

Request for Sealed Proposal (RFP):

Food Service Management Company (FSMC)

Fixed Price per Meal Contract in the School Nutrition Programs

RFP issued by:

**North Shore School District 112
445 Sheridan Road
Highwood, IL 60040**

RFP Submission:

**Completed sealed proposals must be submitted no later than:
April 3, 2026 by 2:00 p.m. CST.**

Proposals will be unsealed at that time and the Offerors will be publicly announced. Facsimile and electronic proposals will not be accepted. Offerors are responsible for ensuring timely delivery of their proposals to the address above; no late proposals will be accepted.

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.

Read SOLICITATION carefully!

This institution is an equal opportunity provider.

STATEMENT OF NO PROPOSAL

If your company does not intend to submit a proposal, we request that the following STATEMENT OF NO PROPOSAL be completed and submitted to us in order to assist us in maintaining documentation and in order to provide us with helpful information related to future bid processes. All Companies are highly encouraged to submit proposals whenever possible.

If returning a STATEMENT OF NO PROPOSAL, please email or mail it to the contact person listed within the solicitation.

Date: _____

We, the undersigned, have declined to submit a proposal on North Shore School District 112's solicitation for a FSMC/Vended Meals Contract for the following reasons:

<input type="checkbox"/>	We do not offer this service	
<input type="checkbox"/>	We are unable to meet all of the specifications. (please describe)	
<input type="checkbox"/>	We are unable to meet procurement requirements (please describe)	
<input type="checkbox"/>	We are unable to provide service to your location/area. (please describe)	
<input type="checkbox"/>	Solicitation was too restrictive (please describe)	
<input type="checkbox"/>	Other	

Please provide any suggestions on how the SFA can improve its procurement process in order to encourage more companies, similar to your company, to respond to future solicitations.

Company Name		Prepared by	
Phone #		Email	
Signature			

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Definitions

For purposes of this RFP, the following definitions, which are consistent with the Federal Child Nutrition Programs' regulations, apply. The definitions listed below are in part and not in full. For a complete list of Federal definitions please visit the [Code of Federal Regulations website](#).

2 CFR Part 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 after school 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 consists of the terms and conditions described in this RFP and pursuant to which the Selected FSMC shall provide the SFA with the Services outlined in the RFP.

Best and Final Offer (BAFO) is a process requested from one offeror, or short-listed offerors, 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).

Contract means (1) An obligation - such as an accepted offer – between competent parties upon a legal consideration to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. (2) A legally binding promise enforceable by law. (3) An agreement between parties with binding legal and moral force, usually providing for the exchange of goods or services for money or other considerations.

Contractor means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with the School Food Authority (SFA). The term Contractor shall be used interchangeably with Selected FSMC, as defined below.

Corrective action means action taken by the auditee that: (1) Corrects identified deficiencies; (2) Produces recommended improvements; or (3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Disallowed cost means charges and/or expenditures to a Federal award that the Federal agency or pass-through entity determines to be unallowable in accordance with applicable Federal statutes, regulations, the provisions of this part (2 CFR 200), or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000.

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.

Prior approval means the written approval obtained in advance by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.

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.

Recipient means an entity that receives a Federal award directly from a Federal agency to carry out an activity under a Federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award.

“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.

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 childcare 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 [7 CFR 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 the 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/or 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](#).

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

Schedule of Events

Event Type	Event Date	Event Time
RFP Release by Date (Public Notice/Direct Solicitation)	February 19, 2026	N/A
SFA Pre-Proposal Conference and SFA Facility Tour	March 2, 2026	9:00 a.m.
FSMC Presentation	N/A	N/A
FSMC Taste Testing	N/A	N/A
FSMC Site Tour	N/A	N/A
Deadline for FSMC submission of Final Questions to the SFA <i>No questions will be accepted after this date/time.</i>	March 16, 2026	10:00 a.m.
ISBE approved addenda/ answers to questions provided*	March 26, 2026	N/A
Deadline for Submission of Proposal to the SFA	April 3, 2026	2:00 p.m.
Proposals Evaluation Completed by	April 13, 2026	N/A
Negotiations- Best and Final Offer Due by	N/A	N/A
Notice of Intent to Award sent to Selected FSMC, and notice of non-award sent to unsuccessful bidders	April 21, 2026	N/A
Protest of contract award due by **	April 28, 2026	3:00 p.m.
Recommended contract award submitted to ISBE	May 6, 2026	N/A
Official contract award/ Approval of winning proposal (board meeting)***	May 19, 2026	7:00 p.m.
Anticipated Start Date of Selected FSMC Contract	August 1, 2026	N/A

The SFA will use its best efforts to adhere to the Schedule of Events. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment using the addenda or amendment process described in Section 1 and below.

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

** SFA will notify ISBE of any and all protest(s) and provide all documentation related to any and all bid protests. **The SFA must settle all bid protests prior to submitting the recommended contract to ISBE.**

*** The SFA must receive ISBE written approval prior to official contract award and execution.

SECTION 1:**INSTRUCTIONS TO OFFERORS**

- 1.1 Hereinafter, school food authority (SFA) shall refer to North Shore School District 112.
- 1.2 All communication regarding this RFP shall be directed to: FSMCRFP@nssd112.org. Offerors or potential Offerors may not contact anyone else at the SFA about this RFP until the proposals are submitted.

THE PENALTY FOR A POTENTIAL OFFEROR CONTACTING ANYONE ELSE AT THE SFA ABOUT THE RFP PRIOR TO THE SUBMISSION OF PROPOSALS WILL BE DISQUALIFICATION.

- 1.3 Hereinafter, **Food Service Management Company (FSMC)** submitting a proposal will be referred to as the **"Offeror"**, and the **"Awarded Contract"** will be between the winning Offeror (herein used interchangeably with **"Selected FSMC"**)

1.4 **Description**

This RFP seeks "Proposals" from FSMCs willing to operate the SFA's food service program at facilities identified 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 of the awarded contract.

1.5 **Pre-proposal Conference and SFA Facility Tour**

A meeting with interested FSMCs to review specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on March 2, 2026 at 9:00 a.m. at Northwood Middle School, 945 North Avenue, Highland Park, IL 60035.

- a. **Pre-proposal Conference and Facility Tour:** all FSMCs that intend to respond to this RFP are highly encouraged to attend. Photography, of any type, may be permitted exclusively for the FSMC's use in responding to this RFP and shall not be published for any other purpose.
- b. **Questions during the Pre-Proposal Conference and Facility Tour:**
- i. Questions from the floor at the Pre-Proposal Conference and Facility Tour must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference and Facility Tour.
 - ii. All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference and Facility Tour, as well as to those who received the solicitation.
 - iii. Written communication will override any and all verbal communication between any FSMC and the SFA.

1.6 **FSMC Presentation, Site Visits and/or Taste Testing**

- a. **FSMC Presentation:** FSMC presentations **will not** occur.
- b. **FSMC Site Visit:** FSMC Site Visit **will not** occur.

- c. **FSMC Taste Testing:** FSMC Taste Testing **will not** occur.

1.7 **Proposal Submission**

- a. Submission of proposal deadline: April 3, 2025, at 2:00 p.m. CST.

No consideration will be made for Proposal(s) received after this date and time listed above. The SFA reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposal(s) or parts of a Proposal and to waive any informalities and/or irregularities contained with a Proposal.

- b. Proposals are to be submitted:

In hard copy to the District's office at 445 Sheridan Road, Highwood, IL 60040. Proposals must be submitted on the forms provided.

- c. **Submission Instructions:** Deliver a complete proposal package in a **sealed** envelope labeled as follows:

- RFP title
- Envelope number (e.g., 1 of 3)
- Date
- Offeror's Name and Address

Submit one original hard copy of the complete Proposal package.

During the Proposal evaluation process, the scoring committee may need to clarify items in an Offeror's Proposal. As a result, Offeror's Proposal must include contact information for the person who will be representing the Offeror through the process. Offeror should at a minimum provide the proposal contract person's name, title, address, phone number, and email. Furthermore, Offeror may need to provide proof of authority of the person signing and submitting the Proposal. This will need to be available upon request from 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.

- d. **Late Proposals:** Proposals submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate Offeror. Post marks or dating of documents will be given no consideration in the case of late proposals.

- e. **Public Opening:** Public opening will be at 2:00 p.m. on April 3, 2025, at 2:00 p.m. CST. and will take place at 445 Sheridan Road, Highwood, IL 60040. **The purpose of the public opening is to unseal the proposals received and announce publicly what companies submitted proposals. No further details, such as pricing/costs, will be publicly announced.**

- f. In the event your company decides not to submit a proposal, it is requested that the RFP be returned on or before the submission deadline outlined above with a completed Statement of No Proposal.

1.8 **Questions/Written Inquiries**

Email is the preferred form of communication. (Note: School's email systems may have very restrictive security systems. If a response has not been received within three (3) business days confirming receipt of written inquiry, contact the SFA as per section 1.2 above. Any and all inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by March 16, 2026 at 10:00 a.m.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates, and timelines, etc. No other oral or other written communication from the SFA or its employees may be used or relied upon by Offeror or the Selected FSMC for any purpose whatsoever. Substantive questions will be compiled and both questions and answers provided to all Offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors. A written response will not be issued within 7 working/business days of proposal due date will be issued; a written addenda/addendum/amendment is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda/addendum/amendment(s) will be issued electronically to each Offeror known by the SFA who has requested a copy of the RFP. It shall be the Offeror's responsibility to ensure the receipt of any and all such addenda.

If the SFA issues any changes to this RFP, acknowledgement of receipt of such changes must be made to the SFA in writing, signed by an individual authorized to legally bind the offeror, and included in the offeror's package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the proposal as non-responsive. No addenda/addendum/amendment(s) will be issued within seven working days of the time and date set for the proposal due date. Should the SFA determine that clarification of the specifications/instructions is necessary within seven working days of the time and date set for the proposal due date, the time and date set for the proposal due date will be delayed allowing the issuing an addenda/addendum/amendment.

All addenda/addendum/amendment(s), including all questions and answers, must be submitted to ISBE for review and the SFA must receive notice that the document(s) comply with Federal rules and regulations prior to distributing.

Before submitting a Proposal, it shall be the responsibility of each Offeror to contact the SFA prior to the Proposal due date to determine whether additional addenda/addendum/amendment(s) were issued.

- 1.9 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 offerors will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, and to the extent permitted by law, the SFA (i) reserves the right to negotiate modifications to the Awarded Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful Offerors with the opportunity to modify their proposals to reflect such legislative changes.

1.10 **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 this 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 or subsequent presentation of the Offeror's response to this RFP or, if applicable, with respect to the negotiation of the Awarded Contract.

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 the proposal, all required certifications, and responses to any request for clarification.

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.

Issuance of this 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.

1.11 **Negotiations**

The SFA will not engage in negotiations.

1.12 **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.

1.13 **Overly Responsive Proposal**

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

Examples of overly responsive Proposals:

- Respondent offers a guarantee which was not requested in the original RFP,

- Respondent offers incentives over and beyond those required by the RFP document (such as scholarships or “free” equipment) to entice 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, then the offer would be considered overly responsive.

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

1.14 **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 and reserves the right to investigate each Offeror's ability to fulfill all requirements of the RFP, representations made by the Offeror, and contract terms of the Awarded Contract.

The SFA will consider each Proposal independent of other Proposals.

1.15 **RFP Estimations**

Quantities reflected in this RFP are estimates based on the SFA's actual combined claims for the SY-2024-2025 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.

2.1 Awarding the Contract

To be considered, Offeror must submit a complete response to this 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 this RFP. No other documents submitted with the Proposal will affect the contract provisions contain herein, and there may be no modification to the contract language without prior approval of the SFA and the Illinois State Board of Education (ISBE) Nutrition Department.

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

Offeror and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a Proposal; failure to do so will be at the Offeror's own risk. Failure or omission of Offeror to be familiar with existing conditions shall in no way relieve the Offeror of obligation with respect to this RFP, as an Offeror's proposal shall be understood to be an unconditional acceptance of the terms and conditions set forth in this RFP. 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.

2.2 Awarded Contract

This Awarded Contract is effective for a one-year period beginning (8/1/2026) and ending on (7/31/2027) (the "Term"), with up to four (4) one- (1)-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 if accepted by the SFA; any representations or warranties made therein, whether express or implied; 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. Notwithstanding, any exceptions listed in an Offeror's Proposal may or may not, in the SFA's sole discretion, be accepted.

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, amendment, and all such renewals shall be made on the original terms and conditions of the Awarded Contract unless otherwise expressly agreed to by the SFA.

Any proposed terms and conditions (i.e., exceptions) 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.** The Awarded Contract, addenda, or amendments must be entered in compliance with federal and state procurement requirements

2.3 **Termination**

Termination means the action a Federal agency or pass-through entity takes to discontinue a Federal award, in whole or in part, at any time before the planned end date of the period of performance. Termination does not include discontinuing a Federal award due to a lack of available funds.

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

- a. **Termination without cause:** The SFA can terminate the Awarded Contract *without cause* with a sixty- (60) day written notification mailed certified or personally delivered to the FSMC.
- 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:
 - i. The FSMC fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by SFA.
 - ii. The FSMC fails to make progress as to endanger performance of the Awarded Contract in accordance with its terms.
 - iii. Either party fails to comply with any of the material terms and conditions of the Awarded Contract and does not cure such failure within ten (10) days after written notice.
 - iv. Either party is declared insolvent or bankrupt by a court of competent jurisdiction.
 - v. 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: failure to maintain and enforce required standards of sanitation; failure to maintain proper insurance coverage as outlined by the Awarded Contract; failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SFA.
- c. **Termination Procedures:** 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 Awarded Contract, in whole or in part, upon notice to the Selected FSMC if the SFA determines that the actions, or failure to act, of the Selected 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 the Selected FSMC

If the Selected 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 Selected FSMC requesting that the breach of noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) takeover and perform any services that would otherwise be performed by the Selected FSMC pursuant to the Contract using its own forces or a third party approved; or (c) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any costs or damages incurred by the SFA as a result of the Selected FSMC’s default shall be borne by the Selected FSMC 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 Selected FSMC upon demand. SFA shall have the right to deduct from any amounts owed to the Selected FSMC to offset such costs or damages.

2.5 Exceptions and Deviations

The terms and conditions contained in this RFP are hereby incorporated in the resulting Awarded Contract. 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 must provide the request in writing to FSMCRFP@nssd112.org, prior to the date for submission of proposals.

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

All exceptions must be approved by the SFA and reviewed and approved by ISBE prior to acceptance by the SFA. The SFA shall not be under any obligation to honor any exception.

No exceptions or deviations will be considered after the due date of the Proposals. 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 approved by the SFA and issued to all Offerors via a written addendum to this RFP will be considered for inclusion in the Awarded Contract.

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

The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a Contract renewal agreement, the Selected FSMC shall document to the SFA, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed The 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 this Contract is contingent upon the fulfillment of all Contract provisions including, but not limited to, the utilization of USDA Foods (see section 7.2).

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

A material change is defined as a change that, had other Offerors known of the change at the time of they submitted their responses, would have caused them to bid/propose differently. [2 CFR 200.324](#) identifies that when a contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold. The SFA must perform a cost or price analysis. 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 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 Selected FSMC to cover the cost of labor, or to transition the cost of labor from the SFA to the Selected 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 Selected 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 Selected 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.

2.8 **Financial Guarantee**

As part of this RFP and based on the current Revenues and Expenses (as outlined in Exhibit H- current Income Statement of Nonprofit Food Service Account), the SFA has determined that a financial guarantee is not required. Any offeror that submits a proposal that includes a guarantee will be deemed overly responsive, as per section 1.11, and the proposal will not be considered for evaluation for the Awarded Contract.

SECTION 3:**GENERAL CONDITIONS****3.1 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.

3.2 No relief for errors or omissions

Each Offeror warrants and represents that it has read the RFP in its entirety and that it fully understands the terms of this RFP. Errors or omissions on the part of an Offeror shall not be waived, except in the discretion of the SFA.

3.3 Fully informed

Submission of a proposal by an Offeror 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.

3.4 Solicitation withdrawal or changes

An Offeror may withdraw its proposal by sending written notice to the SFA at FSMCRFP@nssd112.org, prior to the time and date established for the proposal submission deadline. Any change in a proposal may be made only by substitution of another proposal.

3.5 Code of Conduct/Ethics Procedures

The SFA's officers, employees, and agents shall neither solicit nor accept gifts or gratuities from Offerors. Any SFA officer, employee or agent that violates the aforementioned prohibition may be subject to discipline as provided in SFA Policy 2:105.

3.6 Protest Procedures**A. Who May File a Protest**

Offerors are permitted to challenge the SFA's recommendation to award a contract. A valid protest must 1) come from an actual Offeror who submitted a proposal, and 2) who claims to be the rightful awardee. That is, a protest is not valid if filed by a party who cannot show they would be recommended for award of the contract if their grounds for protest are determined to be valid.

B. Grounds for Protest

Protestors may file a protest alleging a material violation of the terms of the RFP, or state or federal law. Protests relating to cancellation of the RFP or rejection of all proposals are not permitted.

C. Time for Filing

An Offeror must file a protest within five (5) business days after the Offeror receives notice that it will not be recommended for the contract award. The date of filing is the date the protest is received by the SFA. Protestors bear all risk of untimely delivery of a protest. Failure to make a timely protest in accordance with these procedures shall constitute a waiver of any complaint or protest.

D. Form and Content of Protest

All protests must be in writing and submitted to: Dr. Michael Lubelfeld, Superintendent at mlubelfeld@nssd112.org. The protest must state with specificity all grounds upon which the protest is

based and include any supporting documentation or information deemed relevant. Issues not raised in the initial protest are deemed waived. The protest must provide evidence that the SFA failed to follow the procedures set forth in this RFP, violated applicable law or made identifiable mathematical errors or other calculation errors in evaluating the bid.

All protests will be disclosed to the Illinois State Board of Education Nutrition Programs Division. The SFA has no obligation to delay or otherwise postpone an award of the contract based on the submission of a protest.

E. Resolution

The Superintendent will review the protest and issue a written decision within five (5) business days of receipt. All decisions pertaining to an RFP protest shall be final.

3.7 Bond Requirements - None.

3.8 The SFA reserves the right to investigate each offeror's ability to fulfill the terms of the contract. The SFA reserves the right to reject any and all proposals and to waive any technicalities in the proposals and the RFP process.

3.9 All proposals shall remain valid and subject to acceptance for a period of ninety (90) calendar days after the solicitation opening date. Award of the Contract shall be made to the highest-scoring, responsible Offeror as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the Contract.

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

3.11 All Offerors 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 offeror 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.

3.12 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.

3.13 All completed solicitations and supporting documentation submitted shall be the property of the SFA.

3.14 Until a final selection is made by the SFA, as indicated by the SFA issuing an intent to award, no offeror, prospective or otherwise, shall be provided access to any supporting solicitation documents received by the SFA. All supporting solicitation 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 the SFA makes a final selection and issues an intent to award. Violation of this clause by any offeror, prospective or otherwise, shall result in automatic disqualification of the offeror 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.

SECTION 4:

SCOPE OF SERVICES

4.1 Food Service Program Description

Our Food Service Program is dedicated to providing nutritious, appealing, and safe meals to all students and staff within the SFA. Our operation is fully compliant with the United States Department of Agriculture (USDA) National School Lunch Program (NSLP), School Breakfast Program (SBP), and all related federal and state regulations, ensuring all meals meet the required dietary specifications for calories, saturated fat, sodium, and specific nutrient targets.

