HS	Cook	\$ 15.75	7	180	0	14	5	\$ 21,939.75					X
West HS	Cook	\$ 15.75	7	180	0	14	5	\$ 21,939.75					X
West HS	Cook	\$ 15.75	7	180	0	14	5	\$ 21,939.75					X
West HS	Pizza Cook	\$ 15.75	7	180	0	14	5	\$ 21,939.75					X
West HS	Porter	\$ 15.50	7.5	180	0	14	5	\$ 23,133.75					X
West HS	Driver	\$ 17.50	7.5	180	0	14	5	\$ 26,118.75					X
West HS	Driver	\$ 16.00	7.5	180	0	14	5	\$ 23,880.00					X
West HS	Driver	\$ 16.00	5	180	0	14	5	\$ 15,920.00					X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00					X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee		X		X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee		X		X

West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee +1	x							X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee +1	x							X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00	Employee	x							X
West HS	FSW	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	FSW	\$ 15.00	6	180	0	14	5	\$ 17,910.00									X
West HS	FSW	\$ 15.00	5.5	180	0	14	5	\$ 16,417.50									X
West HS	FSW	\$ 15.00	5.5	180	0	14	5	\$ 16,417.50									X
West HS	FSW	\$ 15.00	5.5	180	0	14	5	\$ 16,417.50									X
West HS	FSW	\$ 15.00	5.5	180	0	14	5	\$ 16,417.50									X
West HS	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00									X
West HS	FSW	\$ 15.00	5	180	0	14	5	\$ 14,925.00									X
West HS	Permanent Sub	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X
West HS	Permanent Sub	\$ 15.00	7	180	0	14	5	\$ 20,895.00									X

Total Minimum Estimated Labor: \$

2,222,086.41

1. Use actual rates for the SFA.

2. Do not include hourly rates for SFA assigned employees. Only include hourly rates for employees that the FSMC will be required to employ.

3. Annual work days to include all meal service days for regular school year, summer programs, meal preparation days, closing days

Exhibit H-1: Projected Operations-Revenue, Page 1

In-School Revenue

Data based on School Year 2023-2024
All Schools are Community Eligibility Provision (CEP)

Breakfast Programs	No. Meals		Price	=	Total
Elementary Full Price	0	X	\$	=	\$0.00
Middle School Full Price	0	X	\$	=	\$0.00
High School Full Price	0	X	\$	=	\$0.00
Reduced Price	0	X	\$	=	\$0.00
Subtotal Breakfast	0				\$0.00
Lunch Program					
Elementary Full Price	0	X	\$	=	\$0.00
Middle School Full Price	0	X	\$	=	\$0.00
High School Full Price	0	X	\$	=	\$0.00
Reduced Price	0	X	\$	=	\$0.00
Subtotal Lunch	0				\$0.00
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, <i>if applicable</i> . Includes sales from adults, staff, smart snacks, milk cartons, extra entrees, second meals, etc					\$ 265,000.00
Vending Machine Sales Total Revenue					\$ -
Other, please detail					\$ -
Total In-School Revenue >					\$ 265,000.00

Exhibit H-2: Projected Operations—Revenue, Page 2

Federal and State Reimbursement

Data based on School Year 2023-2024

Federal	# Meals		Federal Reimbursement Rate		Total
Breakfast Program					
Free	583,760	X	\$ 2.76	=	\$1,611,177.60
Free, Severe Need	0	X	\$	=	\$0.00
Reduced Price	0	X	\$	=	\$0.00
Reduced Price Severe Need	0	X	\$		\$0.00
Full Price	0	X	\$	=	\$0.00
Total Breakfast	583,760				\$1,611,177.60
Lunch Program					
Free	1,276,000	X	\$ 4.40	=	\$5,614,400.00
Reduced Price	0	X	\$	=	\$0.00
Full Price	0	X	\$	=	\$0.00
Total Lunch	1,276,000				\$5,614,400.00
After School Care Snack Program					
Free	48,270	X	\$	=	\$0.00
Reduced Price	0	X	\$	=	\$0.00
Full Price	0	X	\$	=	\$0.00
Total Snacks	48,270				\$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
Total Federal Reimbursement ➤					\$7,225,577.60

State	# Meals		State Reimbursement Rate		Total
Illinois Free Match					
Free Lunch	1,276,000	X	\$ 0.02	=	\$25,520.00
Free Breakfast	583,760	X	\$ 0.02	=	\$11,675.20
Total State Reimbursement ➤					\$37,195.20

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

Based on School Year 2023-2024

Total In-School Revenue (from EX-H-1)	\$265,000.00
Total Federal Reimbursement (from EX- H-2)	\$7,225,577.60
Total State Reimbursement (from EX H-2)	\$37,195.20
Total Revenue ➤	\$7,427,772.80

Exhibit 1

2024-2025

AURORA WEST SCHOOL DISTRICT 129

Academic Year Calendar

QUARTER DATES

First Qtr: October 18
Second Qtr: December 20
Third Qtr: March 14
Fourth Qtr: May 30th or Last day

REPORTS CARDS SENT

Q1 - October 30th
Q2 - January 15th
Q3 - April 2nd
Q4 - May 30th or Last Day

COLOR CODES

- Green = No School Full Day for Staff Professional Development
- Yellow = No School Full Day for Holidays
- Pink = Parent Teacher Conferences
- Purple = Half Day for Staff PD
- Orange = Emergency Day

