

# Request for Proposals (RFP)

**2025 Food Service Management Company (FSMC) Fixed Price per Meal Contract in the K-8 School Nutrition Programs**

February 28, 2024

**RFP Issued by:**

Batavia Public School District No. 101  
335 W Wilson St  
Batavia IL, 60510

Josh Bulak  
Director of Finance  
630-937-8822  
[josh.bulak@bps101.net](mailto:josh.bulak@bps101.net)

**RFP Release Date:** February 28, 2024

**RFP Submission:**

**Completed proposals must be submitted no later than:** April 16, 2024 by 9:00 AM CST.

**Completed proposals must be sealed, marked and submitted to:**

2025 Food Service Management Company Proposal K-8  
Attn: Josh Bulak, Director of Finance  
Batavia Public School District No. 101  
335 W Wilson St  
Batavia, IL 60510

**Disclaimer:**

The Illinois State Board of Education (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 this SOLICITATION carefully!**

This institution is an equal opportunity provider.

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## **Introduction and Overview**

Welcome to the Request for Proposals (RFP) for the Batavia Public School District No. 101. We seek a Food Service Management Company (FSMC) committed to enhancing our students' health and well-being through exceptional food services. Our aim is to provide nutritious, appealing, and cost-effective meals to our diverse student body, moving towards a sustainable and responsive student-centered food program.

We cater to various dietary needs across our district, which includes a middle school and six elementary schools under the National School Lunch Program (NSLP). Notably, our schools are uniquely situated on either side of the Fox River, a centralized kitchen in the middle school services all six elementary schools. Three of our elementary schools, along with our middle school are on the east side of the river, while the remaining three elementary schools are on the west side of the river. This geographical element is vital for FSMCs to consider in their proposals.

This RFP, aligned with the Illinois State Board of Education (ISBE) guidelines, is tailored to our district's specific needs. We urge FSMCs to thoroughly understand our requirements as detailed here. We anticipate proposals that resonate with our ethos, reflect a deep understanding of our unique structure, and align with our quality and nutrition standards.

Thank you for your interest in contributing to the dietary experiences of our elementary and middle school students at Batavia Public School District No. 101. We look forward to insightful proposals and a fruitful partnership.

## **List of Exhibits**

The following exhibits accompany this document and are hereby incorporated by reference:

- A-1 [School/Site Data Form](#)
- A-2 [School/ Site Average Daily Participation](#)
- A-3 [School/ Site Meal Service Information](#)
- A-4 [Current and Projected Enrollment](#)
- B-1 [21-Day Cycle Menu](#)
- B-2 [Meal Choices and Options](#)
- B-3 [A la Carte Price List RMS](#)
- C [Minimum Food Specifications](#)
- D [School Year 2022-2023 Sponsor Claims for Reimbursement](#)
- E [School Year 2023-2024 Sponsor Claims for Reimbursement](#)
- G [Minimum Operational Labor and Benefits](#)
- H-1 [Projected Operations- In-School Revenue \(K-8\)](#)
- H-2 [Projected Operations- Federal and State Reimbursement Revenue \(K-8\)](#)
- H-3 [Projected Operations – Total overall Revenue \(K - 8\)](#)
- I [School/District Operation Calendar Exhibit](#)
- J [Local Wellness Policy](#)
- K [Taste Testing Form](#)

## Definitions

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

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

**After-School 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.

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

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

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

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

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

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

**Child and Adult Care Food Program (CACFP)** is a federal program that provides reimbursements for nutritious meals and snacks to eligible children and adults who are enrolled for care at participating childcare centers, day care homes, and adult day care centers. CACFP also provides reimbursements for meals served to children and youth participating in

afterschool care programs, children residing in emergency shelters, and adults over the age of 60 or living with a disability and enrolled in daycare facilities as outlined in [7 CFR 226](#).

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

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

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

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

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

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

**Fixed Meal Price** means an agreed upon amount that is fixed at the start of the contract.

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

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

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

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

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

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

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

**Nonprofit School Food Service Account** means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school



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

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

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

**School** means:

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

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

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

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

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

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

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

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

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

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

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

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

**“RFP” or “Request for Proposal”** means a type of solicitation document used for the formal procurement method of competitive proposals. The RFP identifies the goods and services needed and all significant evaluation factors. The RFP is publicized and is used to solicit proposals from a number of sources. Negotiations are conducted with more than one of the sources submitting proposals, and either a fixed- price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals may be used if conditions are not appropriate for the use of competitive sealed proposals.

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

## Schedule of Events

Event Type	Event Date	Event Time
RFP Release Date (Public Notice)	February 28, 2024	
Deadline for Pre-Proposal Conference questions	March 12, 2024	9:00 am CST
Pre-Proposal Conference and Site Visit *	March 12, 2024	9:00 am CST
Deadline for submission of Final Questions <i>No questions will be accepted after this date/time.</i>	March 19, 2024	9:00 am CST
Answers to Questions Provided **	April 2, 2024	9:00 am CST
Deadline for Submission of Proposal	April 16, 2024	9:00 am CST
Proposals Opening	April 16, 2024	9:00 am CST
Taste Testing	April 29, 2024 to May 1, 2024	
Proposals Evaluation Completed by	May 7, 2024	
Negotiations *** - Best and Final Offer Due by	May 15, 2024	
Approval of Winning Proposal (Board Meeting)	May 21, 2024	
Notice of Intent to Award Sent to Selected FSMC	May 22, 2024	
Contract Signing	May 24, 2024	
Anticipated Start Date of Selected FSMC	July 1, 2024	

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

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

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

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

## **Section 1: Instructions to Proposers**

- 1.1. Hereinafter, school food authority (SFA) shall refer to Batavia Public School District No. 101.
- 1.2. Hereinafter, The Food Service Management Company (FSMC) submitting a proposal will be referred to as the ***“Offeror”***, and the ***“awarded contract”*** will be between the winning Offeror (herein referred to as the ***“Selected FSMC”***).
- 1.3. **Description**

This RFP invites "Proposals" from Food Service Management Companies (FSMCs) to manage the School Food Authority's (SFA) food service program across all its facilities. The FSMC will oversee onsite management and operations for the SFA's food program.

The food program encompasses:

- a. One middle school participating in the National School Lunch Program (NSLP).
- b. A total of six elementary schools participating in the National School Lunch Program (NSLP), divided as follows:
  - i. Three on the east side of the Fox River, receiving satellite food services from the middle school kitchen.
  - ii. Three on the west side of the Fox River, receiving satellite food services from the middle school kitchen.

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 utilize USDA Foods provided through the Illinois State Board of Education (ISBE) Food Distribution Program. Additionally, the contract will encompass catering activities, which fall outside the standard fee structure.

### **1.4. Process Overview**

The RFP process is structured in a sequential manner, as outlined in the following key steps. For specific dates and timelines, please refer to the detailed Schedule of Events.