We currently have 5 schools in the NSLP and SBP and 4 schools on ILF (Illinois Free Lunch) and special milk program, for the school year 2026-2027 we are integrating those 4 sites from the ILF to the NSLP. Braeside Elementary will start the school year with ILF from August to November 2026 and start December in the new building with NLSP and SBP.

SY 2025-2026			SY 2026-2027		
School	Satellite		School	Satellite	
Edgewood	Ravinia		Edgewood	Braeside	Box Lunches August – Nov 2026
	Oak Terrace			Ravinia	
	Braeside	Box Lunch	Northwood	Wayne Thomas	
Northwood	Indian Trail	Schools	Sherwood	Indian Trail	
	Sherwood			Oak Terrace	
	Wayne Thomas		Red Oak	Self -Serves	

4.2 The Selected FSMC shall operate in conformance with the SFA’s Permanent Agreement/Policy Statement with ISBE for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with CNP and as required by this RFP and subsequent Awarded Contract.

The programs listed below shall be the same as those listed in the attachment sections of this RFP, which is part of the Awarded Contract.

Additional program(s) may be considered in the future. 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)
- Seamless Summer Option (SSO) lunch
- School Breakfast Program (SBP)

- Seamless Summer Option (SSO) breakfast
- After School Snack Program (ASSP)
- Special Milk Program (SMP)
- A la Carte Sales
- Child and Adult Care Food Program (CACFP)
 - CACFP- breakfast program
 - CACFP- lunch program
 - CACFP- at risk after school snack program
 - CACFP- at risk after school supper program
 - CACFP- a.m./p.m. snack program (Pre-K programs)
- Summer Food Service Program (SFSP)
 - SFSP - Breakfast
 - SFSP – Lunch
- Vending Machines
 - Adult/ Staff access (to be billed through a la carte sales and all revenue accumulated to the nonprofit school food account)
 - Student access (to be billed through a la carte sales and all revenue accumulated to the nonprofit school food account)
- Catering (to be billed and paid with Non-Child Nutrition Program funds)
- Other Services (to be billed and paid with Non-Child Nutrition Program funds) outlined in section 4.20 below.

- 4.3 The projected number of full feeding days is approximately 175 during the school year and 20 for Summer School.
- 4.4 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 4.5 The food service shall be managed to promote maximum participation in the Child Nutrition Programs.
- 4.6 The Selected FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified in the schools/sites listed in the exhibit's sections of this RFP, which is part of the Awarded Contract.
- 4.7 The SFA may at any time during the Term of the Contract add or remove meal periods for programs covered by the Contract throughout the Contract Term and any Renewal Terms unless the addition or removal of meal programs creates a material and/or substantive Contract change.
- 4.8 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.

- 4.9 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 4.10 The Selected 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.
- 4.11 The Selected FSMC shall conduct the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs, as well as all local, county and state laws and regulations relating to sanitation of food service operations and facilities.
- 4.12 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.
- 4.13 **Fresh Fruit and Vegetable Program (FFVP) Grant**
The purpose of the [Fresh Fruit and Vegetable Program Grant](#) is to increase fresh fruit and fresh vegetable consumption in elementary schools that participate in the National School Lunch Program (NSLP). Priority is given to elementary schools based on free and reduced eligibility.

The FFVP program is different from the [Department of Defense \(DoD\) Fresh Fruit and Vegetable Program](#).

If the SFA determines they are eligible to apply for the FFVP grant, they shall do so. If the SFA becomes an awardee of the FFVP grant, the SFA shall adhere to all terms and conditions of the federal grant award. The SFA may or may not work with the Selected FSMC to implement the FFVP grant.

The SFA is not currently a recipient of the FFVP grant.

- 4.14 **Local Foods for Schools (LFS) Grant**
The goal of the [Local Foods for Schools Grant](#) is to increase purchases of domestic, locally grown foods from local producers, small businesses, and socially disadvantaged farmers/producers for distribution to schools in order to build a more resilient local food chain by expanding and strengthening local and regional markets.

The LFS Grant is different from the [FFVP Grant](#) and [USDA foods entitlement](#).

If the SFA determines they are eligible to apply for the LFS grant, they shall do so. If the SFA becomes an awardee of the LFS grant, the SFA shall adhere to all terms and conditions of the federal grant award. The SFA may or may not work with the Selected FSMC to implement the LFS grant. If the SFA decides to work with the Selected FSMC to implement the LFS grant, both parties must adhere to all the terms and conditions of the federal grant award. The SFA may reimburse the Selected FSMC for the cost difference of the original meal component and the new local meal component. If requesting a cost difference, the request must include detailed supporting documentation that shows the cost of the original meal component and the cost of the local meal component as well as all other reporting documentation as required by the LFS grant terms. The SFA must maintain responsibility of the LFS grant, including tracking the funds, and complying with the documentation and reporting requirements. The cost reimbursement is specific to the LFS grant.

The Selected FSMC cannot request any other cost reimbursement for the implementation of local foods. If the RFP requires the Selected FSMC to incorporate local foods into the daily menu offering the Selected FSMC must adhere to those requirements and must not submit a request to the SFA for cost difference reimbursement. The Selected FSMC must be able to provide documentation to show that the menu items for LFS are different from the obligations under this RFP.

The SFA is not currently a recipient of the LFS grant.

4.15 **Community Eligibility Provision (CEP)**

Not applicable.

4.16 **Child and Adult Care Food Program(s) (CACFP)**

Not applicable.

4.17 **Summer Food Service**

The SFA runs the Seamless Summer Option (SSO), breakfast program. This program runs Monday through Thursday during the summer.

4.18 **Catering**

Not applicable.

4.19 **Vending**

Not applicable.

4.20 **Additional Local Requirements/Services**

Menus need to include vegetarian and Gluten Free daily choices, the gluten free lunch has to be served with vegetables and fruit to make it a reimbursable meal. Such meals will be purchased per parent request and preordered.

SECTION 5: SCHOOL FOOD AUTHORITY RESPONSIBILITIES

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

5.5 **Monitoring**

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

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)

5.6 **FSMC Performance Monitoring**

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

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

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

- 5.7 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.
- 5.8 The SFA shall inform the Selected FSMC of any adjustments to menus and monitor implementation of adjustments.
- 5.9 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the Selected FSMC.
- 5.10 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, and Food Distribution Programs*; the *Policy Statement for all reimbursable meals*; the *Permanent Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement*, [7 CFR 210.16\(a\)\(5\)](#).
- 5.11 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.
- 5.12 The SFA shall ensure USDA Foods received for use by the SFA and made available to the Selected FSMC are utilized within the specified Term (or any Renewal Terms) of the 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 CFR 250](#).
- 5.13 The SFA, in partnership with the Selected FSMC, shall maintain and post, in a publicly visible location, all reports on the most recent food safety inspection, and provide a copy of the food safety inspection reports to a member of the public upon request.
- 5.14 The SFA shall ensure all state and local regulations are met by the Selected FSMC preparing or serving meals at SFA facilities.
- 5.15 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\(a\)\(8\)](#)).
- 5.16 **Substitutions and Meal Modifications**
The SFA shall be responsible for receiving medical statements regarding students' disabilities and/or special dietary needs and shall ensure the Selected FSMC complies with all special dietary accommodation requirements. Substitutions and modifications are made on a case-by-case basis and must be supported by a written statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a State Licensed Healthcare Professional.

For students without disabilities, the substitution must be consistent with the meal pattern requirements for the meal to be reimbursable.

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

- a. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster.
- b. 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.
- c. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals.
- d. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.

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

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

The SFA employed Food Service Director must ensure that all personnel, including the SFA and the Selected FSMC employees, providing services for the school meal programs have met the required professional standards for state and local nutrition programs personnel pursuant to [7 CFR 210.30](#). Therefore, the SFA must require the SFA appointed staff and the Selected FSMC, and the Selected FSMC hereby agrees to provide annual documentation to the SFA showing the training hours and topics completed by all employees that meet this requirement.

5.20 **Illinois Web-based Systems**

The SFA assigned food service director and any other SFA employed staff that maintain food service responsibilities must have individual access to all Child Nutrition Program Illinois Web-Based Systems. Each user must have their own username and password, those in which cannot be shared internally or externally.

Each SFA user is responsible for maintaining the confidentiality of any login information associated with any account used to access the following systems. The user shall inform ISBE immediately if they become aware of any unauthorized access to their account. Accordingly, each user is responsible for all activities that occur under their account/s.

- a. Web-based Illinois Nutrition System (WINS)
- b. Illinois Commodity System (ICS)

SECTION 6: FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

- 6.1 The Selected FSMC shall always provide its services (including but not limited to the designations outlined in section 12.2) hereunder in accordance with generally accepted standards of care and best practices in the industry.
- 6.2 The Selected FSMC shall provide the specified meal types and services in the schools/sites listed in the exhibit sections of this RFP, which is part of the Awarded Contract.
- 6.3 The Selected FSMC shall serve meals on such days and at such times as requested by the SFA.
- 6.4 The Selected FSMC shall serve reimbursable meals and/or milk to children by their designated eligibility status by the SFA.
- 6.5 The Selected FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and reviewed by ISBE in the annual contract between the SFA and ISBE for the programs listed within, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation [7 CFR 245.8](#).
- 6.6 In order for the Selected FSMC to offer a la carte sales food service, the Selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
- 6.7 The Selected FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- 6.8 The Selected FSMC shall implement the collection procedures as specified by the SFA and approved by the Illinois State Board of Education.
- 6.9 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA listed in the exhibit sections of this RFP.
- 6.10 The Selected FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA in the exhibit sections of this RFP for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of 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 USDA 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 the Child Nutrition Programs for the age/grade groups of school children as required by the USDA Meal Pattern. Any changes made by the Selected FSMC after the first initial menu cycle for the applicable Child Nutrition Program may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference [7 CFR 210.16\(b\)\(1\)](#)).
- 6.11 The serving sizes provided by the SFA on the 21-day cycle menu(s) specified by the SFA in the exhibit sections of this RFP are, in most cases based on the required minimum serving sizes as required by the USDA Meal Pattern. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as required by the USDA Meal Pattern, the Selected FSMC must adjust the serving sizes and/or provide additional food

items as necessary to meet the required calorie ranges and nutrient standards while meeting all USDA Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).

- 6.12 The Selected FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the Child Nutrition Programs, as applicable.
- 6.13 The SFA shall establish and the Selected FSMC shall participate, upon request of the SFA, in periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning, and to provide general food service operational updates. (Reference [7 CFR 210.16\(a\)\(8\)](#)).
- 6.14 The Selected FSMC shall promote efforts to increase Child Nutrition Program participation in all the sites listed within this RFP.
- 6.15 The Selected FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in the SFA's Local Wellness Policy as listed in the exhibit section of this RFP. The Selected 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.
- 6.16 The Selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- 6.17 The Selected FSMC shall use, operate, and maintain in a sanitary condition SFA facilities for preparation of food to be served.
- 6.18 **Substitutions and Meal Modifications**
The Selected FSMC is required to make modifications or substitutions to food components of the meal pattern for students with disabilities in accordance with [7 C.F.R. § 15b](#) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of cultural, religious, or ethical preferences. Refer to the requirements outlined in Section 5.
- 6.19 The Selected FSMC be responsible for depositing daily all monies received in the SFA's nonprofit food service account. All acceptable internal control procedures must be followed in accordance with SFA internal financial practices. Selected FSMC must give the deposits to the school office on a daily basis.
- 6.20 The Selected FSMC shall comply with all local and state food safety and sanitation requirements.
- 6.21 It will be the joint responsibility of the SFA and the Selected FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the Selected FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.
- 6.22 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 primary beneficiaries.
- 6.23 The Selected FSMC shall administer training, conduct new hire orientation, manage compliance and sanitation licensure processes, promote continuous learning environment, and ensure delivery of

professional development for food service staff. Training shall include, but not limited to, all legally mandated training under the Illinois Human Rights Act or other state and federal laws, Civil Rights, professional standards regulations, POS system, how to operate kitchen equipment, food safety and sanitation.

6.24 The Selected FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/ State reviews/ audits, corresponding with the SFA's period of liability.

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

In accordance with Professional Standards for State and Local School Nutrition Programs Personnel as required by federal regulations outlined in [7 CFR 210.30](#). The Selected FSMC must follow regulations as described in this 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.

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

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

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

SECTION 7:**FOOD DISTRIBUTION PROGRAM**

- 7.1 Any USDA Foods and/or Department of Defense (“DOD”) received for use by the SFA and made available to the Selected FSMC shall be utilized within the specified Term of the 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 CFR 250](#).
- 7.2 The Selected FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the National School Breakfast and Lunch Programs subject to approval of the SFA. The SFA and Selected FSMC must order USDA Foods within the appropriate designated ISBE Food Distribution Systems in quantities sufficient to receive and credit the SFA for USDA Foods maximizing the SFA’s annual USDA Foods entitlement amount. The FSMC should have provided a minimum credit total of 85% of the SFA’s annual USDA Foods entitlement amount three (3) months prior to the annual contract end date with the expectation of 100% USDA Foods entitlement credit by the end of the annual contract term. If the Selected FSMC utilizes more than 100% of entitlement, all additional/bonus entitlement must also be credited by the end of the annual contract term.
- If the SFA has not received a minimum credit total of 85% three (3) months prior to the annual contract end date:
- i. The Selected FSMC must submit a corrective action plan to the SFA on how the Selected FSMC will reach the expected 100% USDA Foods entitlement credit to the SFA by the end of the annual contract term. This corrective action plan will be submitted to ISBE for review and determination of compliance. If determined not in compliance a mandatory rebid may be required.
 - ii. The SFA must submit a corrective action plan to ISBE on how the SFA will ensure program control and maintain responsibility for the administration of the Child Nutrition Programs as per 7 CFR 210.
- 7.3 The Selected FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the SFA’s food service.
- 7.4 The Selected 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.
- 7.5 The Selected FSMC shall utilize all other USDA Foods or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA’s food service.
- 7.6 The Selected FSMC shall credit the SFA’s monthly bill/invoice the current market value, as issued by the Illinois State Board of Education, of all USDA Foods received during each Contract Term. The Selected FSMC must credit 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. The Selected FSMC may not hold deliveries to prevent receipt during the Contract Term. USDA Foods requested and allocated for the Contract Term must be received in full prior to the expiration of each Contract Term.
- 7.7 Credit issued by the Selected FSMC to 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.

- 7.8 The current market value of USDA Foods is based on the prices issued by the Illinois State Board of Education in compliance with [7 CFR 250.58\(e\)](#).
- 7.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in [7 CFR 210.9\(b\)\(2\)](#).
- 7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Selected FSMC during each Contract Term for use in the SFA's food service.
- 7.11 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.
- 7.12 The SFA reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations in accordance with [7 CFR 210](#) and [250](#).
- 7.13 The Selected FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The Selected FSMC must meet all storage and inventory management requirements outlined in [7 CFR 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.
- 7.14 The Selected FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA and shall credit the SFA either monthly or through a fiscal year-end reconciliation.
- 7.15 **The SFA and the Selected 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 Selected FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 7.16 The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The Selected FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. The National Processing Agreement and the State Processing Agreement must be used as the basis for the processing agreement as determined by the Illinois State Board of Education. The terms and conditions of the processing contract must comply with [7 CFR 250](#). In accordance with [7 CFR 250.51\(a\)](#), the Selected 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 7.19 below). Such credit shall be issued in full prior to the expiration of each Contract Term USDA Foods diverted for the Contract Term must be credited in full prior to the expiration of each Contract Term whether the processed end products have been used or not. Unused diverted pounds credited to the SFA by the FSMC will be removed from the SFA's processor account(s) and placed in the State of Illinois' processor account(s).
- 7.17 The Selected FSMC shall not enter into subcontracts for further processing of USDA Foods.

- 7.18 The Selected FSMC shall be responsible for all delivery and freight/handling costs associated with USDA Foods. The SFA shall be responsible for all storage and warehousing costs associated with USDA Foods. Estimated annual delivery, freight/handling costs will be \$7.37 per case ordered for school year 2025-2026. USDA food entitlement value for the 2025-2026 school year was \$42,063.30. Estimated USDA foods entitlement value for school year 2026-2027 is \$37,336.05.
- 7.19 If the SFA is responsible for all storage and warehouse costs associated with USDA Foods as designated in 7.18 above, then the SFA shall provide reimbursement to the Selected FSMC for USDA Foods that are lost, damaged, or become out-of-condition due to the SFA's own negligence and for which the Selected FSMC has already credited the SFA.
- 7.20 In the event the Illinois State Board of Education pays the delivery fees of the USDA foods, this monthly cost savings **must** be returned to the SFA as a line-item credit on the applicable monthly invoice.
- 7.21 If the Selected FSMC acts as an intermediary between a processor and the SFA, the Selected 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.
- 7.22 The Selected FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The Selected FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and/or non-processed USDA Foods.
- 7.23 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 Selected FSMC's food service operation, including the review of records, to ensure compliance with the requirements of the Contract and federal regulations ([7 CFR 210](#) and [250](#)).
- 7.24 The Selected 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.
- 7.25 At the discretion of the SFA, the Selected FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.
- 7.26 The SFA shall retain title to all USDA Foods provided to the Selected FSMC for use in the SFA's food service.
- 7.27 The proposed rate per meal must be calculated as if no USDA Foods were available.

SECTION 8:**PURCHASES/BUY AMERICAN/LOCAL FOODS**

8.1 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.

8.2 Any purchase of food must meet the USDA Meal Pattern requirements and the Minimum Food Specifications listed in this RFP.

8.3 **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 records.

When making purchases on behalf of the SFA, the Selected FSMC may substitute its own procurement procedures, or otherwise deviate from the policies adopted by the SFA only with the written approval of the SFA. 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.

8.4 The Selected FSMC shall retain title of all purchased food and nonfood items.

8.5 **Buy American Provision**

The Selected FSMC must 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.

The Buy American provision requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American provision applies to school food authorities located in the 48 contiguous United States. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, school food authorities in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities. Likewise, school food authorities in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities.

This provision supports the mission of the child nutrition programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or School Breakfast Programs and are found at [7 CFR 210.21\(d\)](#) and [7 CFR 220.16\(d\)](#), respectively.

USDA policy memorandum [SP 23-2024](#), dated 05/29/24, Buy American Provisions Related to the Final Rule Titled, Child Nutrition Programs: *Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans*, provides information regarding the implementation of the Buy American Provision.

Definitions

Domestic commodity or product means (A) An agricultural commodity that is produced in the United States; and (B) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Substantially using agriculture commodities that are produced in the United States means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.

A **meal component** means one of the food groups which comprise reimbursable meals. The meal components are fruits, vegetables, grains, meats/meat alternates, and fluid milk. **A meal component is considered an agricultural commodity.**

8.6 **Exceptions**

As per, [7 CFR 210.21\(d\)\(5\)](#): The purchase of foods not meeting the definitions outlined in section 8.5 above and in [7 CFR 210.21\(d\)\(1\)](#) is only permissible when the following criteria are met:

- i. The school food authority determines that one of the following limited exceptions is met:
 - A. The product is listed in the Federal Acquisitions Regulations (FAR) at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - B. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.
- ii. Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined in section 8.5 above and in [7 CFR 210.21\(d\)\(1\)](#)) must not exceed the following caps by the established deadlines:
 - A. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.
 - B. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
 - C. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.
- iii. School food authorities must maintain documentation, except when the item purchased is found on the FAR at [48 CFR 25.104](#) when using an exception under [paragraph \(d\)\(5\)\(i\)](#) of this section (and in section 8.6(i) above).
- iv. School food authorities must maintain documentation, to demonstrate that when using an exception under [paragraph \(d\)\(5\)\(i\)](#) (and in section 8.6(i) above) of this section their non-domestic food purchases do not exceed the annual threshold specified in [paragraph \(d\)\(5\)\(ii\)](#) of this section (and in section 8.6(i) above).