July 24

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 24

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 24

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 24

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 25

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 25

Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 25

Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 25

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 25

Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 25

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 25

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 25

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Approved 2/5/24

8/14	Teacher Institute
8/15	Teacher Institute 8/16 Non Attendance Day
8/16	Non Attendance Day
8/19	First Full Day of Student Attendance
9/2	Labor Day Prek - 12 No School
9/16	Teacher In-Service Prek - 12 No School
10/7	Conferences 6-8
10/8	Conferences Prek - 5th
10/9	Conferences 9-12
10/10	Conferences Prek-5th
10/11	Conferences Pre-K-12 Half Day
10/14	Non - attendance day
11/4	School Improvement Prek -12 No School
11/5	Non-attendance day Election Day
11/27 - 11/29	Thanksgiving Break No School
12/23 - 1/3	Winter Break No School
1/20	MLK Day No School
1/21	School Improvement Prek - 12 No School
2/17	Presidents Day No School
2/19	Conferences 6-8
2/20	Conferences 9-12
2/28	Countywide Teacher Institute No School
3/21	School Improvement Prek-12 Half Day
3/31 - 4/4	Spring Break No School
4/18	Non Attendance
4/21	Non Attendance or 1st Emergency Day
4/28	Teacher Institute Day Prek-12 No School
5/26	Memorial Day No School ***
4/21, 6/2- 6/5	Emergency Days
5/30	Last Day of Student Attendance Half Day 91 Prek-12
# Days S1 = 83	
# Days S2 = 91	

Exhibit J

WELLNESS POLICY West Aurora School District 129

BELIEF STATEMENT

The Board of Education of West Aurora School District 129 recognizes that healthy eating habits and regular physical activity are essential for students to optimize their physical and mental health and achieve their full academic potential. Research indicates that obesity, malnutrition, and subsequent diseases are largely preventable through healthy eating habits and daily physical activity. Schools, parents, and the community share the responsibility in promoting healthy eating habits and encouraging physically active lives amongst young people.

RATIONALE

Congress passed the Child Nutrition and WIC Reauthorization Act of 2004 on June 30, 2004. Recognizing the role schools can play in health promotion; this law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The objectives of the wellness policy are to improve the school nutrition environment, promote student health and reduce childhood obesity through physical education and nutrition education. In addition, Public Act 094-0199 amends the Illinois School Code, requiring the Illinois State Board of Education to establish a state goal that all districts have a wellness policy.

TO ACHIEVE THESE POLICY GOALS:

The school district will work within an existing district health wellness committee representing the schools and community to develop, implement, monitor, review, and, as necessary, recommend revision of school nutrition and physical activity policies to the school board. The committee also will serve as a resource to school sites for implementing those policies. To the maximum extent practicable, all schools will participate in available federal school meal programs (including the School Breakfast Program, National School Lunch Program, and after-school snacks) and include daily physical activity.

Elementary, Middle and High School

In elementary, middle and high schools, all foods and beverages sold individually during breakfast or lunch periods, outside the reimbursable school meal programs (including those sold through a la carte [snack] lines, vending machines, and student stores, or fundraising activities), will meet nutrition and portion size standards required by the USDA. Schools are encouraged to use fundraising activities that promote student exercise. If fundraising activities involve food, schools are encouraged to follow USDA requirements. Schools are encouraged not to use foods or beverages, especially those that do not meet the nutrition standards as rewards for academic performance or good behavior. Schools will not withhold food or beverages served through school meals as a punishment.

I. Food Safety

All food service equipment and facilities will meet applicable local and state standards for safe food preparation and handling, sanitation, and workplace safety.

II. Nutrition Education and Physical Activity

Schools should provide nutrition education and integrate physical activity into the classroom setting.

Goals for Nutrition Education

Nutrition education is offered as part of a sequential, comprehensive, standards-based program designed to provide students with the knowledge and skills necessary to adopt healthy eating behaviors and aimed at influencing students' knowledge, attitudes and eating habits. To achieve positive changes in students' eating behaviors, it is recommended that education opportunities be provided to students each year. Opportunities may include a combination of classroom instruction, nutrition education provided in the cafeteria, and assemblies providing nutrition education.

Goals for Physical Activity

Students shall participate in physical education activities during the school day through recess periods, physical education (P.E.) classes, walking programs, and the integration of physical activity into the academic program. Schools will promote an environment supportive of physical activity. All students in grades K-12, including students with disabilities, special health-care needs, and in alternative educational settings, will receive regular physical education. Schools are encouraged to provide students with moderate to vigorous physical activity.

III. Mental Health and Wellness

Schools will support student mental health by providing resources for social-emotional wellness to students and families, including staffing school social workers across all grade levels. Students and families may access school social workers in their child's school building to request resources or support for a student struggling with social-emotional issues (i.e., stress, anxiety, depression, etc.) that may be affecting their overall wellness and school success. Topics supporting mental health and wellness are included in the Health class curriculum for grade levels 6-9, and are aligned with social-emotional learning standards. Social and Emotional lessons were added to the physical education curriculum during the 20-21 school year and will be expanded on in the following school years to further support our students and their mental health and wellness. Additional resources and information may be accessed through the district Student Services webpage.

IV. Immunizations

Physical examination and immunizations are required for school entrance in specific grades according to Illinois Code. Schools will provide the list of required physical examinations and immunizations on the District's website.

V. Goals for Other School-Based Activities Designed To Promote Student Wellness

Schools will support parents' efforts to provide a healthy diet and physical activity for their children. Parents will be encouraged to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the above nutrition standards for individual foods and beverages. The school will provide information about physical education and other school-based physical activity opportunities before, during, and after the school day.

VI. Policy Implementation

One individual will be assigned to monitor standards of the Local Wellness Policy. This individual will report findings to the District Health Wellness Committee. The Director of School Dining Services will ensure compliance with nutrition guidelines within the school food service menus and will report on this matter to the School Health Council. The individual assigned for compliance of the Local Wellness Policy will report on the district's compliance to the superintendent/designee. Assessments will be completed every year to help review policy compliance, assess progress, and determine areas in need of improvement.