- a. **Pre-proposal Meeting and Facility Tour:** Prospective proposers must attend a briefing and tour the facilities to gain insights into operational needs per Section 1.5

- b. **Written Inquiries Period:** Submit questions in writing within the specified deadline to ensure all inquiries are formally addressed per Section 1.7.
- c. **Responses from ISBE:** Official responses to written inquiries will be disseminated, providing clarifications to assist in proposal preparation.
- d. **Proposal Submission:** Proposals must adhere to the format requirements detailed in Section 1.6 and be submitted by the stated deadline.
- e. **FSMC Presentations:** FSMC will be expected to provide a presentation at the taste test as specified in Section 20. ALL FSMCs will have the same presentation opportunities including but not limited to the time and manner.
- f. **Taste Tests:** FSMC taste testing will be required. All FSMCs will have the same opportunities including but not limited to time and manner. Taste test will be held at a Rotolo Middle School between April 29, 2024 to May 1, 2024. FSMC should provide menus and presentation of offerings, and a 10-15-minute presentation of services. See rubric on Exhibit K.
- g. **Proposal Evaluation:** Proposals will be assessed based on criteria outlined in Section 20.
- h. **Negotiations:** Selected proposals may enter negotiation to finalize terms per Section 1.10.
- i. **Award of Contract:** The final selection and award is subject to approval as per Section 2.1 and elsewhere herein.

#### 1.5. **Pre-Proposal Meeting and Facility Tour**

- a. **Date and Time:** The meeting is scheduled for March 12, 2024, beginning at 9:00 pm CST.
- b. **Mandatory Attendance:** Attendance is required for all interested Food Service Management Companies (FSMCs).
- c. **Purpose:** This meeting aims to clarify any questions regarding the specifications and includes a guided tour of the facilities.
- d. **Starting Location:** The meeting will start at the Rosalie Jones Administration Center, located at 335 W Wilson Street, Batavia, IL 60510.

**e. Tour Sequence:** After the initial meeting, the tour will proceed in the following order:

- i. Rotolo Middle School: 1501 S Raddant Rd, Batavia, IL 60510
- ii. H.C. Storm Elementary School: 305 N VanNortwick Ave, Batavia, IL 60510
- iii. Batavia High School: 1201 Main St, Batavia, IL 60510 (Non-NSLP School See Seperate RFP)

**f. Questions and Answers Protocol:**

- i. During the Meeting: Questions can be raised during the Pre-Proposal Meeting and Facility Tour, but must also be submitted in writing.
- ii. Response to Questions: Answers to these questions may not be provided immediately during the meeting.
- iii. Follow-up Communication: All questions will be answered in writing and distributed to everyone who signed in at the meeting. This communication will be sent no later than March 19, 2024.

**g. Communication Guidelines:**

- i. Priority of Written Communication: In case of any discrepancies, written communication will take precedence over verbal discussions between any FSMC and the School Food Authority (SFA).

## **1.6. Proposal Submission**

**a. Deadline for Submission:** Proposals must be submitted by 9:00 am CST on April 16, 2024.

**b. Late Submissions:**

- i. Proposals received after the specified deadline will not be considered.
- ii. Late proposals will be returned unopened to the sender. Postmarks or document dates will not be taken into account for late submissions.

**c. SFA's Rights:**

- i. The School Food Authority (SFA) reserves the right to keep all proposals for a minimum of sixty (60) days.



- ii. SFA may reject any or all proposals or parts thereof and may waive any informalities or irregularities in a proposal.

**d. Submission Address.** Proposals should be sent to:

2025 Food Service Proposal K-8  
Attention: Josh Bulak, Director of Finance  
Batavia Public School District No. 101  
335 W Wilson St, Batavia, IL 60510

**e. Envelope and Package Requirements.** Proposals must be sealed and marked appropriately. The envelope should be labeled with:

RFP Title: "2025 Food Service Management Company Proposal K-8"  
Indicate whether it's the original or a copy  
Envelope number (e.g., 1 of 3)  
Submission date  
Offeror's name and address

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

**f. Offeror's Contact Information:**

- i. Include contact details of the person representing the offeror in the proposal process.
- ii. Minimum required information: name, title, address, phone number, and email of the contact person.
- iii. Proof of authority for the person submitting the proposal may be requested by SFA and should be readily available.

**g. Public Opening of Proposals.** There will be a public opening of the proposals at 9:00 am CST on April 16, 2024. The location for this event is 335 W Wilson Street, Batavia, IL 60510.

**1.7. Written Inquiries.**

All communication should be directed to:

Josh Bulak  
Director of Finance  
335 W Wilson St, Batavia IL 60510  
630-937-8822  
[josh.bulak@bps101.net](mailto:josh.bulak@bps101.net)

Email is the preferred form of communication. If a response has not been received within two (2) business days, contact Josh Bulak at 630-937-8822. Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by May 23rd, 2024, by 9:00 am CST.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors. A written response no later than April 2, 2024, will be issued; a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda will be issued electronically to each Offeror known by the SFA who has requested a copy of the RFP.

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 proposer, and included in the proposer's package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the proposal as non-responsive. No addenda will be issued within 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 to allow the issuing an addendum.

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 distribution.

Before submitting a Proposal, it shall be the responsibility of each Offeror to contact Josh Bulak at [josh.bulak@bps101.net](mailto:josh.bulak@bps101.net), prior to the Proposal due date to determine whether additional addenda were issued.

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

**1.9. Discussions.** By requesting of a copy of the RFP and subsequent submission of a Proposal, the Offeror agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the awarded contract, Offeror will not discuss this procurement with any party except the designated contact person identified in this RFP. 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 employees/agents of the SFA.

The SFA reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, make site visits, review past performance, or seek or provide other information regarding Offeror's Proposal. This process may be used for such purposes as providing an opportunity for Offeror to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Offeror. The SFA will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services Offeror is proposing to the SFA. An individual authorized to legally bind Offeror shall sign responses to any request for clarification.

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.

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

The SFA will engage in negotiations.

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

It is expected that the negotiation process will result in the selection of the successful offeror. However, if after negotiations, two or more offerors are still under consideration, the SFA will make a final selection, using an unbiased method; by asking the offerors to submit a Best and Final price. The Best and Final price is due by 9:00 am CST on May 15, 2024 to Josh Bulak, Director of Finance via [josh.bulak@bps101.net](mailto:josh.bulak@bps101.net).

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

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

**1.11. Fair and Open Competition.** This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Offeror to notify the contact person identified in this RFP, in writing, so as to be received within five (5) business days after the date the RFP is issued by 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(s).

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

Examples of overly responsive Proposals:

- Respondent 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.

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

The SFA will award each Proposal independent of other Proposals. As part of the

evaluation process, the SFA may request samples of meals or other products and services.

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

## Section 2: Terms and Conditions

**2.1. Awarding the Contract.** To be considered, Offeror must submit a complete response to 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.