8.7 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.
 - A sample exception form is the [“Buy American – Record of Exception”](#).
- 8.8 The Offeror by signing the Offeror’s Proposal is certifying meals sold through the SFA’s Child Nutrition Program are prepared and processed in compliance with the Buy American Provisions.
- 8.9 The Selected FSMC will supply a detailed data report, with a certification of the percentage of U.S. content in the products supplied to the SFA, that shows compliance with the Buy American provision to the SFA Quarterly.
- 8.10 The Selected FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States, or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- 8.11 The Selected FSMC shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.
- 8.12 The Selected FSMC may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 8.13 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.
- 8.14 The Selected FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- 8.15 For the duration of the Contract and all subsequent renewal Terms, as applicable, the Selected FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above and the food specifications contained herein.
- 8.16 **Locally grown and locally raised unprocessed agricultural products**
- a. Locally grown and locally raised unprocessed agricultural products are food items that are raised, produced, aggregated, stored, processed, and distributed within 400 miles of where the final product is marketed. These products are minimally processed and include fruits, vegetables, grains, meat, dairy, and other items emphasizing a focus on supporting regional agriculture, sustainability, and providing fresh, unaltered food options for school meals.
 - b. Locally grown and locally raised unprocessed agricultural products must appear on the menu at least twice per month.
 - c. The Awarded FSMC must clearly identify on the menu the local product and where the product originated from.
 - d. The Awarded FSMC must provide, upon request from the SFA, State Agency and/or USDA, supporting documentation on the local products served. Supporting documentation shall include, at a minimum, the name of the Farm/Ranch/Producer, location of the Farm/Ranch/Producer, and purchase volume.

SECTION 9: USE OF FACILITIES, INVENTORY, AND EQUIPMENT

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

9.2 Facilities

- a. 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.
- b. 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.
- c. The Selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
- d. 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.
- e. The SFA shall provide sanitary toilet facilities for the Selected FSMC employees.
- f. The Selected FSMC is responsible and liable for any physical, personal, or property damages caused by the Selected FSMC, its employees, or any subcontractors.
- g. 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.
- h. 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.

9.3 Inventory

- a. 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.
- b. 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.

- c. The Selected FSMC shall notify the SFA if there is a reduction in the inventory level provided of silverware, tableware, kitchen utensils, and other operating items necessary for the food service operation as initially purchased and provided by the SFA.

9.4 **Equipment**

- a. 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.
- b. The Selected FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year, middle and the end of the school year, including but not limited to flatware, trays, tableware, glassware, and kitchen utensils. The Selected FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory, or, in the case of repairs of equipment necessary for the preparation of food or other services to be provided under this Contract, no later than 30 days after discovery of any defect in such equipment requiring pair.
- c. 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 FSMC's responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service. Title and all warranties to such equipment shall be transferred or assigned to SFA.
- d. The Selected FSMC shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all FSMC-owned property and equipment.
- e. The SFA shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level.
- f. 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.
- g. The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, and/or delivery of school meals. The Selected FSMC shall comply with all state laws and regulations governing public works projects if such equipment or the installation of such equipment constitutes a public work under Illinois law, including without limitation the Illinois Prevailing Wage Act.
- h. The Selected FSMC shall provide written notification to the SFA of any equipment belonging to the Selected FSMC within ten days of its placement on SFA premises.
- i. The Selected FSMC shall retain title to all FSMC-owned property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires

or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

- j. 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.
- k. 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.
- l. 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.
- m. Upon expiration or termination of the Contract, it shall be the Selected FSMC's responsibility to remove all Selected FSMC-owned property and equipment within a timely manner and without damage to SFA facilities.
- n. 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.

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

All equipment purchased must be deemed necessary, reasonable and allocable ([2 CFR 200.403](#), [2 CFR 200.404](#), [2 CFR 200.405](#)) for proper and efficient performance and administration of the Child Nutrition Programs (CNP) prior to purchasing.

- a. The following provisions will apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program, as applicable:
 - i. **Non-Expendable Equipment:** is defined as equipment with a value over \$10,000, or lower local threshold per unit and expected to last over one year. The Selected FSMC will not purchase non-expendable equipment or other supplies for the food service program, unless the purchase is necessary because FSMC exercised less reasonable care of equipment or supplies or as provided in Exhibit F.
 - ii. **Expendable Equipment:** is defined as equipment with a value under \$10,000, or lower local threshold per unit, commonly referred to as smallware's (serving utensils, trays, etc.). The Selected FSMC will not purchase expendable equipment or other supplies for the food service program, unless the purchase is necessary because FSMC exercised less reasonable care of equipment or supplies.
 - iii. Exhibit F is a list of equipment (expendable and/or non-expendable) that the Selected FSMC is expected to provide and are included in the investment value(s) above.
 - iv. The Selected FSMC must receive written approval from the SFA prior to making an equipment (expendable and/or non-expendable) purchase on behalf of the SFA.
 - v. The Selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action, as per local, state, and/or federal rules and regulations, including providing detailed supporting documentation for the purchases.
 - vi. The SFA must track all purchases, if required, to ensure value is met and not exceeded.

- vii. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service.
 - viii. Ownership of the equipment, or other supplies will vest in the SFA upon installation/addition within the SFA facility. At such time, 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 may not contain FSMC logos.
 - ix. The Selected FSMC may create and/or provide marketing materials for the food service program with or without FSMC logos. These costs are not to be billed/ invoiced to 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 for the provision of the contractual services required by the Contract.
- b. 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.
- c. The SFA and the Selected FSMC shall work together to ensure a financially sound operation.

9.6 **Vehicle**

The Selected FSMC shall provide all necessary vehicles and transportation required for the delivery of meals or other service in accordance with this Contract. At all times during the term of this Contract and as more fully set forth herein, the Selected FSMC shall maintain all required automobile liability insurance for vehicles owned or leased by the FSMC that are used to provide services under this Contract. Such vehicles shall be maintained in good and working conditions. The SFA shall not be responsible for any loss or damage to vehicles owned by the FSMC arising as a result of or in connection with this Contract.

9.7 **Point of Sale (POS) System**

The Selected FSMC is responsible for the daily operation and technical support of the SFA Point of Sale (POS) System, (Infinite Campus). All FSMC employees must be professionally trained in the use of the SFA's POS system.

SECTION 10:**FOOD SAFETY AND SANITATION**

- 10.1 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.
- 10.2 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.
- 10.3 **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.
- 10.4 The Selected FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
- 10.5 The SFA shall remove all garbage and trash from the designated areas.
- 10.6 The Selected FSMC shall clean the kitchen areas for each site listed in Exhibit A School/Site Data Listing including, but not limited to, sinks, refrigerators, freezers, stoves, ovens, warming units, counters tables, chairs, flatware, and utensils.
- 10.7 The Selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 10.8 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 10.9 The SFA shall provide pest control services as needed.
- 10.10 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.
- 10.11 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.
- 10.12 The Selected FSMC must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacterial levels in the meals served.

SECTION 11:**EMPLOYEES**

- 11.1 The Selected FSMC shall provide staff to manage the SFA's food service operations and supervise all employees. The Selected FSMC shall provide a list of names of staff assigned to the SFA, including title, and assigned location.
- 11.2 The Selected FSMC shall be responsible for the daily supervision and training of personnel, including SFA-employed staff. Supervision activities include, but are not limited to, employee and labor relations, assigning of duties, enforcing sanitation and safety standards, checking the quality and quantity of food, and personnel development. The Selected FSMC shall also be responsible for the hiring and termination of food service-related staff who are employees of the Selected FSMC.
- 11.3 The Selected FSMC shall comply with all wage and hours of employment regulations and requirements of federal, state, and local law.

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

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

11.4 **Supplemental Wage Billback:**

Supplemental wage billing related to any applicable Local, State and/or Federal mandated labor laws including, but not limited to, the fixed minimum wage and the paid leave for all workers act, **will not** be allowable during the initial contract term or any applicable renewal term. The Selected FSMC will take full responsibility of all applicable labor laws and submit a proposal accordingly. Any offeror that erroneously calculates their proposal shall be responsible for any and all costs incurred as a result of, or in connection with, the need to provide wage increases and/or additional paid leave benefits under the law.

- 11.5 The Selected FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.6 The Selected FSMC and 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 have a certified dietitian on staff who shall have input on local decisions regarding the dietary needs for the 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.
- 11.7 The Selected 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's Board of Education or procedures adopted by its administration, which shall be made available to the Selected FSMC and furnished in writing electronically and/or in print.
- 11.8 The Selected FSMC shall provide the SFA with a list of its personnel policies and employee handbook.

11.9 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.

11.10 The FSMC shall 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 the FSMC in which the employee:

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

11.11 For each FSMC employee, at its own expense, the Selected FSMC shall perform checks of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS 152/101 *et seq.*), and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the Child Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75–105), at least once for every five years the employee remains employed by the FSMC. All results must be provided to the SFA.

11.12 All FSMC employees are required to attend a Blood Borne Pathogen training session. These sessions are provided by the SFA at no charge to the FSMC. In compliance with OSHA regulation, 29 CFR 1910/1030 (passed 12/6/91), and the Illinois Department of labor regulation passed (1/29/93). Universal Precautions are to be followed for handling blood and other potential infectious materials. The SFA will provide training sessions at the beginning of the school year with the school nurse.

- 11.13 The SFA shall include a current schedule of employees, positions, assigned locations, hours of work, wages, and benefits (as applicable) on Exhibit G. Exhibit G is to be utilized as a reference of current operation. Offerors are to submit proposals that include a detailed staffing chart with costs specific to their proposal that will meet the needs of this RFP.
- 11.14 All offerors **must** submit a proposal that includes the actual schedule of employees, positions, assigned locations, salaries, and hours to be worked that will meet the specifications outlined in this RFP. The proposal **must** include the cost of all hourly labor, a Food Service Director and other Salaried Management, minimum wage increases, wage increases, costs related to benefit packages, costs related to the Paid Leave for All Workers Act, and/ or any other law impacting wages and benefits, as applicable, to provide the services required and outlined within this RFP.
- The Selected FSMC shall provide an on-site Food Service Director. The Food Service Director's time and/or duties 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).
 - Any offeror that erroneously calculates their proposal shall be responsible for any and all costs incurred as a result of, or in connection with, the need to provide additional staff, wage increases and/or additional paid leave benefits under the law. The SFA will not provide guidance with response to compliance, and offerors are encouraged to consult their legal counsel for purposes of calculating the cost of their proposal.
- 11.15 The Selected FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as proposed in the offer submitted throughout the entire Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The Selected FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits. Increase in employee positions, hours, wages, and benefits are at the expense of the Selected FSMC.
- 11.16 In the event a reduction in employee positions, hours, wages, and/or benefits occurs, and such reduction is authorized by the SFA, the Selected FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated in this RFP for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
- 11.17 The Selected FSMC must ensure that the employees' hours listed are not used for catering or special functions.
- 11.18 The Selected FSMC shall ensure that, pursuant to 105 ILCS 5/24-5, not more than 90 days preceding the time of presentation of the Contract to the school board, all individuals who have direct, daily contact with pupils performing services on the Selected FSMC's behalf in or for schools shall have evidence of physical fitness to perform duties assigned and are free from communicable diseases, and may be subject to additional health examinations, including screening for tuberculosis, prior to performing any such services in or for schools, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health, any controlling State mandate (including Executive Orders) or any local rule of the SFA. FSMC shall provide the SFA with evidence of physical fitness to perform duties assigned and freedom from communicable disease.
- 11.19 Upon written request of the SFA, the Selected FSMC will remove any Selected FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the

physical, mental, or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.

- 11.20 In the event of the removal or suspension of any employee, the Selected FSMC shall immediately restructure its staff without disruption in service.
- 11.21 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 11.22 The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the parties and shall be in compliance with local policy as well as all applicable state and federal laws including but not limited to the federal Fair Labor Standards Act [29 USC 212], the Illinois Child Labor Law [820 ILCS 205-1-22], the Illinois Vocational Education Act [105 ILCS 435/1 et seq.], and their implementing rules and regulations.
- 11.23 The Selected 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 Selected FSMC's local management position(s).
- 11.24 The Selected FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
- Collection and use of data,
 - Effective public notification systems,
 - Complaint procedures,
 - Compliance review techniques,
 - Resolution of noncompliance,
 - Requirements for reasonable accommodation of persons with disabilities,
 - Requirements for language assistance,
 - Conflict resolution, and
 - Customer service.
- 11.25 **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. (Reference [7 CFR 210.30](#))

The proposed standards for SFA employees are summarized in the following:

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

<p>School Nutrition Program Directors</p>	<p>Each year, at least 12 hours of annual education/training. 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, or for all school nutrition program directors if determined by the State agency.</p>
<p>School Nutrition Program Managers</p>	<p>Each year, at least 10 hours of annual education/training. 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.
<p>School Nutrition Program Staff (other than the director and managers) that work an average of at least 20 hours per week</p>	<p>Each year, at least 6 hours of annual education/training. 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.
<p>Acting and Temporary Staff, Substitutes, and Volunteers (working less than 20 hours per week)</p>	<p>Each year, at least 4 hours of annual education/training within 30 calendar days of their start date. 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.

- 11.26 If the non-instructional services outlined in this agreement are currently performed by any employee or bargaining unit member of the SFA, the FSMC agrees to abide by the requirements set forth in 105 ILCS 5/10-22.34c.
- 11.27 The Selected FSMC shall be responsible for providing uniforms, at no charge, to all food service employees. The uniform shall bear the name of the FSMC. For kitchen staff, uniforms consist of, at a minimum, two shirts, hat/visor/hairnet, slip resistant footwear and an apron. For drivers (if applicable), appropriate weight coats (light for fall and heavy for winter) are to be provided.

SECTION 12:**DESIGNATION OF PROGRAM EXPENSES**

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

12.2 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, hourly	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part time Workers, hourly	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee background check	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Employee fingerprinting	<input type="checkbox"/>	<input checked="" 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 (General food purchases)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Foods		
Freight/ Delivery Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storage/Warehouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Expenses		
Accounting		
-Bank Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-Data Processing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-Recordkeeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-Processing and Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment— Nonexpendable over \$10,000, or lower local threshold per unit and expected to last over one year		

Description	Column I (Selected FSMC)	Column II (SFA)
-Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-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 for SFA's obligations under Paragraph 10.8	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning Supplies for FSMC's obligations under Paragraph 10.6	<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 (computers/printers/supplies)	<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"/>
Point of Sale (POS) system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
POS tickets/ lunch cards/ tokens	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Printing	<input checked="" type="checkbox"/>	<input 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"/>
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"/>
-Vehicle Gas/Diesel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Description	Column I (Selected FSMC)	Column II (SFA)
-Vehicle Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION 13:**INVOICING AND PAYMENT TERMS**

- 13.1 All proposals must be calculated based on the terms and conditions outlined within this RFP to include by not limited to menu(s), food specifications, USDA Meal Pattern and Nutritional Standards, labor, supplies and on the projected annual units provided on the *Proposed Fixed Meal Rates* form, all attached herein.
- 13.2 All proposals shall be submitted using the *Proposed Fixed Meal Rates* form. All rates must be written in ink or typed in the blank space(s) provided, and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.3 The proposed rate(s) must be calculated net of applicable discounts, rebates, and credits received by the Selected FSMC and must not include the use of USDA Foods or any alternate pricing structure.
- 13.4 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](#) (NSLP), [215](#) (SMP), [220](#) (SBP), [225](#) (SFSP), [226](#) (CACFP), [245](#), [250](#), and [2 CFR 200](#), as applicable.
- 13.5 The Selected FSMC shall invoice SFA at the end of each month for all reimbursable meals and a la carte equivalent meals served accompanied with detailed supporting documentation. No advanced payments are allowed to be paid to the Selected FSMC.
- 13.6 The SFA shall pay the Selected FSMC the fixed meal rate(s) and any applicable fixed management fee(s) within 30 days of submission of an invoice and for each monthly period of program operation.
- 13.7 No payment will be made to the Selected FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.
- 13.8 Only fixed meal price(s) described in this RFP and resulting Awarded Contract will be paid.
- 13.9 All fixed meal price(s) invoiced to SFA shall contain sufficient details to ensure contract fixed meal price(s) are being adhered too. This level of invoicing detail is important to support transparency in the payments to Select FSMC by the SFA and requests made by internal SFA staff, state, and federal auditors including possible open records requests. The Selected FSMC cannot claim any reimbursable costs invoiced to SFA are proprietary.
- 13.10 SFA reserves the right to request, and the Selected FSMC shall provide without reasonable delay, additional details for any item on an invoice which groups more than one item together for payment.
- 13.11 Upon termination of the Awarded Contract, all outstanding amounts shall immediately become due and payable.
- 13.12 **A la Carte Equivalency Factor**
- a. For the purposes of this Contract, a la carte shall be inclusive of all foods and beverages sold to students that do not constitute a component of a reimbursable meal plus all foods and beverages sold to adults during any and all meal services provided within the scope of this Contract.
 - b. The Selected FSMC and 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. The a la carte equivalency factor to be utilized for the initial 2026–2027 Contract Term is 5.20.

- c. In Contract renewal Terms, the a la carte equivalency factor will be changed annually to reflect the change in the sum of the reimbursement rates and PAL as stated above. The rates used will be those established in July of the preceding fiscal year and be published annually on the Illinois State Board of Education Nutrition Department [webpage](#).

- 13.13 The Selected FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the Selected FSMC to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Illinois State Board of Education. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.
- 13.14 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in [7 CFR 210.9\(b\)\(2\)](#).
- 13.15 The Selected 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.
- 13.16 The Selected FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 13.17 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

SECTION 14:**REVENUE**

- 14.1 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.
- 14.2 The food service revenue shall be used only for the SFA's nonprofit food service.
- 14.3 The food service revenue shall flow through the SFA's chart of accounts.
- 14.4 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.
- 14.5 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.
- 14.6 If reimbursement is denied as a direct result of the failure of the Selected FSMC to comply with the provisions of this Contract, the Selected FSMC shall assume responsibility for the amount denied.

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

- 15.1 Throughout the Term of the Contract and each renewal Term, the Selected FSMC shall obtain and maintain and pay for all applicable licenses, permits, and health certifications required by federal, state, and local law, and hold harmless SFA for its failure to do so. The approximate prior annual cost for licenses/permits was SY 2025-2026 \$2,165.04. **If SFA makes payment for these items, FSMC shall promptly reimburse the SFA.**
- 15.2 The Selected 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.
- 15.3 The Selected FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll, and withholding taxes, for Selected FSMC employees; the Selected FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- 15.4 The SFA is a tax-exempt organization. Federal excise tax does not apply to the SFA and State of Illinois Sales Tax does not apply. The amounts to be paid to the Selected FSMC are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Selected FSMC shall be responsible for any taxes levied or imposed upon the Selected FSMC's income or business privileges.
- 15.5 The Selected FSMC and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with Section 10-20.21(b) of the School Code (105 ILCS 5/10-20.21 [b]) and the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). The Selected FSMC certifies that it is not barred from submitting a proposal or entering into this Contract under Section 10-20.21(b) of the School Code and that the SFA may declare this Contract void if this certification is false.
- 15.6 The Selected FSMC shall comply with all SFA building rules and regulations, or any reasonable directive provided by the SFA in connection therewith.