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

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

If additional information is required, contact Josh Bulak at [josh.bulak@bps101.net](mailto:josh.bulak@bps101.net).

**2.2. Awarded Contract.** This Awarded Contract is effective for a one-year period beginning July 1, 2024 and ending on June 30, 2025 (the "Term"), with up to four (4) one-year renewals with mutual agreement between the SFA and the Selected FSMC.

The Awarded Contract between the SFA and the Selected FSMC shall be a combination of the specification, terms and conditions of the RFP; Selected FSMC Proposal, attachments to the Proposal and any written clarifications or changes made by SFA and in accordance with the provisions herein; see section *Exception and Deviations* for additional details.

Exceptions should be explicitly noted in Offeror's Proposal. Lack of exceptions listed on an Offeror's Proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP.

Any exceptions noted in the Proposal will be evaluated after the due date and Proposal opening. No exceptions, addendums, amendments, or other changes will be allowed

thereafter unless required by federal, state, or local regulations or needed to allow for program performance under the Awarded Contract. The only planned amendments will be the amendment to renew the Awarded Contract. This amendment will be presented to the contractor by the SFA at the time of renewal. Renewal of Awarded Contract does not constitute an offer by SFA for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment.

Any proposed terms and conditions listed in Offeror's Proposal may be considered by SFA. However, such proposed terms and conditions may render Proposal non-responsive and ineligible for evaluation of the Awarded Contract. Furthermore, any accepted proposed terms and conditions related to costs will be added to the overall costs proposed in Offeror's Proposal. This is the only way to fairly evaluate and compare exceptions to SFA's terms and conditions by an Offeror and another Offeror which accepted SFA's terms and conditions without exceptions.

In the event of an amendment to the Awarded Contract, both parties must mutually accept and sign the amendment, which will then be reviewed by ISBE before becoming effective. SFA must be the originator of the amendment. **Amendment(s) presented by Selected FSMC will be denied.** Awarded Contract, addendums, or amendments is limited to assuring compliance with federal and state procurement requirements.

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

- a. **Termination without cause:** Either the SFA or FSMC can terminate the Awarded Contract *without cause* with a sixty- (60) day written notification mailed, certified or personally delivered to the other party.
- b. **Termination with cause:** Either party may terminate the Awarded Contract for cause upon sixty (60) days written notice mailed or personally delivered to the other party Reference 7 CFR 210.16(d)) except for the conditions for cause as follows:
  - i. If Selected FSMC fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by SFA.
  - ii. If Selected FSMC fails to make progress as to endanger performance of the Awarded Contract in accordance with its terms.
  - iii. If either party fails to comply with any of the material terms and conditions of the Awarded Contract. Such termination shall become effective if notified party does not cure such failure within a period of ten (10) days after written notice of default.



- iv. If either party is declared insolvent or bankrupt.
- 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:
  - 1. failure to maintain and enforce required standards of sanitation,
  - 2. failure to maintain proper insurance coverage as outlined by the Awarded Contract,
  - 3. failure to provide required periodic information/statements, or
  - 4. failure to maintain quality of service at a level satisfactory to the SFA.

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

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

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

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

**2.4. Nonperformance by Awarded FSMC.** If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach of noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a)

immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any Contractor default shall be borne by the Contractor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the Contractor upon demand.

**2.5. Exceptions and Deviations.** The terms and conditions contained in this RFP will be included in the resulting Awarded Contract. SFA does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in Offeror’s Proposal being deemed to be non-responsive. Nonetheless, if an Offeror must take exception(s) to a specific term or condition, the Offeror shall provide the requested information for each exception in the following format and attach it to the Offeror’s Proposal and label it as “*Offeror’s Exceptions and Deviations.*”

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

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

Format for submitting exceptions and deviations:

**Offeror’s Exceptions and Deviations: Name of FSMC**

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

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

**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 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 relating to USDA Foods (see section 7.2).

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

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

the nonprofit food service account.

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

- a. Adding other SFAs, or unaffiliated schools (to include new schools to be constructed within the SFA during the contract duration and potential contract renewals) not included in the original solicitation.
- b. Adding more Child Nutrition Programs not included in the original solicitation and contract.
- c. 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.
- d. Adding the requirement for the FSMC to cover the cost of labor, or to transition the cost of labor from the SFA to the FSMC without a provision in the original solicitation and contract that includes the labor transition with specifics for how this will occur.
- e. Adding requirements for the FSMC to purchase/invest in equipment, point of service system, or remodel/renovate facilities for the SFA that were not planned, specified, or included in the original solicitation and contract.
- f. 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).
  - i. Any guaranteed return promised by the FSMC must remain in the nonprofit food service account. If the contract contains such guarantees, the contract must also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. Returns cannot be contingent upon multi-year contracts as FSMC contracts are for one year with the option for up to four one-year renewals. If the option for renewal is to be considered each year, the best practice is to specify in the original solicitation the SFAs expectations of the guarantee for each renewal year option, if changes in the guarantee will be allowed.

While this list is not exclusive of changes SFAs and FSMCs often consider during a contract renewal option, these changes are amendments to the contract, not a contract renewal. Therefore, State agency (ISBE) and SFA staff must take great caution not to approve contract amendments when these changes should be re-solicited. Contract renewals are extensions of the original contract based on the terms and conditions of the original solicitation; contract amendments that change the scope of the contract or

exceed the value of the Simplified Acquisition Threshold (valued at \$250,000), are subject to approval by the State agency (ISBE) or FNS (USDA).

**FSMC developed contracts and/or amendments are never allowed.**

## **Section 3: General Conditions**

**3.1. ISBE Legal Disclaimer.** The ISBE does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. ISBE is not a party to any contractual relationship between 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.** All proposals shall be submitted on the forms provided with each space properly completed. The special attention of FSMC is directed to the policy that no claim for relief because of errors or omissions in the proposal will be considered, and the FSMC will be held strictly to the proposals as submitted. Should a FSMC find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, (s)he shall advise the SFA who will issue the necessary clarification to all prospective FSMC's by means of addendum.

The SFA reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal when there are sound documented reasons to do so.

**3.3. Fully Informed.** Submission of a proposal by a FSMC will be construed as an indication the FSMC is fully informed of and can offer the services satisfactorily in compliance with the specifications and conditions contained herein.

**3.4. Solicitation Withdrawal or Changes.** Proposals may be withdrawn by letter or in person prior to the time and date established for the opening of proposals. In accordance with Illinois Law, once the proposal has been accepted, such proposals may not be modified in any way without the written approval of the SFA. The FSMC will be bound by any and all math calculations, misquotes or mistakes of any kind once the proposal is signed.