SECTION 16:**RECORDKEEPING**

- 16.1 The Selected 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.
- 16.2 Selected FSMC will submit 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 Selected FSMC prior to the preparation and submission of the claim for reimbursement. Selected FSMC shall provide SFA with a year-end statement.
- 16.3 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- The receipt, use, storage, and inventory of USDA Foods;
 - Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
 - Documentation of credits issued to the SFA for USDA Foods received.
- 16.4 All books and records of the Selected FSMC pertaining to the Awarded Contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA, state or federal representatives, or auditors. SFA shall pay the cost of such audits, except when such audit finds uncredited revenue, or improperly charged costs. Under such circumstances, Selected FSMC shall promptly reimburse SFA for revenue not credited, or costs improperly charged and for the cost of such audit. If audit findings regarding the Selected FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. Reference [7 CFR 210.9\(b\)\(17\)](#), and the following record retention and access requirements found in [2 CFR 200](#): Retention requirements for records, [2 CFR 200.334](#); Requests for transfer of records, [2 CFR 200.335](#); Methods for collection, transmission and storage of information, [2 CFR 200.336](#); Access to records, [2 CFR 200.337](#); and Restrictions on public access to records, [2 CFR 200.338](#).
- 16.5 Upon expiration or termination of the Contract, the Selected FSMC will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports to the SFA within 30 days of the Contract expiration or termination.
- 16.6 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.
- 16.7 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of 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.

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

16.9 The Selected FSMC shall provide to the SFA records of any student food surveys conducted during the school year and/or at events within 30 calendar days of survey closure date.

SECTION 17:**GENERAL CONTRACT TERMS**

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. This Agreement is entered into by and between the SFA and the Selected FSMC and is not intended to create any rights or interest for any third party whatsoever.
- 17.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and Selected 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 Selected 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**
- a. The Selected FSMC and local agency hereby agrees that it will comply with:
 - b. [Title VI of the Civil Rights Act of 1964](#) (42 U.S.C. 2000d et seq.);
 - c. [Title IX of the Education Amendments of 1972](#) (20 U.S.C. 1681 et seq.);
 - d. [Section 504 of the Rehabilitation Act of 1973](#) (29 U.S.C. 794);
 - e. [Age Discrimination Act of 1975](#) (42 U.S.C. 6101 et seq.);
 - f. [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);
 - g. [Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."](#) (August 11, 2000);
 - h. [All provisions required by the implementing regulations of the Department of Agriculture \(USDA\)](#) (7 CFR 15 et seq.);
 - i. [Department of Justice Enforcement Guidelines](#) (28 CFR Parts 35, 42 and 50.3);
 - j. 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.

- k. [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).
- l. [The Illinois Human Rights Act](#) (775 ILCS 5/1 et seq.).
- This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By incorporating this assurance into this Agreement, the Selected FSMC and local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

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

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the FSMC's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (Act) or the Rules and Regulations of the Department of Human Rights, the FSMC may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be 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 permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

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

17.9 The Selected FSMC shall comply with the [Copeland "Anti-Kickback" Act](#) (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR 3).

17.10 The Selected FSMC shall comply with the [Davis-Bacon Act](#) (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR 5) and the Illinois Prevailing Wage Act where applicable (820 ILCS 130/1 et seq.). In the event that the FSMC is performing any work that may qualify as a public

work under the Illinois Prevailing Wage Act, the FSMC shall contact the SFA for a determination as to whether such work requires payment of prevailing wages, and such requirement shall be acknowledged in writing if determined that prevailing wages should apply.

- 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. When possible, the SFA and the Selected FSMC should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
 - b. Such consideration means:
 1. These business types are included on solicitation lists;
 2. These business types are solicited whenever they are deemed eligible as potential sources;
 3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring a contractor under a Federal award to apply this section to subcontracts.
- 17.12 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ([29 CFR Part 5](#)).
- 17.13 If this Contract is in excess of \$100,000, the SFA and Selected FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- Certificate Regarding Lobbying pursuant to [31 U.S.C. 1352](#) (Appendix A: 7 CFR 3018); and
 - Disclosure of Lobbying Activities pursuant to [31 U.S.C. 1352](#) (Appendix A: 7 CFR 3018).
- 17.14 If this Contract is in excess of \$150,000, the SFA and Selected FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act ([42 U.S.C. 7401-7671q](#)).
 - The Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)).
- 17.15 The Selected FSMC certifies compliance with:
- Energy Policy and Conservation Act ([Pub. L. 94-163, 89 Stat. 871](#));
 - [Executive Order 11246, entitled *Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation \(41 C.=FR 60\)*](#).
- 17.16 The Selected FSMC is subject to the provisions of the Stevens Amendment Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

- 17.17 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 Selected FSMC. The SFA has full responsibility for ensuring the terms of the Contract are fulfilled.
- 17.18 To the fullest extent permitted by law, the Selected 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 Selected FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Selected FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Selected FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Selected FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- 17.19 The SFA is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the FSMC to the SFA may be subject to disclosure to third parties in accordance with FOIA, except as prohibited by law. Any content not marked by the FSMC at the time of submission to the SFA as confidential or proprietary will be presumed to be open to public inspection, except as prohibited by law. The FSMC may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the FSMC in accordance with Section 7(1)(g), the SFA reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. As a potential provider of a governmental function on behalf of the SFA, the FSMC agrees to cooperate with the SFA, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the SFA that directly relate to the governmental function that the FSMC has been engaged to perform on behalf of the SFA.
- 17.20 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. To the extent permitted by law 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.

17.21 **Student Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/1) regarding the confidentiality of student “education records” as defined in FERPA, “school student records” as defined in ISSRA, and “covered information” as defined in SOPPA. 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. In providing its services, the Selected FSMC is acting as a school official with a legitimate educational or administrative interest in the data and is under the direct control of SFA with respect to the use and maintenance of student record information. The FSMC agrees: (i) not to share student information with or disclose student information to any third party without prior written approval of SFA, except as required by law; (ii) to log all access to and disclosure of student information; (iii) not to use student information for any personal or commercial purpose; (iv) not to mine, scan, or otherwise access student information for any purpose other than those agreed to by the Parties, and specifically not for the purpose of advertising or marketing to students or their parents; (v) to promptly notify the SFA within 48 hours in the event of a security or privacy breach involving student information, respond to any such security or privacy breach according to industry best practices, and to indemnify and defend SFA and its individual Board members, officers, employees, agents, and successors against third-party claims arising from or related to any such security or privacy breach; (vi) to ensure that any subcontractors or agents who receive or are exposed to student information (whether in electronic or other format) are explained the FSMC’s obligations under this Agreement and agree to the same restrictions and conditions; and (vii) to cooperate with the SFA, without additional charge, in responding to any parent or student requests for student information.

17.22 **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 upon the FSMC’s written request. The SFA shall not photocopy or otherwise duplicate any such material without the prior written approval 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.

17.23 **USDA Nondiscrimination Statement**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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

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

USDA is an equal opportunity provider, employer, and lender.

SECTION 18:**INSURANCE REQUIREMENTS**

18.1 The Selected FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Illinois. A Certificate of Insurance of the Selected FSMC's insurance coverage indicating these amounts must be submitted at the time of the Awarded Contract. The insurance requirement below is set by SFA local policy.

a. Commercial General Liability (with sexual abuse and molestation coverage included)	
General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury (each occurrence)	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000
Medical Expense (Any one person)	\$ 5,000
b. Automobile Liability including all owned, non owned, and hired	
Combined Single Limit; each accident	\$1,000,000
c. Worker's Compensation	Statutory Limits
d. Employers' Liability	\$1,000,000
d. Umbrella Liability, which shall follow the form of the underlying policy in all respects	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

The certificate of insurance shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless at least 30 days prior a written notice has been given to the SFA. The Certificate of Insurance must state the name of the insurance company, policy number, and date of policy expirations for the above listed types and limits of insurance.

The Selected FSMC shall name the Indemnitees as additional insureds on a primary and non-contributory basis on all of the required insurance policies, except for the workers compensation insurance. Further, to the fullest extent permitted under any applicable insurance policy of FSMC, FSMC waives any and all rights of contribution it and its insurers may have against any of the Indemnitees.

Coverage shall be placed with an insurance carrier licensed to do business in Illinois and who has a minimum Best's rating of A, VII.

SECTION 19: MEAL PATTERN AND NUTRITIONAL STANDARDS

All menus must follow the meal pattern and nutrition requirements outlined in the [Federal Child Nutrition Programs rules and regulations](#). The Nutritional standards for the National School Lunch and School Breakfast Programs, as of this publication date, are as follows:

[National School Lunch Program Meal Pattern, as of July 1, 2024](#)

Amount of Food¹ per Week (minimum per day)

Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	2 1/4 (1/4)	2 1/4 (1/4)	5 (1)
Vegetables (cups) ²	3 1/4 (1/4)	3 1/4 (1/4)	5 (1)
Dark green subgroup ³	1/2	1/2	1/2
Red/orange subgroup ³	3/4	3/4	1 1/4
Beans, peas, and lentils subgroup ³	1/2	1/2	1/2
Starchy subgroup ³	1/2	1/2	1/2
Other vegetables subgroup ^{3,4}	1/2	1/2	3/4
Additional vegetables from any subgroup to reach total	1	1	1 1/4
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ⁷	5 (1)	5 (1)	5 (1)

Daily Amount Based on the Average for a 5-Day Week⁸

Dietary Specifications	Grades K-5	Grades 6-8	Grades 9-12
Minimum-maximum calories (kcal)	550-650	600-700	750-850
Saturated fat (% of total calories)	<10	<10	<10
Added sugars (% of total calories) - must be implemented by July 1, 2027	<10	<10	<10
Sodium limit - in place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium limit - must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

Endnotes

¹ Food items included in each group and subgroup and amount equivalents.
² Minimum creditable serving is 1/4 cup. One quarter-cup of dried fruit counts as 1/4 cup of fruit; 1 cup of leafy greens counts as 1/4 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
³ Larger amounts of these vegetables may be served.
⁴ This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(i)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(i) of this section.
⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.
⁶ Minimum creditable serving is 0.25 oz. eq.
⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

[National School Breakfast Program Meal Pattern, as of July 1, 2024](#)

Amount of Food¹ per Week (minimum per day)

Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark green subgroup	0	0	0
Red/orange subgroup	0	0	0
Beans, peas, and lentils subgroup	0	0	0
Starchy subgroup	0	0	0
Other vegetables subgroup	0	0	0
Grains or meats/meat alternates (oz. eq.) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid milk (cups) ⁴	5 (1)	5 (1)	5 (1)

Daily Amount Based on the Average for a 5-Day Week⁵

Dietary Specifications	Grades K-5	Grades 6-8	Grades 9-12
Minimum-maximum calories (kcal)	350-500	400-550	450-600
Saturated fat (% of total calories)	<10	<10	<10
Added sugars (% of total calories) - must be implemented by July 1, 2027	<10	<10	<10
Sodium limit - in place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium limit - must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

Endnotes

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (i) of this section.

³ Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.

⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart.

Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

[School Meal Programs Sodium Requirements, as of July 1, 2024](#)

School meals offered to each age/grade group must meet, on average over the school week, the sodium limits specified in the following tables within the established deadlines.

School Breakfast Program Sodium Limits

Age/Grade Group	Sodium Limit In place through June 30, 2027	Sodium Limit Must be implemented by July 1, 2027
Grades K-5	≤540 mg	≤485 mg
Grades 6-8	≤600 mg	≤535 mg
Grades 9-12	≤640 mg	≤570 mg

National School Lunch Program Sodium Limits

Age/Grade Group	Sodium Limit In place through June 30, 2027	Sodium Limit Must be implemented by July 1, 2027
Grades K-5	≤1,110 mg	≤935 mg
Grades 6-8	≤1,225 mg	≤1,035 mg
Grades 9-12	≤1,280 mg	≤1,080 mg

Minimum Quantities

Meal components and food items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Vegetables, fruits, or portions of both ⁷	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains ⁸	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalent

Endnotes

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must be unflavored whole milk for children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁷ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁸ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

Minimum Quantities

Meal components and food items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Meats/meat alternates ⁷	1 ounce equivalent	1½ ounce equivalents	2 ounce equivalent	2 ounce equivalent	2 ounce equivalent
Vegetables ⁸	½ cup	¼ cup	½ cup	½ cup	½ cup
Fruits ⁸	½ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains ⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalent

Endnotes

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.

⁷ Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Minimum quantities

Meal components and food items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid Milk	4 fluid ounces ³	4 fluid ounces ³	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces ⁶
Meats/meat alternates ⁷	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent
Vegetables ⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits ⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains ⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

Endnotes

¹ Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.

⁷ Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Summer Breakfast Meal Pattern

Select all three components for a reimbursable meal.

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Summer Lunch or Supper Meal Pattern

Select all four components for a reimbursable meal.

Component	Serving Size	Description
1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product ⁴ or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans, peas, or lentils or
	4 Tbsp.	peanut or other nut or seed butter or
	2 oz.	nuts and/or seeds ⁵ or
8 oz.	yogurt ⁶	

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Must meet the requirements in [Appendix A](#) to Part 225- Alternate Foods for Meals.

⁵ Nuts and seeds may credit for the entire meats/meat alternates component.

⁶ Yogurt may be plain or flavored, unsweetened or sweetened.

SECTION 20:**FOOD SPECIFICATIONS**

Section [7 CFR 210.16\(c\)\(3\)](#) specifically addresses the SFA's development of specifications for each food component or menu item and requires these specifications to be included in the IFBs or RFPs. Specifications must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. In order to ensure objective contractor performance and eliminate unfair competitive advantage, a person that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for use by a grantee or sub-grantee in conducting a procurement under the USDA entitlement programs specified in [2 CFR 200.319\(a\)](#) shall be excluded from competing for such procurements.

ISBE does not approve, evaluate, or endorse the SFA minimum food specifications outlined below.

- 20.1 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:

- 20.2 All breads, bread alternates, and grains must be whole grain rich. Any remaining grain products must be enriched. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as required and must adhere to the USDA *Nutrition Standards in the Child Nutrition Programs*, and/or other subsequent guidance issued by the USDA. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 20.3 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.
- a. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - b. 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.
 - c. For breaded and battered items, all flours must be enriched for breads/grains credit and breading/batter must not exceed 30 percent of the weight of the finished product.
 - d. For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 20.4 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.
- 20.5 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.
- 20.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. The Agriculture Improvement Act of 2018 requires:
- Farmed fish must be harvested within the United States or any territory or possession of the United States.

- Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.
- 20.7 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.
- 20.8 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.
- 20.9 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. Fruits should be packed in 100% juice or water and should be free from High Fructose Corn Syrup.
- 20.10 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.
- 20.11 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.
- 20.12 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.
- 20.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 20.14 All fruit and vegetable juices must be pasteurized 100 percent fruit and/or vegetable juice.
- 20.15 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.
- 2.16 All food items must adhere to the sodium target levels in subsequent Contract Terms, if applicable, as required by the *USDA Final Rule: Child Nutrition Program Flexibilities for Milk, Whole Grains, and Sodium Requirements* and/or other subsequent guidance issued by the USDA.
- 20.17 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.

20.18 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, one of which must be unflavored as required by the USDA.

SECTION 21:**EVALUATION CRITERIA****Information on Evaluation Team/ Scoring Committee**

RFP Evaluation Team/Scoring Committee		
Member Name	Member Title	Evaluation Role
Jeremy Wickham	Executive Director of Technology & Operations	Lead
Georgette Franco	District Food Service Manager	Member
William Kaplan	Principal, Northwood Middle School	Member
Rebecca Hansen	Associate Principal, Edgewood Middle School	Member
Courtney Gilkison	Principal, Ravinia Elementary School	Member
Jamie Kahn	Principal, Braeside Elementary School	Member
Becky Hany	Director of Finance	Member

Evaluation Plan

The criteria listed below will be used to evaluate the proposals based on the weights provided. Each member of the RFP Evaluation Team/Scoring Committee will complete the evaluation form included in Exhibit K. Upon receipt of all proposals, Mr. Wickham will calculate the scores for Price/Cost Proposal (using the formula outlined below) and will add those scores to the evaluation forms before providing them to the evaluators. Each evaluator will then add the evaluator's rating for each criteria (except Price/Cost Proposal). The evaluators will complete the forms separately from one another and will provide their completed forms to Mr. Wickham who will total up all scores to determine the highest rated proposal.

Ancillary Materials

All evaluation/scoring sheets/forms, as applicable, can be found in Exhibit K attached.

Evaluation Criteria Summary

<u>Criteria</u>	<u>Weight</u>
1. <u>Federal Mandate</u> Price/ Cost Proposal	25 Points
2. Menu Selection, Use of USDA Foods, Food Quality, Portion Sizes, 2 weeks Of production records for review	15 Points
3. FSMC Experience, Management Plan, References, Service Capability	5 Points
4. Financial Conditions/ Stability, Accounting and Reporting Systems	10 Points
5. Personnel Management and Professional Standards Plan	5 Points
6. Promotion/Marketing in School Food Service	5 Points
7. Involvement of Students, Staff, and Patrons	5 Points
8. FSMC Proposed On-site Supervisor and Staffing Plan	5 Points
9. <u>IL State Mandated:</u> Promotion of health and well-being of students	5 Points

- | | |
|---|----------|
| 10. <u>IL State Mandated</u> : Local food products | 5 Points |
| 11. <u>IL State Mandated</u> : Hormone and pest practices | 5 Points |
| 12. <u>IL State Mandated</u> : Animal welfare | 5 Points |
| 13. <u>IL State Mandated</u> : Contracting with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms | 5 Points |

TOTAL POINTS: 100/100 points

Evaluation Criteria Detail

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. **Price/ Cost Proposal** Maximum 25 Points

➤ **Minimum requirements for proposal evaluation:**

- Fixed Cost Price Summary. Proposal with the most competitive (lowest in cost) financial package proposed will receive the highest number of points. The other FSMCs will receive points equal to the lowest total proposed value divided by their total proposed value multiplied by 25. Do not round.
- Financial package includes completion of all required documents and any other information requested in this RFP.

➤ **Documents required for evaluation of criteria:**

- Offeror must submit all required documents listed in this RFP and any other documentation that would affect final end of year outcomes.
- Proposal must include a detailed staffing plan specific to the SFA.
- Proposal must include a two (2) year SFA food service revenue and expenditure operating statement budget projection.

2. **Menu Selection, Use of USDA Foods, Food Quality, Portion Sizes and Production records**

Maximum 15 Points

➤ **Minimum requirements for proposal evaluation:**

- Offeror must be able to demonstrate experience with the following:
 - Daily entrée menu variety
 - Nutrition requirements
 - Daily secondary offering bar variety
 - Appeal and variety
 - Ability to comply with or exceed the district’s nutrition policy.

➤ **Documents required for evaluation of criteria:**

- Proposal must include a 21-day cycle menu for all programs and meal types listed within the solicitation.
 - Must be compliant with USDA meal pattern and nutritional requirements.
 - Must include detailed nutritional analysis that is USDA meal pattern and nutritional requirements.
 - Must include estimated average cost per meal.
 - Must offer one hot and one cold vegetarian option every day
 - Menus need to include vegetarian and Gluten Free daily choices, the gluten free lunch has to be served with vegetable and fruit to make it a reimbursable meal. Such meals will be purchased per parent request and preordered.
- Proposal must contain examples of Offeror's experience with the following:
 - Document examples of your use of USDA Commodities in your menu selection.
 - Provide portion quantities. (Actual serving sizes and their equivalents for nutritional requirements must be provided; posting the USDA Chart of minimums of meal pattern is not sufficient).
 - Examples showing past successes in improving nutritional quality of school food service programs.
 - 2 weeks of production records

3. **FSMC Experience, Management Plan, References, Service Capability**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- Summary of experience in the following areas:
 - Implementing various strategies, processes, and systems to maximize school resources.
 - Demonstrate FSMC's plan and personnel for how services identified in the RFP are proposed.
 - Developing staffing plans and recommendations to meet the varying needs of the SFA.
 - Reference checks: SFA will contact references seeking 80 percent favorable references. A favorable response is defined as receiving at least a score of 40 out of 50 points, as outlined in Exhibit K.

➤ **Documents required for evaluation of criteria:**

- Must include at least 3 references including district names, addresses, phone numbers, and name of client administrator capable of commenting on performance. These references shall be for similar services as described in this RFP and similar size SFA.
- Must include all SFAs in the State of Illinois currently under contract with Offeror and all closed SFA accounts that have closed within the last five (5) years.
- Narrative describing your continuous process improvement leading to better, faster services at schools; must provide examples and how they are applicable to this SFA.
- Management Plan – Limit each section below to 2 pages.
 - Employee staffing, training development plan.
 - Resume of proposed Director.
 - Community involvement and communication plan.
 - Depth of management and support resources.

- Nutritional and Wellness awareness programs.
- Food Service experience with other comparable SFAs, including the demonstrated ability to manage a financially self-sustaining program.

4. Financial Conditions/ Stability, Accounting and Reporting Systems Maximum 10 Points

- **Minimum requirements for proposal evaluation:**
 - Offeror must be able to demonstrate financial stability.
 - Offeror must be able to demonstrate profitability for the last three years.
- **Documents required for evaluation of criteria:**
 - Copy of FSMC annual financial report or certified financial statement from the most current year of operation, prepared by a certified public accountant.
 - Assurance with food safety requirements.
 - Provide examples of record-keeping and point of sale management.
 - Provide three (3) years of audited financial reports.
 - Provide credit references, including at least three (3) trade or industry suppliers and bankruptcy or insolvency proceedings.

5. Personnel Management and Professional Standards Plan Maximum 5 Points

- **Minimum requirements for proposal evaluation:**
 - Provide annual training requirements for staff at all levels.
 - Describe the FSMC's plan for training personnel in a manner that complies with the Professional Standards Requirements as established by the Healthy, Hunger-Free Kids Act and how the FSMC plans to compensate its employees for time spent in required in-service training and/or monthly meetings if such training and meetings occur outside of employee's designated work schedule. Training will be provided and documented for all School Nutrition Employees at a minimum on a yearly basis.
- **Documents required for evaluation of criteria:**
 - Proposal must contain copies of training agendas or other documentation showing that at least one training was held to cover issues such as meal counting, what is a Child Nutrition reimbursable meal, food safety and sanitation, smart snacks, blood borne pathogens sanitary food preparation, Equipment cleaning techniques, worker safety and/or annual civil rights training.
 - Proposal must thoroughly describe Offeror's personnel and human resource philosophy.

6. Promotion/ Marketing in School Food Service Maximum 5 Points

- **Minimum requirements for proposal evaluation:**
 - Offeror must be able to demonstrate how it adds new food items and incorporates USDA Foods items into the menu cycle.
 - Offeror must be able to demonstrate it can increase participation including expected trends and strategies to increase breakfast and lunch participation in secondary schools.

➤ **Documents required for evaluation of criteria:**

- Include new foods or recipes that might be implemented.
- Include examples of flexibility in the promotion of the school food service program depending on relevant desired outcomes or goals.
- Provide evidence of partnership with your client on desired initiatives.
- Share unique ideas for our breakfast, lunch, and ala carte programs.
- Provide evidence that the Offeror involves employees to use their expertise and experience for innovation.
- Demonstrate performance in promotion of the school food service program and results of past promotions.

7. **Involvement of Students, Staff, and Patrons**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- Provide examples from two different clients of involvement of students, staff, and patrons.

➤ **Documents required for evaluation of criteria:**

- Proposal must contain examples of your efforts and results regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., also include examples of surveys and how results/requests were responded to and what actions were taken.
- Proposal must contain documented cooperative education programs.
- Proposal must contain examples of Offeror's experience with catering expertise including involvement in evening events and/or community events.
- Proposal must contain examples of Offeror's experience with community engagement.
- Proposal must contain examples of Offeror's experience of proven customer service excellence to all patrons including references to support the level of involvement.
- Proposal must contain examples of Offeror's experience of partnership with clients and how Offeror met goals.
- Proposal must contain examples of how Offeror notifies parents with allergen concerns about product ingredients.

8. **FSMC Proposed On-site Supervisor and Staffing Plan**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- The Food Service Director (FSD) must have an associate degree (or equivalent) with related academic major in food and nutrition or a related field, with a minimum of two (2) years of experience in a school district of similar size and operational complexity with full satellite service as SFA operating the NSLP. One point will be earned for every year of experience over the two-year minimum preference. (Resumes will be reviewed, and candidates will be interviewed by the SFA to determine the selection of On-Site management personnel.) However, only the experience within the last five (5) years will be considered.
- The FSD must have proven skills in partnership with existing clients and communities.

- The FSD should have experience with the federally funded Child Nutrition Programs and/or culinary arts.
- On-Site Director must meet the minimum standards prescribed by the National School Lunch Program Professional Standards regulations for school nutrition directors.

➤ **Documents required for evaluation of criteria:**

- Proposal must contain a copy of the Offerors organizational chart and a detailed plan for the administration, supervision, and staffing proposed under the specifications of this Contract.
- An Executive Chef should be included in the staffing proposal.
- Proposal must include the actual resume and background of the person who will supervise the Resident Food Service Director and include the resume for the registered dietician.
- The District Manager and Registered Dietician must be available to the SFA on an as-needed basis.
- Describe how your company will ensure the best performance.
- Describe in a narrative with supporting evidence (examples) of partnership with your client on desired initiatives.

9. **IL State Mandated: Promotion of health and well-being of students** Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- A demonstrated ability to provide food that promotes the health and well-being of students, in compliance with United States Department of Agriculture nutrition standards for school meals, including the production of scratchmade, minimally processed foods.

➤ **Documents required for evaluation of criteria:**

- Describe how your company promotes the health and well-being of students, including examples.
- Describe how your company provides scratchmade, minimally processed foods, including examples.

10. **IL State Mandated: Local food products** Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- A demonstrated ability to procure and incorporate local products into menus on a regular basis.

➤ **Documents required for evaluation of criteria:**

- Explain your relationships with State and regional suppliers that source local food products.
- Explain your approach to sourcing local food products.
- Provide examples of how your company has incorporated local food products into school menus.

11. **IL State Mandated: Hormone and pest practices**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- A demonstrated ability to use food producers that adopt hormone and pest management practices recommended by the United States Department of Agriculture.

➤ **Documents required for evaluation of criteria:**

- Describe your approach to evaluating food suppliers with respect to hormone and pest management practices.

12. **IL State Mandated: Animal welfare**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- A demonstrated history of valuing animal welfare.

➤ **Documents required for evaluation of criteria:**

- Explain your company's approach to animal welfare.

13. **IL State Mandated: Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

Maximum 5 Points

➤ **Minimum requirements for proposal evaluation:**

- A demonstrated effort to increase opportunities for businesses owned and operated by minorities, women, or persons with disabilities.

➤ **Documents required for evaluation of criteria:**

- Explain if your company is owned or operated by minorities, women, or persons with disabilities.
- Explain how your company increases opportunities for businesses owned and operated by minorities, women, or persons with disabilities.

SECTION 22:**Proposed Fixed Meal Rates**

The SFA shall insert the Projected Annual Units and the Offeror shall insert their rate per unit. The SFA will verify and complete the estimated total for each meal type and calculate the total estimated amount of proposal.

This document contains a solicitation and Contract for the furnishing of management services for the operation of the nonprofit food service program(s) for the period beginning (8/1/2026) and ending on (7/31/2027) and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document and the RFP shall constitute the Contract between the offeror and the school food authority. 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/Contract.

Per Meal Prices must be a Firm Fixed Price Per Meal Rate and calculated as if no USDA commodities will be received.
No additional agreements, fees, costs, or expenses may be charged to the SFA above the total firm fixed price.

	Projected Annual Units	Rate Per Unit	Estimated Total***
School Nutrition Programs (SNP)*			
Reimbursable Breakfast w/ Milk	46,500		
Reimbursable Lunch w/ Milk**	250,000		
A la Carte Meal Equivalent**	140,000		
Reimbursable After School Snack	0		
Special Milk Program (SMP)	756		
Seamless Summer Option SSO	1,320		
Management Fee per School Meal (Breakfast and Lunch)	0		

Child and Adult Care Food Program (CACFP)			
Reimbursable At-Risk After School Snack	0		
Reimbursable At-Risk After School Supper w/ Milk	0		
Reimbursable AM/PM Snack (Pre-K)	0		

Total Estimated Amount of Proposal \$ _____

*May include SSO, refer to section 4 of the RFP

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

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

Addenda Numbered _____ through _____ were received prior to the signing of this offer.

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 up to four additional one-year Contract Terms.

Date

Signature of Offeror

Title

SECTION 23: FSMC Proposed Staffing Pattern and Plan

Offeror to submit with their proposal a proposed staffing pattern and plan.

SECTION 25: Contract Certification Forms

Bid-Rigging Certification (68-65)



100 North First Street
Springfield, Illinois 62777-0001

BID-RIGGING CERTIFICATION

NUTRITION DEPARTMENT

As the duly authorized agent, I hereby certify that neither the contractor, nor any individual presently affiliated with the contractor's organization, is not barred from entering into this contract by Sections 33E-3 and 33E-4 of the Illinois Criminal Code of 1961 ([720 ILCS 5/33E-3, 33E-4](#)). Sections [33E-3](#) and [33E-4](#) prohibit the receipt of a contract by a contractor who has been convicted of bid-rigging or bid-rotating.

ORGANIZATION / COMPANY NAME	ORGANIZATION / COMPANY ADDRESS
NAME OF AUTHORIZED AGENT	TITLE OF AUTHORIZED AGENT

Signature of Authorized Agent

Date

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions (85-34N)



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

NUTRITION DEPARTMENT

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](#)).

Child Nutrition Program Operators are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at [2 CFR 200.212](#) by doing any one of the following:

- Checking the [Excluded Parties List](#) found at the System for Award Management (SAM) [www.SAM.gov](#).
- Collecting a certification that the entity is neither excluded nor disqualified. Since a federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own.
- Including a clause to this effect in the sub-grant agreement and in any procurement, contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant.
- Sub-grantee and contractors must obtain a Unique Entity ID. All Federal Government awards are required to have a Unique Entity ID. To obtain a Unique Entity ID, visit [www.SAM.gov](#) to register. There is no charge for a Unique Entity ID. The Unique Entity ID serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

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.
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.

Company/Organization Name

PR/Award Number or Project Name

Name of Company / Organization
Authorized Representative

Title

Digital or 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.



**CERTIFICATE
REGARDING LOBBYING**

NUTRITION DEPARTMENT

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by [section 1352, Title 31, U.S. Code](#). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the Illinois State Board of Education (ISBE) form, "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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

*Digital or Original Signature of
Authorized Representative*

Date

Disclosure of Lobbying Activities (85-37N) 



100 North First Street
Springfield, Illinois 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

NUTRITION DEPARTMENT

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 <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	
2. STATUS OF FEDERAL ACTION <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	
3. REPORT TYPE <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <input type="checkbox"/> For material change only: _____ Year _____ Quarter _____ Date of last report	
4. NAME AND ADDRESS OF REPORTING ENTITY <input type="checkbox"/> Prime <input type="checkbox"/> 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)	10b. INDIVIDUALS PERFORMING SERVICES (including address if different from #10a) (last name, first name, MI)

(Attach Continuation Sheet(s), if necessary)

11. AMOUNT OF PAYMENT (check all that apply) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned
12. FORM OF PAYMENT (check all that apply) <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature _____ value _____
13. TYPE OF PAYMENT (check all that apply) <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> 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), ATTACHED

Information requested through this form is authorized by title [31 U.S.C. Section 1352](#). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to [31 U.S.C. 1352](#). This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE	
PRINT NAME OR TYPE	
TITLE	
TELEPHONE NUMBER	DATE

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title [31 U.S.C. Section 1352](#). The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the 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 a Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

CONTINUATION SHEET DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY NAME:

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SECTION 26:	Proposal Agreement
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	FSMC Complete section below.	
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THE UNDERSIGNED HEREBY OFFERS to provide the services of an FSMC as specified in this proposal for the period of 8/1/2026 and ending 7/31/2027 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 8/1/2026 and ending 7/31/2027 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 terms and conditions of this RFP and certify that I am authorized to sign the RFP for the SFA.

SFA Name			
SFA Street Address	City	State	Zip
Signature of Authorized Representative ➤		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>

LIST OF REQUIRED RFP EXHIBITS

Exhibit and Title		SFA
A	A-1: School/Site Data Form	<input checked="" type="checkbox"/>
	A-2: School/Site Average Daily Participation by Federal Program	<input checked="" type="checkbox"/>
	A-3: School/ Site Meal Service Information by Federal Program	<input checked="" type="checkbox"/>
	A-4: Current and Projected Enrollment	<input checked="" type="checkbox"/>
B	B-1: 21-Day Cycle Menu	<input checked="" type="checkbox"/>
	B-2: Meal Choices and Offerings	<input checked="" type="checkbox"/>
	B-3: A la Carte Price list	<input checked="" type="checkbox"/>
C	USDA Foods Annual Order	<input checked="" type="checkbox"/>
D	School Year 2024-2025 Sponsor Claims for Reimbursement (for each month)	<input checked="" type="checkbox"/>
E	School Year 2025-2026 Sponsor and Site Claims for Reimbursement (for each month to date)	<input checked="" type="checkbox"/>
F	FSMC Equipment List	<input checked="" type="checkbox"/>
G	Current Operational Labor and Benefits	<input checked="" type="checkbox"/>
H	Financial Statements	<input checked="" type="checkbox"/>
I	School District/Operation Calendar	<input checked="" type="checkbox"/>
J	Local Wellness Policy	<input checked="" type="checkbox"/>
K	Evaluation form(s), as applicable	<input checked="" type="checkbox"/>
L	Collective Bargaining Agreement, if applicable	<input type="checkbox"/>

Exhibit A-1: School/Site Data Form

Data based on Current School Year Operations

Site or School Name	Breakfast			Lunch			Adult/Staff Meals	After-school Snack		SSO	SMP	SFSP	CACFP	Catering	Vending
	Serve Only	Offer Versus Serve	A la Carte sales	Serve Only	Offer Versus Serve	A La Carte Sales									
Braeside Elementary	<input 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edgewood MS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
Indian Trail Elementary	<input 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Northwood MS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oak Terrace Elementary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
Ravinia Elementary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
Red Oak Elementary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sherwood Elementary	<input 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne Thomas Elementary	<input 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SSO= Seamless Summer Option; SMP= Special Milk 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 Current School Year Operations																	
School/Site Name	Enrollment	Number of Approved Students			Projected Reimbursable BREAKFAST Meals			Total Site BREAKFAST ADP	Projected Reimbursable LUNCH Meals			Total Site LUNCH ADP	Daily A la Carte Sales	Projected Reimbursable Afterschool Snacks			Total Site Afterschool Snack ADP
					Average Daily Number of Meals by Category				Average Daily Number of Meals by Category					Average Daily Number of Meals by Category			
		Free	Reduced	Paid	Free	Reduced	Paid		Free	Reduced	Paid			Free	Reduced	Paid	
Braeside Elementary	253	9	2	242	0	0	0	0	9	2	0	11	0	0	0	0	0
Edgewood MS	672	53	8	611	9	4	2	15	31	4	125	160	600	0	0	0	0
Indian Trail Elementary	452	40	7	405	0	0	0	0	17	3	0	17	0	0	0	0	0
Northwood MS	476	125	39	312	12	4	4	20	110	18	52	180	200	0	0	0	0
Oak Terrace Elementary	299	134	26	139	34	4	7	45	111	14	55	180	0	0	0	0	0
Ravinia Elementary	339	21	3	315	7	1	34	42	17	2	141	160	0	0	0	0	0
Red Oak Elementary	202	54	14	134	28	5	12	45	41	9	40	110	0	0	0	0	0
Sherwood Elementary	384	25	8	351	0	0	0	0	10	2	0	12	0	0	0	0	0
Wayne Thomas Elementary	422	43	17	362	0	0	0	0	5	3	0	8	0	0	0	0	0
Total	3,499	504	124	2871	90	18	59	167	351	57	413	838	800	0	0	0	0

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

SY 2026-2027 PROJECTIONS INCLUDING THE 4 SCHOOLS THAT ARE MOVING TO THE NSLP AND BREAKFAST PROGRAM

Data based on Current School Year Operations																	
School/Site Name	Enrollment	Number of Approved Students			Projected Reimbursable BREAKFAST Meals			Total Site BREAKFAST ADP	Projected Reimbursable LUNCH Meals			Total Site LUNCH ADP	Daily A la Carte Sales	Projected Reimbursable Afterschool Snacks			Total Site Afterschool Snack ADP
					Average Daily Number of Meals by Category				Average Daily Number of Meals by Category					Average Daily Number of Meals by Category			
		Free	Reduced	Paid	Free	Reduced	Paid		Free	Reduced	Paid			Free	Reduced	Paid	
Braeside Elementary	258	9	2	248	9	2	19	30	9	2	134	145	0	0	0	0	0
Edgewood MS	690	53	8	629	9	4	2	15	31	4	125	160	600	0	0	0	0
Indian Trail Elementary	464	40	7	417	35	5	10	50	6	6	148	160	0	0	0	0	0
Northwood MS	477	125	39	313	12	4	4	20	110	18	52	180	200	0	0	0	0
Oak Terrace Elementary	309	134	26	149	34	4	7	45	111	14	55	180	0	0	0	0	0
Ravinia Elementary	325	21	3	301	7	1	34	42	17	2	141	160	0	0	0	0	0
Red Oak Elementary	163	54	14	95	28	5	12	45	41	9	60	110	0	0	0	0	0
Sherwood Elementary	332	25	8	299	24	4	17	45	36	6	108	150	0	0	0	0	0
Wayne Thomas Elementary	461	43	17	401	25	10	10	45	40	10	100	150	0	0	0	0	0
Total	3,499	504	124	2852	183	39	115	337	401	71	923	1395	800				

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

School/Site Name	Projected Reimbursable Breakfast Meals	Projected Reimbursable Lunch Meals
	Average Daily Number	Average Daily Number
Northwood Middle School	50	0
Ravinia	36	0
Total	66	0