**3.5. Code of Conduct/ Ethics.** The SFA will accept no gratuity allowed in connection with the proposal submission.

**3.6. Protest Procedures.** Any serious protest to the Request for Proposal will follow the following steps within five (5) calendar days of the contract award:

a. Include the name, address, and telephone number for the protester;

b. Be endorsed by the protester or its representative;

i. Clearly entitle your protest as "Protest to RFP – Food Service Management Company (FSMC) Vended Meals";

- ii. Set forth a detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- iii. Specifically request a ruling by the SFA within ten (10) calendar days from the contract award;
- iv. Deliver protest packet to Josh Bulak, Director of Finance, Batavia Public School District 101, 335 W Wilson St, Batavia, IL 60510.

The SFA will provide a formal response to the FSMC within 15 calendar days. A FSMC not satisfied with that response may appeal the decision to the Superintendent or designee, provided such appeal is received within 15 calendar days after the response from the SFA. If the appeal is not filed within that period, no other SFA redress will be required. All protests will be disclosed to the Illinois State Board of Education Nutrition Programs Division.

- 3.7. Additional Administrative, Contractual, or Legal Remedies per SFA Policy.** All proposals shall remain valid and subject to acceptance for a period of ninety (90) days after the contract award date. Award of the Contract shall be made based on criteria in this RFP. The criteria and specifications are outlined in the RFP and further set forth in the Contract.
- 3.8.** The SFA reserves the right to investigate each proposer's ability to fulfill the terms of the contract.
- 3.9.** All solicitations shall remain valid and subject to acceptance for a period of ninety (90) days after the solicitation opening date. Award of the Contract shall be made to the lowest responsive, responsible proposer as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the Contract.
- 3.10.** 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 prospective proposers may inspect the facilities and equipment prior to the solicitation due date and prior to submitting a proposal, if pre-solicitation meeting/facility tour is scheduled as per above. Failure to do so will not relieve the successful proposer from the necessity of furnishing and installing any material and equipment, performing any labor, or making any structural changes, without additional cost to the SFA, that may be required to carry out the intent of the resulting Contract.

- 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 Contract is awarded, no proposer, 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 Contract has been awarded. Violation of this clause by any proposer, prospective or otherwise, shall result in automatic disqualification of the proposer from being awarded the Contract. Violation of this clause by an SFA may result in (1) temporary withholding of cash payments pending correction of the deficiency by the SFA or other more severe enforcement action; (2) disallowing of both, use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the SFA's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, State or Federal authority having jurisdiction.



## Section 4: Scope of Services

- 4.1. 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
- Fresh Fruit and Vegetable Program (FFVP)
- 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
- Summer Food Service Program (SFSP)
  - SFSP - Breakfast
  - SFSP – Lunch
- Vending Machines
  - Adult/ Staff access only (to be billed and paid with Non-Child Nutrition Program funds)

- 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)

- 4.2.** The projected number of full feeding days is approximately 174 days.
- 4.3.** The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- 4.4.** The food service shall be managed to promote maximum participation in the Child Nutrition Programs.
- 4.5.** The Selected FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.
- 4.6.** 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 or substantive Contract change.
- 4.7.** The SFA reserves the right to add or delete owned and operated schools covered by the Contract throughout the Contract Term and any Renewal Terms, unless the additional or removal of schools creates a material or substantive Contract change.
- 4.8.** The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 4.9.** The Selected FSMC shall be an independent contractor and not an employee of 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.
- 4.10.** The Selected FSMC shall conduct the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.
- 4.11.** The SFA shall be legally and financially responsible for the conduct of the food service and shall supervise the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

- 4.12. Community Eligibility Provision (CEP).** Not applicable; the SFA does not currently participate in or plan to participate in CEP.
- 4.13. Fresh Fruit and Vegetable Program (FFVP).** Not applicable; the SFA does not currently participate in or plan to participate in FFVP.
- 4.14. Summer Food Service Program.** Not applicable; the SFA does not currently participate in or plan to participate in the Summer Food Service Program.

## **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. (Reference 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.

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

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

Monitoring also includes:

- a. Ensuring all contract provisions are being fulfilled, such as local health and sanitation requirements.
  - b. 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.
  - c. Invoicing has all required supporting documentation submitted to the SFA.
  - d. Ensuring monthly invoice contains applicable USDA Food Credits.
  - e. 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.
  - f. 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*.
- 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:
- a. On-Site Reviews of the meal counting and claiming system,
  - b. Reviews of meal count data for each site, and
  - c. Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 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 C.F.R. Part 250.

**5.13.** The SFA shall maintain and post, in a publicly visible location, all reports on the most recent food safety inspection, and provide a copy of the food safety inspection reports to a member of the public upon request.

**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 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 Selected FSMC employees, providing services for the school meal programs have met the required USDA Professional Standards for State and Local School Nutrition Programs Personnel final rule. Therefore, the SFA must require the Selected FSMC to provide annual documentation showing the training hours and topics completed by all employees that meet this requirement.

## **Section 6: Selected FSMC Responsibilities**

- 6.1.** The Selected FSMC shall always provide its services (including but not limited to ordering and delivery of all groceries, produce, bread, milk, paper supplies, etc., to all SA sites) hereunder in accordance with generally accepted standards of care and best practices in the industry.
- 6.2.** The Selected FSMC shall provide the specified types of service in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.
- 6.3.** The Selected FSMC shall serve meals on such days and at such times as requested by the SFA.
- 6.4.** The Selected FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children participating in the programs as designated by 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 on Exhibit A-1.
- 6.10.** The Selected FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B-1 and B-2 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 listed in Section 19. Any changes made by the Selected FSMC after the first initial menu cycle for the NSLP, SBP, ASSP, SFSP, and/or CACFP may be made only with the approval of 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. Infant Meals.** When applicable, the Selected FSMC shall provide Infant Meals compliant with applicable meals pattern components and other nutritional requirements as described in USDA memorandum, SP 01-2018, titled "Updated Infant and Preschool Meal Patterns in the National School Lunch Program and School Breakfast Program; Questions and Answers" dated October 19, 2017. In summary, for reimbursable Infant Meals serviced on or after October 1, 2017, the updated Child and Adult Care Food Program (CACFP) meal pattern will replace the meal pattern options for SFAs serving infants and/or children aged 1-5 years old and not yet in kindergarten. The CACFP meal pattern applies to meals served to infants, childcare, preschool, and pre-kindergarten students participating in the NSLP and SBP.
- 6.14.** 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)).
- 6.15.** The Selected FSMC shall promote efforts to increase participation in the CNPs.
- 6.16.** The Selected FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in the SFA's Local Wellness Policy. 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. Refer to the Attachment section of the RFP.

- 6.17. The Selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- 6.18. The Selected FSMC shall use SFA facilities for preparation of food to be served.
- 6.19. **Substitutions and Meal Modifications.** The Selected FSMC is required to make modifications or substitutions to food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of cultural, religious, or ethical preferences. Refer to the requirements outlined in Section 5.
- 6.20. The Selected FSMC shall deposit daily all monies in the SFA's nonprofit food service account, following acceptable internal control procedures in accordance with SFA internal financial practices.
- 6.21. The Selected FSMC shall comply with all local and state food safety and sanitation requirements.
- 6.22. 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.
- 6.23. The Selected FSMC shall 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
- 6.24. The Selected FSMC shall administer training, conduct new hire orientation, manage compliance and sanitation licensure processes, promote continuous learning environment and ensure delivery of professional development for food service staff. Training shall include, but not limited to, Civil Rights, professional standards regulations, POS system, how to operate kitchen equipment, food safety and sanitation.
- 6.25. **Professional Standards for School Nutrition Programs Personnel**

In accordance with Professional Standards for State and Local School Nutrition

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

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

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

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

## **Section 7: Food Distribution Program**

- 7.1.** Any USDA Foods and/or Department of Defense (“DOD”) received for use by 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 C.F.R. Part 250.
- 7.2.** The Selected FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the National School Breakfast and Lunch Programs subject to approval of the SFA. The SFA and Selected FSMC must order USDA Foods within the appropriate designated ISBE Food Distribution Systems in quantities sufficient to receive and credit the SFA for USDA Foods maximizing the SFA’s annual USDA Foods entitlement amount. The FSMC should have provided a minimum credit total of 85% of the SFA’s annual USDA Foods entitlement amount three (3) months prior to the annual contract end date with the expectation of 100% USDA Foods entitlement credit by the end of the annual contract term. If the Selected FSMC utilizes more than 100% of entitlement, all additional/bonus entitlement must also be credited by the end of the annual contract term. If the SFA has not received a minimum credit total of 85% three (3) months prior to the annual contract end date the Selected FSMC must submit a corrective action plan on how the Selected FSMC will reach the expected 100% USDA Foods entitlement credit to the SFA by the end of the annual contract term. This corrective action plan will be submitted to ISBE for review and determination of compliance. If determined not in compliance a mandatory rebid may be required.
- 7.3.** The Selected FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the 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 C.F.R. § 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 C.F.R. § 210.9(b)(2).
- 7.10.** At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by 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 C.F.R. Part 210 and Part 250.
- 7.13.** The Selected FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the SFA's food service. The Selected FSMC must meet all storage and inventory management requirements outlined in 7 C.F.R. Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in 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 C.F.R. Part 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 FSMC shall be responsible for all delivery and freight/handling costs associated with USDA Foods. The FSMC shall be responsible for all storage and warehousing costs associated with USDA Foods. Estimated annual delivery, freight/handling costs will be \$5.90 per case ordered for school year 2023-2024. Estimated USDA foods entitlement value for school year 2024-2025 is \$45,021.96.
- 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 C.F.R. Part 210 and Part 250).
- 7.24.** The Selected FSMC must return all unused USDA ground beef products, ground pork products, and processed end products to 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**

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



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

Section 12(n) of the NSLA defines:

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

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

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

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

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

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

If requested by the SFA, state, or federal government, the Selected FSMC will supply evidence supporting compliance with the Buy American provision. Additional

clarification regarding the Buy American Provision can be found in *USDA Memo Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program* SP 38-2017 dated 06/30/17.

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

- a. Requests consideration from SFA (written documentation require) on the use of domestic alternative foods before approving an exception.
  - b. Document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - c. Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
- 8.6.** The Selected FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States, or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- 8.7.** The Selected FSMC shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.
- 8.8.** The Selected FSMC may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- 8.9.** 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.
- 8.10.** The Selected FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
- 8.11.** The Selected FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- 8.12.** For the duration of the Contract and all subsequent renewal Terms, as applicable, the Selected FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above and the food specifications contained herein.
- 8.13.** Locally grown and Locally raised unprocessed agricultural products as defined by the USDA.

## **Section 9: Use of Facilities, Inventory, Equipment and Storage**

**9.1.** The Selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with 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 any subcontractors or staff used by the FSMC for the purposes of this Contract.
- 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 maintain the inventory of silverware, tableware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by 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 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.
- 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 FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 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 Selected FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the SFA.
- 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.
- 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.
- 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**

- a.** The following provisions will apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:
  - i.** The Selected FSMC will purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed \$1,500.
  - ii.** The Selected FSMC will purchase marketing materials for the food service program. The FSMC awarded the Contract shall be responsible for providing and installing, as applicable, all marketing materials as deemed necessary to meet the terms of this contract, if necessary, for the provision of the contractual services required by the Contract.
  - iii.** The Selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to the SFA as an

operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacture logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to the SFA. Purchases made by the Selected FSMC that are part of and/or included in the fixed meal price, administration fee, or management fee are excluded from this subsection of the RFP and as a result, such purchases may contain FSMC logos.

- iv.** If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under the awarded contract, reimburse the Selected FSMC the unpaid portion of the equipment.
- 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.

## **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 requires all food service area employees or food handlers that work with open/unpackaged foods, food service equipment or utensils, or any food contact surfaces to receive an approved food handler training.
- 10.4.** The Selected FSMC shall place garbage and trash in containers as specified by 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, 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.
- 11.2.** The Selected FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Selected FSMC management staff, except the site manager. The Selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the Selected FSMC.
- 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 pursuant to Public Act 101-0001 during the Term of the Contract or any Renewal Term.
- The Selected FSMC must: (i) pay its employees no less than the hourly minimum wage as determined by the State of Illinois ("**Minimum Wage**") for work performed under the Contract; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract.
- 11.4. Illinois Fixed Minimum Wage Billback.** Supplemental billing related to the Illinois Mandated Fixed Minimum wage **will not** be allowable during any applicable Renewal Term. The Selected FSMC will take full responsibility of all applicable Minimum Wage Laws and submit a proposal accordingly.
- 11.5.** The Selected FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 11.6.** The Selected FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.
- 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 and

furnished in writing to the Selected FSMC.

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

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

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

unsubstantiated; or

- c. Has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

**11.11.** For each FSMC employee, the Selected FSMC shall perform periodic checks of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS § 152/101 *et seq.*), and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the Child Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS § 154/75–105). All results must be provided to the SFA.

**11.12.** The SFA shall include a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit G which must be used for proposal calculation purposes at a minimum initial Contract Term cost to the Selected FSMC plus the cost of a Food Service Director and other Salaried Management, minimum wage increases, costs related to the Paid Leave for All Workers Act, and/ or any other law impacting wages and benefits, as applicable.

The Selected FSMC shall provide a full-time on-site Food Service Director. The Food Service Director provided to the SFA may not be shared with other SFA(s). The Selected FSMC's Food Service Director must comply with the minimum hiring standards established in 7 CFR 210.30(b) and the Program Manager must comply with the education and training standards established in 7 CFR 210.30(c).

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 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 when using Exhibit G for purposes of calculating the cost of their proposal.