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

Data based on Current School Year Operations

School Year 2026-2027

School/ Site Name	Address	Grade Levels	CEP	Type of Service	No. of Serving Periods (Lunch)	Beginning and Ending Times of Meal Service			No. of Annual Serving Days
						Breakfast	Lunch	After School Snack	
Breaside Elementary	1936 Green Bay Rd Highland Park IL 60035 Temp Aug to November '26	K-5	NO	Satellite Box Lunches from Edgewood	2	8:25AM-8:40AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A-	63
Braeside Elementary	150 Pierce Rd Highland Park, IL 60035	K-5	NO	Satellite Receiving from Edgewood	2	8:25AM-8:40AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A	112
Edgewood MS	929 Edgewood Road Highland Park, IL 60035	6-8	NO	On-site Preparation and Satellite to Braeside & Ravinia	3	7:40AM-7:55AM	11:16AM-11:54AM 11:57AM-12:35PM 12:38PM-1:16PM	N/A	175
Indian Trail Elementary	2075 St Johns Ave Highland Park, IL 60035	K-5	NO	Satellite Receiving From Sherwood	2	8:25AM-8:40AM	11:45AM-12:10PM 12:10PM-12:35PM	N/A	175
Northwood MS	945 North Ave. Highland Park, IL 60035	6-8	NO	On-site Preparation and Satellite to Wayne Thomas	3	7:20AM-7:50AM	11:16AM-11:54AM 11:57AM-12:35PM 12:38PM-1:16PM	N/A	175
Oak Terrace Elementary	240 Prairie Ave Highwood, IL 60040	K-5	NO	Satellite Receiving from Sherwood	2	8:25AM-8:40AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A	175
Ravinia Elementary	763 Dean Ave. Highland Park, IL 60035	K-5	NO	Satellite Receiving from Edgewood	2	8:25AM-8:40AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A	175
Red Oak Elementary	530 Red Oak Ln. Highland Park, IL 60035	K-5	NO	On-site Preparation Select One	2	8:30AM-8:50AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A	175
Sherwood Elementary	1900 Stratford Rd. Highland Park, IL 60035	K-5	NO	On-site Preparation and Satellite to Indian Trail and Oak Terrace	2	8:25AM-8:40AM	11:40AM-12:10PM 12:11PM-12:35PM	N/A	175
Wayne Thomas Elementary	2031 Sheridan Rd Highland Park, IL 60035 Temp address	K-5	NO	Satellite Receiving from Northwood	2	8:25AM-8:40AM	11:50AM-12:14PM 12:15PM-12:40PM	N/A	175

Exhibit A-3: School/Site Meal Information- SUMMER

Data based on Current Program Year

School/ Site Name	Address	Type of Service	Beginning and Ending Times of Meal Service		No. Of Serving Days
			Breakfast	Lunch	
Northwood MS	945 North Avenue Highland Park, IL 60035	On-site Preparation	8:10AM-8:35AM	N/A	16
Oak Terrace Ravinia	240 Prairie Avenue Highwood, IL 60040 763 Dean Avenue Highland Park, IL 60035	Satellite Receiving from Northwood	8:00AM-8:25AM	N/A	20

Exhibit A-4: Current and Projected Enrollment

School/ Site Name	Current Enrollment	Projected Enrollment		
	2025-2026	2026-2027	2027-2028	2028-2029
Braeside Elementary	254	258	254	258
Edgewood MS	672	690	724	735
Indian Trail Elementary	452	464	460	465
Northwood MS	476	477	466	457
Oak Terrace Elementary	299	309	458	446
Ravinia Elementary	339	325	332	337
Red Oak Elementary	202	163	0	0
Sherwood Elementary	384	332	331	344
Wayne Thomas Elementary	422	461	465	463

Exhibit B-1: 21-Day Cycle Menu(s)

7 CFR 210.16(b)(1) requires that the RFP contain a 21-day cycle menu developed in accordance with the provisions in 7 CFR 210, 7 CFR 220, 7 CFR 225 and 7 CFR 226 for meal pattern requirements. When other Programs are also operated, the cycle menu must meet the meal pattern requirements for all Programs as found in the respective Program regulations for meal patterns, i.e., NSLP, SBP, SFSP, etc. The purpose of the SFA providing the 21-day cycle menu in the RFP is for evaluation of offers based on the estimated average cost per meal.

The State Agency has allowed the SFA to require all offerors to develop and submit a 21-day cycle menu that, if awarded the contract, will be the service menu for the SFA and the SFA includes the offeror developed cycle menu as an evaluation criterion.

21-Day cycle menu requirements

- A menu must be submitted for **each meal type and all programs** within the proposal.
- All menus proposed must meet the USDA meal pattern requirements for all programs within the proposal.
- All menus proposed must meet local menu and dietary specifications for all programs within the proposals.
- All menus must be accompanied by detailed nutritional analysis.
- All menus must include estimated average cost per meal.

The contractor must adhere to each 21 days cycle menu for the first 21 days of meal service. In most cases, the serving sizes provided in the 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 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 to meet the calorie range and the nutrition 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.

Exhibit B-2: Meal Choices and Options

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	Other Requirements (such as deli bar/ pizza bar/ taco bar)	Other Requirements (such as deli bar/ pizza bar/ taco bar)	Other Requirements (such as deli bar/ pizza bar/ taco bar)
Braeside Elementary	2	2		No	4	2	2	No		Deli Bar		
Edgewood MS	2	2		Yes	8	4	4	Yes	Yes	Deli Bar	Pizza Bar	Salad Bar
Indian Trail Elementary	2	2		No	4	2	2	No		Deli Bar		
Northwood MS	2	2		Yes	8	4	4	Yes	Yes	Deli Bar	Pizza Bar	Salad Bar
Oak Terrace Elementary	2	2		No	4	2	2	No		Deli Bar		
Ravinia Elementary	2	2		No	4	2	2	No		Deli Bar		
Red Oak Elementary	2	2		No	4	2	2	No		Deli Bar		
Sherwood Elementary	2	2		No	4	2	2	No		Deli Bar		
Wayne Thomas Elementary	2	2		No	4	2	2	No		Deli Bar		

Breakfast one hot choice one cold

Exhibit B-3: A la Carte Price List

Item	Current Price
Adult/Staff Breakfast	\$3.50
Adult/Staff Lunch	\$4.70
Milk Carton	\$0.40
Bagel-Whole Grain (WG)	\$1.50
Bagel WG with Cream Cheese	\$2.25
Baked Chips	\$1.75
Bottle of Juice 10fl oz (100% fruit Juice)	\$2.00
Bottled Water-16.9 oz	\$1.25
Cereal Bar	\$1.50
Entree Only	\$3.25
Freshly Baked Cookie	\$1.75
Fresh Fruit / Veggie Side	\$1.00
Fruit Snacks	\$1.50
Goldfish Cheddar Crackers	\$1.25
Ice Cream	\$1.75
Izze- 100% Sparkling Juice	\$2.25
Juice Box- 100% Fruit	\$1.00
Muffin WG	\$1.50
Pop Tart WG	\$1.50
Rice Krispies Treat	\$1.50
Strudel WG	\$1.75
Super Donut WG	\$1.75
Switch 100% Sparkling Juice	\$2.00

Exhibit C: USDA Foods Order

[begins on the following page]

Illinois State Board of Education Food Distribution Program PAL Orders - 2026

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Print

Group:
PAL

Agency Name: NORTH SHORE SD 112
Agreement Nbr: 34049112002A1
Contract Nbr: 04902400A2026
Representative: Dr. Michael Lubefeld
Phone Nbr: (224) 765-3006

Beginning PAL Balance: \$42,063.3000
PAL Processing Deduction: \$10,963.3477
DoD Fresh Fruits & Vegetables Deduction: \$29,500.0000
Available for PAL USDA Foods Requests: \$1,599.9523
Value of PAL USDA Foods Requested: \$2,151.3999

Status	Code	USDA Foods Name	Case Value	Pack Size	Accept	Requested	Balance
PAL - Dairy, Grains, Nuts, Oils							
A	100036	CHEESE, BLND, AM/SKIM YELLOW SLC	\$63.0210	6/5# LOAVES	N	0	0
A	100012	CHEESE, CHEDDAR R/F SHRED YELLOW	\$67.7100	6/5# BAGS	N	0	0
A	100034	CHEESE, MOZZ LT SHRED FRZ	\$67.4220	30# BOX	N	0	0
A	110396	CHEESE, MOZZ, STRING, 1 OZ STICKS	\$63.4748	360/1 oz sticks	N	0	0
A	100439	OIL, VEGETABLE	\$37.8332	6/1 GAL BTL	N	0	0
A	110393	PANCAKES, WHOLE GRAIN FRZ	\$17.8643	12# CARTON	N	0	0
A	100396	PEANUT BUTTER, SMOOTH	\$40.7310	6/5# CANS	N	0	0
A	110520	PENNE, WHOLE GRAIN-RICH BLEND	\$32.6220	20# Carton	N	0	0
A	100500	RICE, BROWN, LONG GR, PARBOILED	\$36.5616	24/2# BAGS	N	0	0
A	110504	ROTINI, WHOLE GRAIN-RICH BLEND	\$31.0800	20# Carton	N	0	0
A	100935	SUNFLOWER SEED BUTTER	\$43.8000	6/5# CANS	N	0	0
A	110394	TORTILLA, WHOLE GRAIN FRZ	\$23.8815	288 1.5 oz TORTILLAS	N	0	0
PAL - Fruits							
A	111790	APPLE JUICE, 100%, UNSWEETENED, CUPS, FRZ	\$17.9856	96/4 oz cups	Y	10	1
A	100206	APPLE SLICES, CND UNSWT	\$41.0982	6/#10 CANS	N	0	0
A	110541	APPLESAUCE, CND, UNSWT	\$23.4326	6/#10 CANS	N	0	0
A	110361	APPLESAUCE CUPS, UNSWT, 96/4.5 OZ	\$17.5662	96/ 4.5 OZ CUPS	Y	10	1
A	100261	APRICOT CUPS, DICED, FRZ, 4.5 OZ	\$46.3082	96/4.5 OZ CUP	N	0	0
A	100216	APRICOTS, DICED, XLT SYRUP, CND	\$47.9723	6/#10 CANS	N	0	0
A	110623	BLUEBERRIES, HIGHBUSH FRZ 12/2.5#	\$44.0430	12/2.5# CARTONS	N	0	0
A	100299	CHERRIES, DRIED 4/4#	\$83.0000	4/4# PACKAGES	N	0	0
A	110723	CRANBERRIES, DRIED, 300/1.16 oz	\$47.6782	300/1.16oz pkgs	Y	2	1
A	110859	MIXED BERRIES, CUP, FRZ	\$39.4032	96/4oz cups	N	0	0
A	100212	MIXED FRUIT, XLT SYRUP, CND	\$44.5995	6/#10 CANS	N	0	0
A	100241	PEACH CUPS, DICED, FRZ, 4.4 OZ	\$41.1946	96/4.4 OZ CUPS	N	0	0
A	100220	PEACHES, CLING, DICED, XLT SYRUP, CND	\$45.3706	6/#10 CANS	N	0	0
A	100219	PEACHES, SLICED, XLT SYRUP, CND	\$42.7313	6/#10 CANS	N	0	0
A	100225	PEARS, DICED, XLT SYRUP, CND	\$51.2355	6/#10 CANS	N	0	0
A	100224	PEARS, SLICED, XLT SYRUP, CND	\$50.3901	6/#10 CANS	N	0	0
A	100293	RAISINS, UNSWT 144/1.33 OZ BOXES	\$21.6960	144/1.33 OZ BOXES	N	0	0
A	100256	STRAWBERRY CUPS, DICED, FRZ, 4.5 OZ	\$45.4275	96/4.5 OZ CUPS	N	0	0
A	100254	STRAWBERRIES, SLICED, FRZ	\$42.0000	30# CARTON	N	0	0
A	110846	STRAWBERRIES WHOLE IQF 12/2.5#	\$47.3100	12/2.5# CARTON	N	0	0

PAL - Meats/Alternates							
A	100134	BEEF CRUMBLES, COOKED W/SPP	\$168.9720	4/10# PKG.	N	0	0
A	100158	BEEF, FINE GROUND RAW FRZ	\$176.0960	40# CARTON	N	0	0
A	100163	BEEF PATTY LEAN, RAW FRZ 3.1 oz	\$224.4000	40# CARTON	N	0	0
A	110322	BEEF PATTY W/SPP COOKED HMSTYLE 2.2oz	\$158.0400	40# CARTON	N	0	0
A	111860	BLACK BEAN BURGER PTY COOKED	\$107.7000	30 LB CASES	Y	1	1
A	100188	HAM, COOKED, DICED, FRZ.	\$91.6000	8/5# PKG	N	0	0
A	100187	HAM, COOKED, SLICED, FRZ.	\$98.4600	8/5# PKG	N	0	0
A	110851	POLLOCK STICKS, BRD FRZ	\$96.0840	40# CASE	N	0	0
A	110730	PORK, UNSEASONED PULLED COOKED FRZ	\$98.2640	8/5# Packages	N	0	0
PAL - Poultry/Eggs							
A	100101	CHICKEN, DICED, COOKED, FRZ	\$151.9600	40# CARTON	N	0	0
A	100117	CHICKEN, FAJITA STRIPS	\$82.1820	30# CARTON	N	0	0
A	110921	CHICKEN, FILLET, UNBREADED, FRZ	\$120.0000	30# CASE	Y	1	1
A	110080	CHICKEN, OVEN ROASTED	\$142.9890	30# CARTON	N	0	0
A	111881	CHICKEN, PULLED, COOKED	\$133.1310	6/5LB OR 3/10LB BAGS	N	0	0
A	110462	CHICKEN STRIPS, COOKED UNSEASONED	\$118.8660	30# CASE	N	0	0
A	111751	EGG PATTY	\$71.3568	300-320 1OZ PORTION	N	0	0
A	100046	EGGS, WHOLE, FROZEN	\$89.6130	6/5# CASE	N	0	0
A	111900	TURKEY BREAST SLC	\$164.7120	8/5lb pkgs	N	0	0
A	100126	TURKEY HAMS, FRZ	\$111.6000	40# CARTON	N	0	0
A	111893	TURKEY HAM ,SMOKED, SLC	\$111.5560	8/5lb pkgs	N	0	0
A	100125	TURKEY ROAST, FROZEN	\$170.2560	32-48# CARTON	N	0	0
A	100119	TURKEY TACO FILLING	\$74.8920	30# CASE	N	0	0
PAL - Vegetables							
A	100359	BEANS, BLACK (TURTLE), LOW-SODIUM, CND	\$18.5612	6/#10 CANS	Y	5	1
A	100360	BEANS, GARBANZO, LOW-SODIUM, CND	\$18.6624	6/#10 CANS	Y	5	1
A	100307	BEANS, GREEN, CND, LOW SODIUM	\$17.5940	6/#10 CANS	N	0	0
A	100351	BEANS, GREEN, FRZ, NO SALT	\$20.6550	30# CASE	Y	10	2
A	100365	BEANS, PINTO, LOW-SODIUM, CND	\$18.5085	6/#10 CANS	Y	5	0
A	100362	BEANS, REFRIED, LOW SODIUM, CND	\$41.1222	6/#10 CANS	N	0	0
A	100366	BEANS, SMALL RED, LOW-SODIUM, CND	\$19.6830	6/#10 CANS	N	0	0
A	100364	BEANS, VEGETARIAN, LOW-SODIUM, CND	\$20.3634	6/#10 CANS	N	0	0
A	110473	BROCCOLI, NO SALT ADDED, FRZ	\$55.2930	30# case	N	0	0
A	100309	CARROTS, SLC, LOW-SODIUM, CND	\$21.7843	6/#10 CANS	N	0	0
A	100352	CARROTS, SLC, NO SALT ADDED, FRZ	\$19.7730	30# CASE	N	0	0
A	100313	CORN, CND, NO SALT	\$24.0010	6/#10 CANS	N	0	0
A	100348	CORN, WHOLE KERNEL, FRZ	\$18.7590	30# CARTON	Y	20	5
A	111230	MIXED VEGETABLES FRZ	\$25.7370	6/5 LB BAG	Y	15	8
A	100315	PEAS, CND, LOW SODIUM	\$29.1984	6/#10 CANS	N	0	0
A	100350	PEAS, FRZ	\$22.6380	30# CARTON	Y	10	0
A	110844	POTATOES, DICED FRZ	\$22.2120	6/5# CASE	N	0	0
A	100357	POTATO, OVEN FRY, FRZ	\$35.5890	6/5# PKG.	N	0	0
A	100355	POTATO WEDGES, FRZ	\$27.8790	6/5# PKG.	N	0	0
A	110186	SALSA, POUCH, LOW SODIUM	\$29.3514	6/106oz POUCHES	N	0	0
A	110177	SPAGHETTI S, MEATLESS PCH LOW SODIUM	\$27.6978	6/106 OZ POUCHES	N	0	0
A	110721	SWT POTATO CRINKLE CUT OVEN FRY	\$40.8270	6/5# Packages	N	0	0
A	100317	SWT POTATOES, XLT SYRUP, CND, LOW SODIUM	\$23.0567	6/#10 CANS	N	0	0
A	110187	TOMATO SAUCE POUCH, LOW SODIUM	\$26.4735	6/106oz POUCHES	N	0	0
A	110185	TOMATOES, DICED, POUCH, NO SALT	\$19.1480	6/111oz POUCHES	N	0	0

Diversion to Processor (Detail)

Recipient Agency: NORTH SHORE SD 112 Agreement Nbr: 34049112002A1 Contract Nbr: 04902400A2026 Representative: Dr. Michael Lubelfeld Phone Nbr: (224) 765-3006	Beginning PAL Balance: \$42,063.3000 DOD Fresh Allotment: \$29,500.0000 Diversion to Processing: \$10,963.3477 Available for USDA Foods Requests: \$1,599.9523 Value of USDA Foods Requested: (can exceed available by up to 35%): \$2,151.3999 Bonus Processing: \$0.0000
----- USDA Foods Received YTD: \$1,462.2453 Remaining PAL Balance YTD: \$137.7070	

Select Program Year:

2026

USDA Foods Diverted for Processing:

Processor	USDA Foods	PAL/Bonus	Cost/lb	Pounds	Total PAL	Updated By	Updated On	Edit
Kraft Heinz	TOMATO PASTE TOTES [100332]	PAL	0.7987	160	127.7920	AHANCOCK	04/14/2025	
LAND O'LAKES	CHEESE, NATURAL AMERICAN [110242]	PAL	1.9915	2,000	3,983.0000	AHANCOCK	04/11/2025	
MCCAIN FOODS USA	POTATOES, BULK [100506]	PAL	0.1708	1,000	170.8000	AHANCOCK	03/19/2025	
MICHAELS FOODS	EGGS [100047]	PAL	1.6543	199	329.2057	AHANCOCK	04/11/2025	
RICH PRODUCTS CORPORATION	FLOUR, BREAD [100912]	PAL	0.2951	500	147.5500	AHANCOCK	04/14/2025	
SCHWAN'S FOOD SERVICE, INC.	CHEESE, MOZZ [110244]	PAL	1.8444	250	461.1000	AHANCOCK	04/11/2025	
Tyson Foods	BEEF FRESH COMBO [100155]	PAL	3.6822	500	1,841.1000	AHANCOCK	04/11/2025	
Tyson Foods	CHEESE, MOZZ [110244]	PAL	1.8444	500	922.2000	AHANCOCK	04/11/2025	
Tyson Foods	CHICKEN, LG BIRD [100103]	PAL	1.4903	2,000	2,980.6000	AHANCOCK	04/11/2025	

- Edit Record
 - Save Changes
 - Cancel Edit

Search

Exhibit D: School Year 2024-2025 Monthly Sponsor Claims for Reimbursement

[begins on the following page]

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 9: Aug 2024 Claim - Sent to FRIS - 09/17/2024

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	1,103.85	1,103.85	0.00	1,103.85
National Lunch 2024	9,220.09	9,220.09	0.00	9,220.09
Special Milk 2024	359.83	359.83	0.00	359.83
Illinois Free Breakfast & Lunch	86.88	86.88	0.00	86.88
National Breakfast 2025	0.00	35,722.02	35,722.02	0.00
National Lunch 2025	0.00	217,377.54	217,377.54	0.00
Special Milk 2025	0.00	7,803.13	7,803.13	0.00

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Aug 2024	Status	Approved-Sent to FRIS
Days of Operation	08/22/2024 - 08/30/2024	Type	Claim
Days Claimed	7	Date Received	09/13/2024
Claim Source	Sponsor	Date Approved	09/13/2024

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 338

School Breakfast - Breakfast

Severe Need

Free 338
 Reduced 43
 Paid 89

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 1834

National School Lunch - Lunch

60% or more Eligible

Free 1574
 Reduced 358
 Paid 1117

Special Milk - Milk

Pricing with Free

Free 409
 Paid 838

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 7
 Enrollment 1248

Illinois Free Lunch

Days Claimed 7
 Enrollment 3700

ADA 1205

ADA 3597

National School Lunch

Days Claimed	7
Enrollment	1248
ADA	1205

Special Milk

Days Claimed	7
Enrollment	2452
ADA	2392

Eligibles

School Breakfast

Free	400
Reduced	107
Paid	741

National School Lunch

Free	400
Reduced	107
Paid	741

Special Milk

Free	189
Paid	2261

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 14: Sep 2024 Claim - Sent to FRIS - 10/22/2024

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	5,005.08	6,108.93	1,103.85	5,005.08
National Lunch 2024	29,574.42	38,794.51	9,220.09	29,574.42
Special Milk 2024	1,026.75	1,386.58	359.83	1,026.75
Illinois Free Breakfast & Lunch	284.56	371.44	86.88	284.56
National Breakfast 2025	0.00	35,722.02	35,722.02	0.00
National Lunch 2025	0.00	217,377.54	217,377.54	0.00
Special Milk 2025	0.00	7,803.13	7,803.13	0.00

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Sep 2024	Status	Approved-Sent to FRIS
Days of Operation	09/03/2024 - 09/30/2024	Type	Claim
Days Claimed	20	Date Received	10/15/2024
Claim Source	Sponsor	Date Approved	10/15/2024

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1515

School Breakfast - Breakfast

Severe Need

Free 1515
 Reduced 213
 Paid 414

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 5599

National School Lunch - Lunch

60% or more Eligible

Free 5032
 Reduced 1227
 Paid 3112

Special Milk - Milk

Pricing with Free

Free 891
 Paid 2725

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 20
 Enrollment 1285

Illinois Free Lunch

Days Claimed 20
 Enrollment 3750

ADA 1216

ADA 3589

National School Lunch

Days Claimed	20
Enrollment	1285
ADA	1216

Special Milk

Days Claimed	20
Enrollment	2465
ADA	2373

Eligibles

School Breakfast

Free	394
Reduced	102
Paid	789

National School Lunch

Free	394
Reduced	102
Paid	789

Special Milk

Free	192
Paid	2273

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 19: Oct 2024 Claim - Sent to FRIS - 11/20/2024

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	297.00	668.44	371.44	297.00
National Breakfast 2025	5,683.12	5,683.12	0.00	5,683.12
National Lunch 2025	30,650.97	30,650.97	0.00	30,650.97
Special Milk 2025	1,116.39	1,116.39	0.00	1,116.39

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Oct 2024	Status	Approved-Sent to FRIS
Days of Operation	10/01/2024 - 10/31/2024	Type	Claim
Days Claimed	21	Date Received	11/13/2024
Claim Source	Sponsor	Date Approved	11/13/2024

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1729

School Breakfast - Breakfast

Severe Need

Free 1729
 Reduced 229
 Paid 490

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 5696

National School Lunch - Lunch

60% or more Eligible

Free 5165
 Reduced 1275
 Paid 3629

Special Milk - Milk

Pricing with Free

Free 915
 Paid 3028

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 21
 Enrollment 1296

Illinois Free Lunch

Days Claimed 21
 Enrollment 3763

ADA 1227

ADA 3595

National School Lunch

Days Claimed	21
Enrollment	1296
ADA	1227

Special Milk

Days Claimed	21
Enrollment	2467
ADA	2368

Eligibles

School Breakfast

Free	394
Reduced	102
Paid	800

National School Lunch

Free	394
Reduced	102
Paid	800

Special Milk

Free	192
Paid	2275

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 25: Nov 2024 Claim - Sent to FRIS - 12/17/2024

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	198.48	866.92	668.44	198.48
National Breakfast 2025	3,572.57	9,255.69	5,683.12	3,572.57
National Lunch 2025	20,608.78	51,259.75	30,650.97	20,608.78
Special Milk 2025	735.96	1,852.35	1,116.39	735.96

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Nov 2024	Status	Approved-Sent to FRIS
Days of Operation	11/01/2024 - 11/22/2024	Type	Claim
Days Claimed	14	Date Received	12/16/2024
Claim Source	Sponsor	Date Approved	12/16/2024

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1080

School Breakfast - Breakfast

Severe Need

Free 1080
 Reduced 142
 Paid 371

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 3882

National School Lunch - Lunch

60% or more Eligible

Free 3477
 Reduced 846
 Paid 2492

Special Milk - Milk

Pricing with Free

Free 624
 Paid 1971

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 14
 Enrollment 1301

Illinois Free Lunch

Days Claimed 14
 Enrollment 3763

ADA 1238

ADA 3597

National School Lunch

Days Claimed	14
Enrollment	1301
ADA	1238

Special Milk

Days Claimed	14
Enrollment	2462
ADA	2359

Eligibles

School Breakfast

Free	409
Reduced	102
Paid	790

National School Lunch

Free	409
Reduced	102
Paid	790

Special Milk

Free	196
Paid	2266

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 31: Dec 2024 Claim - Sent to FRIS - 01/21/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	198.60	1,065.52	866.92	198.60
National Breakfast 2025	3,417.20	12,672.89	9,255.69	3,417.20
National Lunch 2025	20,585.56	71,845.31	51,259.75	20,585.56
Special Milk 2025	714.35	2,566.70	1,852.35	714.35

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Dec 2024	Status	Approved-Sent to FRIS
Days of Operation	12/02/2024 - 12/19/2024	Type	Claim
Days Claimed	14	Date Received	01/16/2025
Claim Source	Sponsor	Date Approved	01/16/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1016

School Breakfast - Breakfast

Severe Need

Free 1016
 Reduced 155
 Paid 354

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 3949

National School Lunch - Lunch

60% or more Eligible

Free 3493
 Reduced 840
 Paid 2358

Special Milk - Milk

Pricing with Free

Free 743
 Paid 1747

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 14
 Enrollment 1313

Illinois Free Lunch

Days Claimed 14
 Enrollment 3783

ADA 1235

ADA 3585

National School Lunch

Days Claimed	14
Enrollment	1313
ADA	1235

Special Milk

Days Claimed	14
Enrollment	2470
ADA	2350

Eligibles

School Breakfast

Free	414
Reduced	108
Paid	791

National School Lunch

Free	414
Reduced	108
Paid	791

Special Milk

Free	197
Paid	2273

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 39: Jan 2025 Claim - Sent to FRIS - 02/25/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	253.08	1,318.60	1,065.52	253.08
National Breakfast 2025	3,803.24	16,476.13	12,672.89	3,803.24
National Lunch 2025	27,155.57	99,000.88	71,845.31	27,155.57
Special Milk 2025	969.11	3,535.81	2,566.70	969.11

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Jan 2025	Status	Approved-Sent to FRIS
Days of Operation	01/06/2025 - 01/31/2025	Type	Claim
Days Claimed	19	Date Received	02/24/2025
Claim Source	Sponsor	Date Approved	02/24/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1129

School Breakfast - Breakfast

Severe Need

Free 1129
 Reduced 153
 Paid 534

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 5198

National School Lunch - Lunch

60% or more Eligible

Free 4604
 Reduced 1103
 Paid 3183

Special Milk - Milk

Pricing with Free

Free 1051
 Paid 2318

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 19
 Enrollment 1315

Illinois Free Lunch

Days Claimed 19
 Enrollment 3791

ADA 1229

ADA 3561

National School Lunch

Days Claimed	19
Enrollment	1315
ADA	1229

Special Milk

Days Claimed	19
Enrollment	2476
ADA	2332

Eligibles

School Breakfast

Free	419
Reduced	108
Paid	788

National School Lunch

Free	419
Reduced	108
Paid	788

Special Milk

Free	203
Paid	2273

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 43: Feb 2025 Claim - Sent to FRIS - 03/25/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	266.36	1,584.96	1,318.60	266.36
National Breakfast 2025	4,330.41	20,806.54	16,476.13	4,330.41
National Lunch 2025	28,189.63	127,190.51	99,000.88	28,189.63
Special Milk 2025	994.39	4,530.20	3,535.81	994.39

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Feb 2025	Status	Approved-Sent to FRIS
Days of Operation	02/03/2025 - 02/28/2025	Type	Claim
Days Claimed	19	Date Received	03/21/2025
Claim Source	Sponsor	Date Approved	03/21/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1312

School Breakfast - Breakfast

Severe Need

Free 1312
 Reduced 161
 Paid 501

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 5347

National School Lunch - Lunch

60% or more Eligible

Free 4818
 Reduced 1114
 Paid 3215

Special Milk - Milk

Pricing with Free

Free 844
 Paid 2662

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 19
 Enrollment 1323

Illinois Free Lunch

Days Claimed 19
 Enrollment 3799

ADA 1240

ADA 3559

National School Lunch

Days Claimed	19
Enrollment	1323
ADA	1240

Special Milk

Days Claimed	19
Enrollment	2476
ADA	2319

Eligibles

School Breakfast

Free	414
Reduced	108
Paid	801

National School Lunch

Free	414
Reduced	108
Paid	801

Special Milk

Free	197
Paid	2279

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 47: Mar 2025 Claim - Sent to FRIS - 04/15/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	212.48	1,797.44	1,584.96	212.48
National Breakfast 2025	3,495.05	24,301.59	20,806.54	3,495.05
National Lunch 2025	22,191.49	149,382.00	127,190.51	22,191.49
Special Milk 2025	806.30	5,336.50	4,530.20	806.30

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Mar 2025	Status	Approved-Sent to FRIS
Days of Operation	03/03/2025 - 03/31/2025	Type	Claim
Days Claimed	15	Date Received	04/11/2025
Claim Source	Sponsor	Date Approved	04/11/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1058

School Breakfast - Breakfast

Severe Need

Free 1058
 Reduced 137
 Paid 365

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 4254

National School Lunch - Lunch

60% or more Eligible

Free 3780
 Reduced 911
 Paid 2375

Special Milk - Milk

Pricing with Free

Free 760
 Paid 2067

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 15
 Enrollment 1321

Illinois Free Lunch

Days Claimed 15
 Enrollment 3801

ADA 1245

ADA 3599

National School Lunch

Days Claimed	15
Enrollment	1321
ADA	1245

Special Milk

Days Claimed	15
Enrollment	2480
ADA	2354

Eligibles

School Breakfast

Free	428
Reduced	108
Paid	785

National School Lunch

Free	428
Reduced	108
Paid	785

Special Milk

Free	207
Paid	2273

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 54: Apr 2025 Claim - Sent to FRIS - 05/27/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	302.20	2,099.64	1,797.44	302.20
National Breakfast 2025	5,277.36	29,578.95	24,301.59	5,277.36
National Lunch 2025	31,279.42	180,661.42	149,382.00	31,279.42
Special Milk 2025	1,138.37	6,474.87	5,336.50	1,138.37

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Apr 2025	Status	Approved-Sent to FRIS
Days of Operation	04/01/2025 - 04/30/2025	Type	Claim
Days Claimed	21	Date Received	05/20/2025
Claim Source	Sponsor	Date Approved	05/20/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1547

School Breakfast - Breakfast

Severe Need

Free 1547
 Reduced 262
 Paid 560

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 6008

National School Lunch - Lunch

60% or more Eligible

Free 5274
 Reduced 1333
 Paid 3428

Special Milk - Milk

Pricing with Free

Free 1122
 Paid 2859

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 21
 Enrollment 1334

Illinois Free Lunch

Days Claimed 21
 Enrollment 3818

ADA 1262

ADA 3636

National School Lunch

Days Claimed	21
Enrollment	1334
ADA	1262

Special Milk

Days Claimed	21
Enrollment	2484
ADA	2374

Eligibles

School Breakfast

Free	424
Reduced	111
Paid	799

National School Lunch

Free	424
Reduced	111
Paid	799

Special Milk

Free	212
Paid	2272

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 59: May 2025 Claim - Sent to FRIS - 07/15/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	308.44	2,408.08	2,099.64	308.44
National Breakfast 2025	5,309.35	34,888.30	29,578.95	5,309.35
National Lunch 2025	31,551.82	212,213.24	180,661.42	31,551.82
Special Milk 2025	1,112.76	7,587.63	6,474.87	1,112.76

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	May 2025	Status	Approved-Sent to FRIS
Days of Operation	05/01/2025 - 05/30/2025	Type	Claim
Days Claimed	21	Date Received	06/26/2025
Claim Source	Sponsor	Date Approved	06/26/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 1593

School Breakfast - Breakfast

Severe Need

Free 1593
 Reduced 227
 Paid 535

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 6118

National School Lunch - Lunch

60% or more Eligible

Free 5332
 Reduced 1327
 Paid 3492

Special Milk - Milk

Pricing with Free

Free 1137
 Paid 2746

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 21
 Enrollment 1345

Illinois Free Lunch

Days Claimed 21
 Enrollment 3827

ADA 1263

ADA 3653

National School Lunch

Days Claimed	21
Enrollment	1345
ADA	1263

Special Milk

Days Claimed	21
Enrollment	2482
ADA	2390

Eligibles

School Breakfast

Free	424
Reduced	111
Paid	810

National School Lunch

Free	424
Reduced	111
Paid	810

Special Milk

Free	212
Paid	2270

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 64: Jun 2025 Claim - Sent to FRIS - 08/19/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2024	0.00	6,108.93	6,108.93	0.00
National Lunch 2024	0.00	38,794.51	38,794.51	0.00
Special Milk 2024	0.00	1,386.58	1,386.58	0.00
Illinois Free Breakfast & Lunch	51.40	2,459.48	2,408.08	51.40
National Breakfast 2025	833.72	35,722.02	34,888.30	833.72
National Lunch 2025	5,164.30	217,377.54	212,213.24	5,164.30
Special Milk 2025	215.50	7,803.13	7,587.63	215.50

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Jun 2025	Status	Approved-Sent to FRIS
Days of Operation	06/02/2025 - 06/05/2025	Type	Claim
Days Claimed	4	Date Received	08/12/2025
Claim Source	Sponsor	Date Approved	08/12/2025

Last Updated: KattUhlean

Submitted by: KattUhlean

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 3 site(s)
 School Breakfast - 3 site(s)
 National School Lunch - 3 site(s)
 Special Milk - 6 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

No IL FREE funding remaining.

Free 251

School Breakfast - Breakfast

Severe Need

Free 251
 Reduced 35
 Paid 82

Illinois Free Lunch - Lunch

No IL FREE funding remaining.

Free 1034

National School Lunch - Lunch

60% or more Eligible

Free 886
 Reduced 199
 Paid 600

Special Milk - Milk

Pricing with Free

Free 225
 Paid 526

Statistics

Average Dairy Cost See site claim for dairy cost
 Number of sites 9

School Breakfast

Days Claimed 4
 Enrollment 1317

Illinois Free Lunch

Days Claimed 4
 Enrollment 3791

ADA 1274

ADA 3695

National School Lunch

Days Claimed	4
Enrollment	1317
ADA	1274

Special Milk

Days Claimed	4
Enrollment	2474
ADA	2421

Eligibles

School Breakfast

Free	423
Reduced	111
Paid	783

National School Lunch

Free	423
Reduced	111
Paid	783

Special Milk

Free	213
Paid	2261

Exhibit E: School Year 2025-2026 Monthly Sponsor and Site Claims for Reimbursement

[begins on the following page]

Organization: North Shore SD 112 Type: Claim
 RCDT: 34-049-1120-02 Status: Sent to FRIS
 Program Year: 2026 Program: SNP

SNP Sponsor Claim

Quick Links Version

[Site Claims](#)
[Claim Rates](#) 7: Jul 2025 Claim - Sent to FRIS - 09/16/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	2,019.78	2,019.78	0.00	2,019.78
National Lunch 2025	0.00	46,852.02	46,852.02	0.00
Special Milk 2025	0.00	879.72	879.72	0.00
Illinois Free Breakfast & Lunch	27.48	27.48	0.00	27.48
National Breakfast 2026	0.00	5,518.72	5,518.72	0.00
National Lunch 2026	0.00	37,144.23	37,144.23	0.00
Special Milk 2026	0.00	914.31	914.31	0.00

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Jul 2025	Status	Approved-Sent to FRIS
Days of Operation	07/01/2025 - 07/17/2025	Type	Claim
Days Claimed	11	Date Received	09/12/2025
Claim Source	Sponsor	Date Approved	09/12/2025

Last Updated: KattUhlean *Submitted by: KattUhlean*

Sponsor Notes

2 site(s) included out of 2 sites approved
 Seamless Summer Option - 2 site(s)
 Illinois Free Seamless - 2 site(s)

Meals

Seamless Summer Option - Breakfast

Severe Need

Free 687

Illinois Free Seamless - Breakfast

Illinois Free Seamless

Free 687

Statistics

Number of sites 2

Seamless Summer Option

Days Claimed 11
 Enrollment 230
 HDP 57

Eligibles

Seamless Summer Option

Free 230

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 7: Aug 2025 Claim - Sent to FRIS - 09/16/2025

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	866.20	2,885.98	2,019.78	866.20
National Lunch 2025	11,456.84	11,456.84	0.00	11,456.84
Special Milk 2025	202.49	202.49	0.00	202.49
Illinois Free Breakfast & Lunch	87.72	115.20	27.48	87.72
National Breakfast 2026	0.00	5,518.72	5,518.72	0.00
National Lunch 2026	0.00	37,144.23	37,144.23	0.00
Special Milk 2026	0.00	914.31	914.31	0.00

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Aug 2025	Status	Approved-Sent to FRIS
Days of Operation	08/21/2025 - 08/29/2025	Type	Claim
Days Claimed	7	Date Received	09/09/2025
Claim Source	Sponsor	Date Approved	09/09/2025
<i>Last Updated: georgettef</i>		<i>Submitted by: georgettef</i>	

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 5 site(s)
 School Breakfast - 5 site(s)
 National School Lunch - 5 site(s)
 Special Milk - 4 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 242

School Breakfast - Breakfast

Non-Severe Need

Free 12
 Reduced 8
 Paid 69

School Breakfast - Breakfast

Severe Need

Free 230
 Reduced 25
 Paid 124

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 1951

National School Lunch - Lunch

60% or more Eligible

Free 1793
 Reduced 336
 Paid 2843

Special Milk - Milk

Pricing with Free

Free 0
 Paid 757

Statistics

School Breakfast

Days Claimed	7
Enrollment	1998
ADA	1934

National School Lunch

Days Claimed	7
Enrollment	1998
ADA	1934

Illinois Free Lunch

Days Claimed	7
Enrollment	3491
ADA	3393

Special Milk

Days Claimed	7
Enrollment	1493
ADA	1459

Eligibles**School Breakfast**

Free	413
Reduced	102
Paid	1483

Special Milk

Free	0
Paid	1331

National School Lunch

Free	413
Reduced	102
Paid	1483

SNP Sponsor Claim

Quick Links Version

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

10: Sep 2025 Claim R1 - Sent to FRIS - 10/07/2025 ▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	4,739.10	7,625.08	2,885.98	4,739.10
National Lunch 2025	35,395.18	46,852.02	11,456.84	35,395.18
Special Milk 2025	677.23	879.72	202.49	677.23
Illinois Free Breakfast & Lunch	298.12	413.32	115.20	298.12
National Breakfast 2026	0.00	5,518.72	5,518.72	0.00
National Lunch 2026	0.00	37,144.23	37,144.23	0.00
Special Milk 2026	0.00	914.31	914.31	0.00