**11.13.** The Selected FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit G throughout the entire Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The Selected FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.

**11.14.** In the event a reduction in employee positions, hours, wages, and/or benefits occurs, and such reduction is authorized by 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 on Exhibit G for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.

- 11.15.** The Selected FSMC must ensure that the employees' hours listed are not used for catering or special functions.
- 11.16.** The Selected FSMC shall ensure that, pursuant to 105 ILCS 5/24-5, not more than 90 days preceding the time of presentation of the Contract to the school board, all individuals who have direct, daily contact with pupils performing services on the Selected FSMC's behalf in or for schools shall have evidence of physical fitness to perform duties assigned and are free from communicable diseases, and may be subject to additional health examinations, including screening for tuberculosis, prior to performing any such services in or for schools, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health, any controlling State mandate (including Executive Orders) or any local rule of the SFA. FSMC shall provide the SFA with evidence of physical fitness to perform duties assigned and freedom from communicable disease.
- 11.17.** Upon written request of 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.
- 11.18.** In the event of the removal or suspension of any employee, the Selected FSMC shall immediately restructure its staff without disruption in service.
- 11.19.** All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 11.20.** The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon by the parties and shall be in compliance with local policy as well as all applicable state and federal laws including but not limited to the federal Fair Labor Standards Act [29 USC 212], the Illinois Child Labor Law [820 ILCS 205-1-22], the Illinois Vocational Education Act [105 ILCS 435/1 et seq.], and their implementing rules and regulations.
- 11.21.** The Selected FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service. The SFA retains final approval authority for

the Selected FSMC’s local management position(s).

**11.22.** The Selected FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:

- a. Collection and use of data,
- b. Effective public notification systems,
- c. Complaint procedures,
- d. Compliance review techniques,
- e. Resolution of noncompliance,
- f. Requirements for reasonable accommodation of persons with disabilities,
- g. Requirements for language assistance,
- h. Conflict resolution, and
- i. Customer service.

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

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

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

<p>New and Current Directors</p>	<p>Annually, at least 12 hours (10 hours for SY 2015-16) of continuing education/ training. Includes topics such as:</p> <ul style="list-style-type: none"> <li>● Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures).</li> <li>● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul> <p>This required continuing education/training is in addition to the food safety training required in the first year of employment.</p>
<p>New and Current Managers</p>	<p>Annually, at least 10 hours (8 hours for SY 2015-16) of continuing education/training. Includes topics such as:</p>

	<ul style="list-style-type: none"> <li>● Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures).</li> <li>● The identification of reimbursable meals at the point of service.</li> <li>● Nutrition, health and safety standards.</li> <li>● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul>
<p>New and Current Staff (other than the director and managers) that work an average of at least 20 hours per week</p>	<p>Annually, at least six hours (4 hours for SY 2015-16) of continuing education/training. Includes topics such as:</p> <ul style="list-style-type: none"> <li>● Free and reduced price eligibility.</li> <li>● Application, certification, and verification procedures.</li> <li>● The identification of reimbursable meals at the point of service.</li> <li>● Nutrition, health and safety standards.</li> <li>● Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.</li> </ul>
<p>New and Current Part-Time Staff (working less than 20 hours per week)</p>	<p>Each year, at least 4 hours of annual continuing education/training (regardless of number of part-time hours).</p>

## Section 12: Designation of Program Expense

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)
<b>Labor</b>		
On site Managers and/or Supervisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Full time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part time Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Employee Benefits</b>		
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"/>



<b>Description</b>	<b>Column I (Selected FSMC)</b>	<b>Column II (SFA)</b>
<b>Food</b>		
Commercial Foods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Foods		
Deliver Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Freight/ Handling Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storage/Warehouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Other Expenses</b>		
<b>Accounting</b>		
Bank Charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Processing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Recordkeeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Equipment— Nonexpendable over \$5,000, or lower local threshold per unit and expected to last over one year</b>		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Routine Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Major Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Equipment—Expendable (e.g., trays, tableware, glassware, utensils)</b>		
Original Purchase	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cleaning/Janitorial Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Insurance</b>		
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"/>

<b>Description</b>	<b>Column I (Selected FSMC)</b>	<b>Column II (SFA)</b>
Office Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paper/Disposable Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Printing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Product Testing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotional/Marketing Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Taxes and License	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone		
Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Long Distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Medium of Exchange for Point of Service Counts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation of Meals	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash Removal		
From Kitchen	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>

## **Section 13: Invoicing and Payment Terms**

- 13.1.** All proposals must be calculated based on the menu(s) in Exhibit B, the projected annual units provided on the Proposed Fixed Meal Rates form. All proposals shall be submitted using the provided forms. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 13.2.** The proposed rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC and must not include the use of USDA Foods or any alternate pricing structure.
- 13.3.** The Selected FSMC shall comply with the rules, regulations, policies, and instructions of the State of Illinois, ISBE and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215 (SMP), 220, 225 (SFSP), 226 (CACFP), 245, 250, and 2 CFR 200, if applicable.
- 13.4.** The Selected FSMC shall invoice SFA at the end of each month. No advanced payments are allowed to be paid to the Selected FSMC.
- 13.5.** The SFA shall pay the Selected FSMC the fixed meal rate(s) and fixed management fee(s) within 30 days of submission of an invoice and for each monthly period of program operation.
- 13.6.** No payment will be made to the Selected FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.
- 13.7.** Reserved.
- 13.8.** All invoices to SFA shall contain sufficient details to ensure the contracted price(s) are being adhered too. This level of invoicing detail is important to support transparency in the payments to Select FSMC by the SFA and requests made by internal SFA staff, state, and federal auditors including possible open records requests. The Selected FSMC cannot claim any reimbursable costs invoiced to SFA are proprietary.
- 13.9.** SFA reserves the right to request additional details for any item on an invoice which groups more than one item together for payment.

**13.10.** Upon termination of the Awarded Contract, all outstanding amounts shall immediately become due and payable.

**13.11. A la Carte Equivalency Factor for NSLP Schools.**

- a. For the purposes of this Contract, a la carte provided at NSLP schools 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 2023. The a la carte equivalency factor to be utilized for the initial 2024–2025 Contract Term is \$4.755.
- c. In Contract renewal Terms, the a la carte equivalency factor will be changed annually to reflect the change in the sum of the reimbursement rates and PAL as stated above. The rates used will be those established in July of the preceding fiscal year and be published annually by the Illinois State Board of Education Nutrition Department.

**13.12.** The Selected FSMC shall credit the SFA's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the Selected FSMC to the SFA for USDA Foods received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line-item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the SFA's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Illinois State Board of Education. Prior to the expiration of each Contract Term, the SFA shall be credited in full for all USDA Foods received.

**13.13.** The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 C.F.R. § 210.9(b)(2).

**13.14.** 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.

**13.15.** 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, including but not limited to all state and federal reimbursements, Child nutrition Program grants, sales from student meals, adult meals, and a la carte.
- 14.2.** The food service revenue shall be used only for 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 SFA shall obtain and maintain all applicable licenses, permits, and health certifications to operate the SFA's premises as required by federal, state, and local law.
- 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 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.
- 15.5.** The Selected FSMC shall comply with all SFA building rules and regulations.

## **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:
- a. The receipt, use, storage, and inventory of USDA Foods;
  - b. Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
  - c. 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 Part 200: Record Retention and Access, 2 CFR §200.333 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, and 2 CFR §200.337 Restrictions on public access to records.

- 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.

## **Section 17: General Contract Terms**

- 17.1.** No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA.
- 17.2.** This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the SFA and 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.** The Selected FSMC and local agency hereby agrees that it will comply with:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- e. 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);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i. 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.
- j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

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

#### EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

**17.10.** The Selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

**17.11.** The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected FSMC and SFA to do the following with contracting:

- a. The Selected FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**17.12.** If this Contract is in excess of \$100,000, the SFA and Selected FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

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

**17.13.** The Selected FSMC certifies compliance with:

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

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

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

**17.16.** To the fullest extent permitted by law, the Selected FSMC agrees to indemnify, defend, and hold harmless 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.

**17.17.** In order for the SFA to respond timely and appropriately to the requirements of the Illinois Freedom of Information Act (FOIA) [5 ILCS 140], the Selected FSMC must review all documents required to be provided under this Contract and the exemptions for release under FOIA and, if exemptions are allowed, provide the SFA a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as "REDACTED", and the Selected FSMC shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain

information. Notwithstanding the foregoing, the SFA may not necessarily be allowed to release *just* the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the State of Illinois Public Access Counselor before a denial to a FOIA request can be made. The SFA will abide by the decisions of the Public Access Counselor.

**17.18.** Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential and proprietary data or information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). No Confidential Information collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the Term of the Contract or thereafter. The recipient must return any and all Confidential Information used in the course of the performance of the Contract, in whatever form it is maintained, promptly upon termination of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction, if destruction is permitted by the disclosing Party. Confidential Information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing Party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing Party's Confidential Information.

**17.19. Student Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the SFA. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Contract. Any student records in the Contractor's possession shall be returned to the SFA when no longer needed for the purposes for which they were provided, or at the SFA's written request, they shall be permanently destroyed, and the Contractor shall provide written confirmation to the SFA upon the destruction of student records.



#### **17.20. Trade Secrets and Proprietary Information.**

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

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


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


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

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

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

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

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

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
  2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
  3. **email:**  
program.intake@usda.gov
- **Spanish Translations**  of the new Nondiscrimination Statement for SNAP, SNAP-Ed, FDPIR, and all other FNS nutrition assistance programs (e.g., CACFP, CSFP, FDD, NSLP, SFSP, WIC) are being updated. Please check the U.S. Department of Agriculture website for updates: <https://www.fns.usda.gov/cr/fns-nondiscrimination-statement>. Questions can be sent to [sm.fn.crd-web@usda.gov](mailto:sm.fn.crd-web@usda.gov).

This institution is an equal opportunity provider.

## **Section 18: Insurance**

- 18.1.** The Selected FSMC shall, at its sole cost and expense, maintain insurance coverage as set forth below.
- 18.2. Coverage Requirements.** The insurance company issuing such policy or policies shall be licensed to do business in Illinois with a Best's Rating of "A" or better and satisfactory to the SFA. Coverage shall also provide for any additional minimum coverage as may be established by law. Such insurance coverage shall be primary or "first dollar" to any insurance carried by the SFA and shall also protect the SFA from any liability which may arise from FSMC's execution or performance of this Contract.
- 18.3. General Liability.** General liability policy with at least \$1,000,000 per occurrence and/or \$3,000,000 aggregate for personal injury, bodily injury, property damage, and sexual abuse.
- 18.4. Vehicle Liability.** Vehicle liability, including coverages applicable to Illinois statutes including all owned, non-owned, and hired coverages with \$1,000,000 per occurrence and/or combined single limit.
- 18.5. Workers Compensation.** Worker's compensation and employers liability coverage with \$1,000,000 per accident, \$1,000,000 per employee, and \$1,000,000 policy limit.
- 18.6. Umbrella Policy.** Umbrella policy coverage with \$5,000,000 limit.
- 18.7. Certificate of Insurance.** The FSMC will provide a Certificate of Insurance no later than August 1 annually for the life of the Contract.
- 18.8. Additional Insured.** The FSMC shall, by policy amendment or rider, name the SFA as an additional insured on each policy identified above (except Worker's compensation), including all SFA elected and appointed officials, all employees and volunteers, all boards, and their board members. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributing or excess.
- 18.9. Notice of Cancellation or Material Change.** The FSMC shall provide thirty (30) days advance written notice of cancellation, reduction, and/or material change in coverage will be mailed to the SFA at the address provided above.

## Section 19: Meal Pattern and Nutritional Standards

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



Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food <sup>a</sup> Per Week (Minimum Per Day)					
Fruits (cups) <sup>b,c</sup>	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>b,c</sup>	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green <sup>d</sup>	0	0	0	½	½	½
Red/Orange <sup>d</sup>	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) <sup>d</sup>	0	0	0	½	½	½
Starchy <sup>d</sup>	0	0	0	½	½	½
Other <sup>d,e</sup>	0	0	0	½	½	¾
Additional Veg to Reach Total <sup>f</sup>	0	0	0	1	1	1½
Grains (oz eq) <sup>g</sup>	7-10 (1)	8-10 (1)	9-10 (1)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 <sup>h</sup>	0 <sup>h</sup>	0 <sup>h</sup>	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <sup>i</sup>	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>						
Min-max calories (kcal) <sup>j,k</sup>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) <sup>l</sup>	≤ 540	≤ 600	≤ 640	≤ 1,110	≤ 1,225	≤ 1,280
Trans fat	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

- Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving of fruit and vegetables is ½ cup. Minimum creditable serving of grain and meat/meat alternate is 0.25 oz eq.
- One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- At breakfast, schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first 2 cups per week of any substitution must be from the dark green, red/orange, beans/peas (legumes), or "other vegetable" subgroups as defined in §210.10(c)(2)(iii).
- Larger amounts of these vegetables may be served.
- This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.
- There is no separate meat/meat alternate component in the SBP. In SBP, schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
- All fluid milk must be fat-free (skim) or low fat (1% fat or less). Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.
- The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- Beginning July 1, 2023 (SY 2023-2024) Sodium Interim Target 1A will take effect for the NSLP.