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Sep 2025	Status	Approved-Sent to FRIS
Days of Operation	09/02/2025 - 09/30/2025	Type	Claim
Days Claimed	20	Date Received	10/07/2025
Claim Source	Sponsor	Date Approved	10/07/2025
<i>Last Updated: georgettef</i>		<i>Submitted by: georgettef</i>	

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 5 site(s)
 School Breakfast - 5 site(s)
 National School Lunch - 5 site(s)
 Special Milk - 4 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 1337

School Breakfast - Breakfast

Non-Severe Need

Free 170
 Reduced 47
 Paid 527

School Breakfast - Breakfast

Severe Need

Free 1167
 Reduced 160
 Paid 388

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 6116

National School Lunch - Lunch

60% or more Eligible

Free 5600
 Reduced 1103
 Paid 7755

Special Milk - Milk

Pricing with Free

Free 186
 Paid 2297

Statistics

School Breakfast

Days Claimed	20
Enrollment	1992
ADA	1924

National School Lunch

Days Claimed	20
Enrollment	1992
ADA	1924

Illinois Free Lunch

Days Claimed	20
Enrollment	3495
ADA	3376

Special Milk

Days Claimed	20
Enrollment	1503
ADA	1452

Eligibles

School Breakfast

Free	409
Reduced	102
Paid	1481

Special Milk

Free	109
Paid	1371

National School Lunch

Free	409
Reduced	102
Paid	1481

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) 16: Oct 2025 Claim - Sent to FRIS - 11/12/2025 ▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	0.00	7,625.08	7,625.08	0.00
National Lunch 2025	0.00	46,852.02	46,852.02	0.00
Special Milk 2025	0.00	879.72	879.72	0.00
Illinois Free Breakfast & Lunch	323.08	736.40	413.32	323.08
National Breakfast 2026	5,518.72	5,518.72	0.00	5,518.72
National Lunch 2026	37,144.23	37,144.23	0.00	37,144.23
Special Milk 2026	914.31	914.31	0.00	914.31

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Oct 2025	Status	Approved-Sent to FRIS
Days of Operation	10/01/2025 - 10/31/2025	Type	Claim
Days Claimed	21	Date Received	11/07/2025
Claim Source	Sponsor	Date Approved	11/07/2025

Last Updated: georgettef Submitted by: georgettef

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 5 site(s)
 School Breakfast - 5 site(s)
 National School Lunch - 5 site(s)
 Special Milk - 4 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free	1512
------	------

School Breakfast - Breakfast

Non-Severe Need

Free	183
Reduced	39
Paid	803

School Breakfast - Breakfast

Severe Need

Free	1329
Reduced	221
Paid	431

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free	6565
------	------

National School Lunch - Lunch

60% or more Eligible

Free	5829
Reduced	1109
Paid	8927

Special Milk - Milk

Pricing with Free

Free	213
Paid	3146

Statistics

Average Dairy Cost See site claim for dairy cost

School Breakfast

Days Claimed	21
Enrollment	1988
ADA	1917

National School Lunch

Days Claimed	21
Enrollment	1988
ADA	1917

Illinois Free Lunch

Days Claimed	21
Enrollment	3499
ADA	3367

Special Milk

Days Claimed	21
Enrollment	1511
ADA	1450

Eligibles

School Breakfast

Free	387
Reduced	90
Paid	1511

Special Milk

Free	117
Paid	1374

National School Lunch

Free	387
Reduced	90
Paid	1511

SNP Sponsor Claim

Quick Links Version

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

Nov 2025 Claim - Approved - 12/03/2025 ▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	0.00	7,625.08	7,625.08	0.00
National Lunch 2025	0.00	46,852.02	46,852.02	0.00
Special Milk 2025	0.00	879.72	879.72	0.00
Illinois Free Breakfast & Lunch	225.56	961.96	736.40	225.56
National Breakfast 2026	4,235.70	9,754.42	5,518.72	4,235.70
National Lunch 2026	25,236.25	62,380.48	37,144.23	25,236.25
Special Milk 2026	565.15	1,479.46	914.31	565.15

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Nov 2025	Status	Approved
Days of Operation	11/03/2025 - 11/21/2025	Type	Claim
Days Claimed	14	Date Received	12/03/2025
Claim Source	Sponsor	Date Approved	12/03/2025
<i>Last Updated: georgettef</i>		<i>Submitted by: georgettef</i>	

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 5 site(s)
 School Breakfast - 5 site(s)
 National School Lunch - 5 site(s)
 Special Milk - 4 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 1211

School Breakfast - Breakfast

Non-Severe Need

Free 141
 Reduced 20
 Paid 486

School Breakfast - Breakfast

Severe Need

Free 1070
 Reduced 146
 Paid 300

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 4428

National School Lunch - Lunch

60% or more Eligible

Free 3905
 Reduced 800
 Paid 6174

Special Milk - Milk

Pricing with Free

Free 44
 Paid 2056

Statistics

School Breakfast

Days Claimed	14
Enrollment	1991
ADA	1900

National School Lunch

Days Claimed	14
Enrollment	1991
ADA	1900

Illinois Free Lunch

Days Claimed	14
Enrollment	2520
ADA	2409

Special Milk

Days Claimed	14
Enrollment	1511
ADA	1453

Eligibles**School Breakfast**

Free	389
Reduced	90
Paid	1512

Special Milk

Free	117
Paid	1387

National School Lunch

Free	389
Reduced	90
Paid	1512

SNP Sponsor Claim

Quick Links Version

[Site Claims](#) [Claim Rates](#) Dec 2025 Claim - Approved - 01/09/2026 ▼

Claim Analysis

Payment Category	Claim Earned	Reimb Claimed YTD	Prior Paid YTD	Paid This Claim
National Breakfast 2025	0.00	7,625.08	7,625.08	0.00
National Lunch 2025	0.00	46,852.02	46,852.02	0.00
Special Milk 2025	0.00	879.72	879.72	0.00
Illinois Free Breakfast & Lunch	203.96	1,165.92	961.96	203.96
National Breakfast 2026	2,961.46	12,715.88	9,754.42	2,961.46
National Lunch 2026	24,629.08	87,009.56	62,380.48	24,629.08
Special Milk 2026	496.69	1,976.15	1,479.46	496.69

+ North Shore SD 112 (34-049-1120-02)

Claim Data

Claim Month	Dec 2025	Status	Approved
Days of Operation	12/01/2025 - 12/18/2025	Type	Claim
Days Claimed	14	Date Received	01/09/2026
Claim Source	Sponsor	Date Approved	01/09/2026

Last Updated: georgettef *Submitted by: georgettef*

Sponsor Notes

9 site(s) included out of 9 sites approved
 Illinois Free Breakfast - 5 site(s)
 School Breakfast - 5 site(s)
 National School Lunch - 5 site(s)
 Special Milk - 4 site(s)
 Illinois Free Lunch - 9 site(s)

Meals

Illinois Free Breakfast - Breakfast

Illinois Free Breakfast

Free 799

School Breakfast - Breakfast

Non-Severe Need

Free 122
 Reduced 15
 Paid 412

School Breakfast - Breakfast

Severe Need

Free 677
 Reduced 129
 Paid 333

Illinois Free Lunch - Lunch

Illinois Free Lunch

Free 4300

National School Lunch - Lunch

60% or more Eligible

Free 3809
 Reduced 799
 Paid 5900

Special Milk - Milk

Pricing with Free

Free 66
 Paid 1770

Statistics

School Breakfast

Days Claimed	14
Enrollment	1983
ADA	1872

National School Lunch

Days Claimed	14
Enrollment	1983
ADA	1872

Illinois Free Lunch

Days Claimed	14
Enrollment	3492
ADA	3314

Special Milk

Days Claimed	14
Enrollment	1509
ADA	1442

Eligibles

School Breakfast

Free	391
Reduced	91
Paid	1501

Special Milk

Free	118
Paid	1391

National School Lunch

Free	391
Reduced	91
Paid	1501

Exhibit F: FSMC Equipment List

****These costs are to be built into the fixed price per meal rate and are not to be billed back to the district.****

Equipment Costs by Line Item

Item	Description	Estimated Cost
1	<i>Food Transportation Vehicle</i>	\$ 90,000.00
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
Total Estimated Cost >		\$ 100,000

Exhibit G: Current Operational Labor and Benefits

[begins on the following page]

CURRENT STAFFING PATTERN

Exhibit G

Current employer is to list every food service position with the assigned hours, salary and benefits. SFA will review and verify the information provided.

As the current employer of all employees listed, the undersigned does hereby certify that all information provided in this exhibit is accurate.

Current Employer: OrganicLife

Signature of current employer authorized representative

Date: 2/12/26

Benefits offered to Full-Time Employees **30+** hours or more: Health, Dental, Vision, etc.

Benefits offered to Part-Time Employees less than **30+** hours: N/A

*Type of Health Insurance: E=Employee; E+1; E+2; etc.; F=Family; D=Dental; V=Vision; N=None

School Name	Position	Daily Hours Worked	Hourly Wages	Annual Work Days	Annual Open/Close Days	Annual Paid Sick Days	Annual Paid Vacation	Annual Paid Holidays	Type of Health Insurance*	Employer-Paid % Benefit Match	Salary Total
Oak Terrace	Lead/Cook/Server	5.5	\$ 17.00	175	5		5	14			\$18,606.50
Oak Terrace	Cashier/Prep	5.5	\$ 16.00	175	5		5	14	F, D, V		\$17,512.00
Oak Terrace	Cashier/Prep	5.5	\$ 15.50	175	5		5	14			\$16,964.75
Oak Terrace	Server/Prep	5.5	\$ 15.50	175	5		5	14			\$16,964.75
Red Oak	Lead/Cook/Server	5.5	\$ 17.00	175	5		5	14			\$18,606.50
Red Oak	Cashier/Prep	5.5	\$ 16.00	175	5		5	14	E+1, D		\$17,512.00
Ravinia	Lead/ Driver	8	\$ 20.25	175	5		5	14			\$32,238.00
Ravinia	Cashier/Server/Prep	5.5	\$ 16.00	175	5		5	14			\$17,512.00
Ravinia	Server/Prep	5.5	\$ 15.50	175	5		5	14			\$16,964.75
Northwood	Corporate Chef	8	\$25.00	175	5		5	14			\$39,800.00
Northwood	Cashier/Server/Prep	7	\$ 16.00	175	5		5	14			\$22,288.00
Northwood	Cashier/Prep	6	\$ 15.50	175	5		5	14	D, V		\$18,507.00
Northwood	Server/Prep	7	\$ 16.00	175	5		5	14	E		\$22,288.00
Northwood	Server/Prep	5.5	\$ 15.50	175	5		5	14			\$16,964.75
Edgewood	Lead/Cashier	7	\$ 19.25	175	5		5	14			\$26,815.25
Edgewood	Chef	8	\$ 22.00	175	5		5	14			\$35,024.00
Edgewood	Server/Prep	6.5	\$ 15.50	175	5		5	14			\$20,049.25
Edgewood	Server/Prep	6	\$ 15.50	175	5		5	14			\$18,507.00
Edgewood	Cashier/Prep	7	\$ 15.50	175	5		5	14			\$21,591.50
Edgewood	Cashier/Prep	5.5	\$ 15.00	175	5		5	14			\$16,417.50
Northwood	Summer Cashier	2	\$ 19.25	20							\$770.00
Oak Terrace	Summer Cashier	2	\$ 17.00	20							\$680.00

Current Annual Labor Cost \$444,660.50	Total Daily Hours 129.5	Total Hourly Wages \$ 375.75	Total Work Days 3540	Total Open/Close Days 100	Total Sick Days 0	Total Vacation Days 100	Total Holiday Days 280	Total Anticipated Benefit Costs 12077.00	Total Salary Cost \$432,583.50
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Anticipated SY 26-27 Staffing & Benefits; Does not include estimated payroll taxes

Create additional pages as necessary. Ensure all data and formulas are duplicated as necessary.

(*insert total anticipated employer-paid benefit costs in the cell above)

Exhibit H: Financial Statements

School Year 2024-2025 Food Service Account Income Statement

SY 2024-2025

Income Statement - Food Service (Fund 15)	FY25 Amount (\$)
Revenues	
Earnings on Investments	113,190.94
Food Service Deposits	167,140.91
Federal Lunch Program	261,787.20
School Breakfast Program	42,943.30
Total Revenues	585,062.35
Expenses	
Purchased Services - Subcontractor Outside Service	441,040.47
Supplies and Materials - General Supplies	7,390.25
Dues and Fees	180.00
Total Expenses	448,610.72
Net Income	136,451.63

School Year 2026-2027 Food Service Account Projected Budget

SY 2026-2027

Income Statement - Food Service (Fund 15)	Projection FY27 Amount (\$)
Revenues	
Earnings on Investments	120,000.00
Food Service Deposits	902,202.50
Federal Lunch Program	470,051.75
School Breakfast Program	79,464.00
Total Revenues	1,571,718.25
Expenses	
Purchased Services - Subcontractor Outside Service	921,210.50
Supplies and Materials - General Supplies	30,000.00
Capital	10,000.00
Dues and Fees	200.00
Total Expenses	961,410.50
Net Income	610,307.75

Exhibit I: School District/Operational Calendar

[begins on the following page]

North Shore School District 112 2026-2027 School Calendar

August 2026						
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	
10-14	New Teacher Orientation
17-19	Institute Day
20	First Day of Student Attendance
20	Early Release Elem 8:40 a.m. - 1:40 p.m. MS 7:55 a.m. - 12:55 p.m.
8 days	

February 2027						
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						

February	
12	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
15	Presidents' Day (No Student Attendance)
19 days	

September 2026						
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			

September	
7	Labor Day (No Student Attendance)
18	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
21	Yom Kippur No Student Attendance
20 days	

March 2027						
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			

March	
18	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
18	Conferences 3:15 pm - 8 pm In-Person
19	Conferences 8 am - 12 pm Virtual (No Student Attendance)
22-29	Spring Break
30	School Resumes
16 days	

October 2026						
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

October	
9	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
12	Institute Day (No student attendance)
20 days	

April 2027						
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	

April	
23	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
22 days	

November 2026						
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					

November	
3	Election Day (No Student Attendance)
11	Veteran's Day (No Student Attendance)
20	Early Release (Records Day 1)
23-24	Parent Teacher Conferences (No Student Attendance)
25-27	Thanksgiving Break (No Student Attendance)
15 days	

May 2027						
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					

May	
28	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
31	Memorial Day (No Student Attendance)
20 days	

December 2026						
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		

December	
17	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
18-3	Winter Break No Student Attendance
13 days	

June 2027						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7e	8e	9e	10e	11e	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June	
3	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
4	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
4	Last Day of School
7-11	Emergency Days
4 days	

January 2027						
Su	M	Tu	W	Th	F	Sa
						1
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	
4	School Resumes
15	Early Release MS: 12:55 p.m Elem: 1:40 p.m.
18	Martin Luther King Jr. Day (No Student Attendance)
19 days	

July 2027						
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

July	
4	Independence day

1st qtr = days | 1st tri = days
 2nd qtr = days | 2nd tri = days
 3rd qtr = days | 3rd tri = days
 4th qtr = days | 176 days

Legend			
(First Day of School)	Last Day of School
X	Legal Holiday	ER	Early Release
☐	Institute Day	/	New Teacher Orientation
=	No Student Attendance	PT	Conferences
e	Emergency Days		

Board of Education
Adopted
on:

July 8, 2025

End of Quarter dates:
End of Trimester dates:

*November 23rd- In-person conferences: 11:30 a.m.-7:30 p.m
 *November 24th- Virtual Conferences 8:00 a.m- 4:00 p.m.

Exhibit J: Local Wellness Policy

[begins on the following page]

INSTRUCTION

6:50 School Wellness

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

The Superintendent will ensure:

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

Goals for Nutrition Education and Nutrition Promotion

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

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

Goals for Physical Activity

The goals for addressing physical activity include the following:

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

Goals for Other School-Based Activities

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

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

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

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

Exempted Fundraising Day (EFD) Requests

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

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

Guidelines for Reimbursable School Meals

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

Unused Food Sharing Plan

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

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

Monitoring

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

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

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

Community Involvement

The Board and Superintendent will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the board of education, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in policy 8:10, *Connection with the Community*.

Recordkeeping

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

LEGAL REF.:

[Pub. L. 108-265](#), Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

[42 U.S.C. §1751](#) *et seq.*, Richard B. Russell National School Lunch Act.

[42 U.S.C. §1758b](#), [Pub. L. 111-296](#), Healthy, Hunger-Free Kids Act of 2010.

[42 U.S.C. §1771](#) *et seq.*, Child Nutrition Act of 1966.

[42 U.S.C. §1779](#), as implemented by [7 C.F.R. §§210.11](#) and [210.31](#).

[50 ILCS 205/](#), Local Records Act.

[105 ILCS 5/2-3.139](#) and [5/2-3.189](#).

[23 Ill.Admin.Code Part 305](#), Food Program.

ISBE’s *School Wellness Policy* Goal, adopted Oct. 2007.

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

Adopted: January 16, 2024

Exhibit K: Evaluation Form(s)

[begins on the following page]

FSMC Reference Evaluation Form

Reference Contact Information: _____

Company Name: _____

Reference Name/ Title: _____

Date of Call: _____

Contact Duration: _____

Score	Description
5 Excellent/ Outstanding	Significantly exceeds all requirements and expectations, proactive, zero issues
4 Very Good/Exceeds expectations	Consistently performs above expected levels
3 Good/Meets expectations	Solid, Reliable, competent performance
2 Fair/Needs Improvement (Below expectations)	Inconsistent; requires supervision.
1 Poor/ Unsatisfactory	Frequent complaints; requires heavy oversight from the District
0 (No Answer)	Reference could not or would not answer

Evaluation Matrix

Performance Category	Interview Question Focus	Score (0-5; whole numbers only)	Notes/Comments
Food Quality	Menu Variety, Consistency: Did the vendor provide appealing, nutritious meals, and accommodate special dietary needs (allergies, etc.) Is quality consistent, are menus consistent with what is served?		
Scratch Cooking	Level of fresh preparation vs. pre-packaged "heat and serve"		
Staff and Management	Is the on-site staff well trained, professional, and consistent? Effectiveness and stability of the Manager on-site		
Regulatory Compliance	Did the vendor comply with USDA regulations, including proper documentation and meal pattern compliance?		
Communication	How effectively did the vendor communicate regarding issues, menu changes, or contract performance?		
Problem Resolution	How did the vendor handle issues like food shortages or service complaints. How quickly they react to requests or student/staff complaints		
Regulatory Compliance	Success in state audits and health inspections		
Overall Satisfaction	Would you renew your contract with this vendor without hesitation		
Financial Integrity	Accuracy of billing and absence of "surprise" costs Did vendor operate within the contracted financial terms and budget		
Stand Out Strengths	High participation rates, scratch cooking, diverse dietary accommodations, and appealing menu cycles etc.		

Total Score: _____/50

All committee member ratings will be totaled to determine the highest rated proposal using the following chart.

<u>Committee Member</u>	<u>Proposal 1</u>	<u>Proposal 2</u>	<u>Proposal 3</u>	<u>Proposal 4</u>	<u>Proposal 5</u>	<u>Proposal 6</u>
Jeremy Wickham						
Georgette Franco						
William Kaplan						
Rebecca Hansen						
Courtney Gilkison						
Jamie Kahn						
Total						

3007381.1