Food and Nutrition Service, United States Department of Agriculture

## Vegetable Subgroups

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

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

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

Choose My Plate.gov, United States Department of Agriculture

**EXHIBIT A: GRAIN REQUIREMENT FOR CHILD NUTRITION PROGRAMS<sup>1,2</sup>**

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

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

GROUP A	Ounce Equivalent (Oz Eq) for Group A	Minimum Serving Size for Group A
<ul style="list-style-type: none"> <li>• Breading-Type Coating</li> <li>• Bread Sticks (<i>hard</i>)</li> <li>• Chow Mein Noodles</li> <li>• Savory Crackers (<i>saltines and snack crackers</i>)</li> <li>• Croutons</li> <li>• Pretzels, (<i>hard</i>)</li> <li>• Stuffing, (<i>dry</i>) Note: weights apply to bread in stuffing.</li> </ul>	1 oz eq = 22 gm or 0.8 oz ¼ oz eq = 17 gm or 0.6 oz ½ oz eq = 11 gm or 0.4 oz ¼ oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz ¼ serving = 15 gm or 0.5 oz ½ serving = 10 gm or 0.4 oz ¼ serving = 5 gm or 0.2 oz
GROUP B	Oz Eq for Group B	Minimum Serving Size for Group B
<ul style="list-style-type: none"> <li>• Bagels</li> <li>• Batter type Coating</li> <li>• Biscuits</li> <li>• Breads – all (i.e. <i>white, wheat, whole wheat, French, Italian</i>)</li> <li>• Buns (<i>hamburger and hot dog</i>)</li> <li>• Sweet Crackers<sup>5</sup> (<i>graham crackers – all shapes, animal crackers</i>)</li> <li>• Egg Roll Skins</li> <li>• English Muffins</li> <li>• Pita Bread</li> <li>• Pizza Crust</li> <li>• Pretzels (<i>soft</i>)</li> <li>• Rolls</li> <li>• Tortillas</li> <li>• Tortilla Chips</li> <li>• Taco Shells</li> </ul>	1 oz eq = 28 gm or 1.0 oz ¼ oz eq = 21 gm or 0.75 oz ½ oz eq = 14 gm or 0.5 oz ¼ oz eq = 7 gm or 0.25 oz	1 serving = 25 gm or 0.9 oz ¼ serving = 19 gm or 0.7 oz ½ serving = 13 gm or 0.5 oz ¼ serving = 6 gm or 0.2 oz
GROUP C	Oz Eq for Group C	Minimum Serving Size for Group C
<ul style="list-style-type: none"> <li>• Cookies<sup>3</sup> (<i>plain – includes vanilla wafers</i>)</li> <li>• Cornbread</li> <li>• Corn Muffins</li> <li>• Croissants</li> <li>• Pancakes</li> <li>• Pie Crust (<i>dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnover<sup>4</sup>, and meat/meat alternate pies</i>)</li> <li>• Waffles</li> </ul>	1 oz eq = 34 gm or 1.2 oz ¼ oz eq = 26 gm or 0.9 oz ½ oz eq = 17 gm or 0.6 oz ¼ oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz ¼ serving = 23 gm or 0.8 oz ½ serving = 16 gm or 0.6 oz ¼ serving = 8 gm or 0.3 oz
GROUP D	Oz Eq for Group D	Minimum Serving Size for Group D
<ul style="list-style-type: none"> <li>• Doughnuts<sup>4</sup> (<i>cake and yeast raised, unfrosted</i>)</li> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (<i>plain</i>)</li> <li>• Muffins (<i>all, except corn</i>)</li> <li>• Quick Breads</li> <li>• Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls<sup>4</sup> (<i>unfrosted</i>)</li> <li>• Toaster Pastry<sup>4</sup> (<i>unfrosted</i>)</li> </ul>	1 oz eq = 55 gm or 2.0 oz ¼ oz eq = 42 gm or 1.5 oz ½ oz eq = 28 gm or 1.0 oz ¼ oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz ¼ serving = 38 gm or 1.3 oz ½ serving = 25 gm or 0.9 oz ¼ serving = 13 gm or 0.5 oz

Effective October 1, 2017

This institution is an equal opportunity provider

Form updated June 2022

GROUP E	Oz Eq for Group E	Minimum Serving Size for Group E
<ul style="list-style-type: none"> <li>Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit purees)</li> <li>Doughnuts<sup>4</sup> (cake and yeast raised, frosted or glazed)</li> <li>French Toast</li> <li>Sweet Roll, Sticky Buns, Cinnamon Rolls, Danish Pastries, Caramel Rolls<sup>4</sup> (frosted)</li> <li>Toaster Pastry<sup>4</sup> (frosted)</li> </ul>	1 oz eq = 69 gm or 2.4 oz ¼ oz eq = 52 gm or 1.8 oz ½ oz eq = 35 gm or 1.2 oz ¾ oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz ¼ serving = 47 gm or 1.7 oz ½ serving = 31 gm or 1.1 oz ¾ serving = 16 gm or 0.6 oz
GROUP F	Oz Eq for Group F	Minimum Serving Size for Group F
<ul style="list-style-type: none"> <li>Cake<sup>3</sup> (plain, unfrosted)</li> <li>Coffee Cake<sup>4</sup></li> </ul>	1 oz eq = 82 gm or 2.9 oz ¼ oz eq = 62 gm or 2.2 oz ½ oz eq = 41 gm or 1.5 oz ¾ oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz ¼ serving = 56 gm or 2 oz ½ serving = 38 gm or 1.3 oz ¾ serving = 19 gm or 0.7 oz
GROUP G	Oz Eq for Group G	Minimum Serving Size for Group G
<ul style="list-style-type: none"> <li>Brownies<sup>3</sup> (plain)</li> <li>Cake<sup>3</sup> (all varieties, frosted)</li> </ul>	1 oz eq = 125 gm or 4.4 oz ¼ oz eq = 94 gm or 3.3 oz ½ oz eq = 63 gm or 2.2 oz ¾ oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz ¼ serving = 86 gm or 3 oz ½ serving = 58 gm or 2 oz ¾ serving = 29 gm or 1 oz
GROUP H	Oz Eq for Group H	Minimum Serving Size for Group H
<ul style="list-style-type: none"> <li>Cereal Grains (barley, quinoa, etc.)</li> <li>Breakfast Cereals (cooked)<sup>6,7</sup></li> <li>Bulgur or cracked wheat</li> <li>Corn Grits</li> <li>Macaroni (all shapes)</li> <li>Noodles (all varieties)</li> <li>Pasta (all shapes)</li> <li>Ravioli (noodle only)</li> <li>Rice</li> </ul>	1 oz eq = ½ cup cooked or 1 ounce (28 gm) dry	1 serving = ½ c cooked or 25 gm or 0.9 oz dry ¼ serving = ¼ c cooked or 19 gm or 0.7 oz dry ½ serving = ¼ c cooked or 13 gm or 0.5 oz dry ¾ serving = 2 T cooked or 6 gm or 0.2 oz dry
GROUP I	Oz Eq for Group I	Minimum Serving Size for Group I
<ul style="list-style-type: none"> <li>Ready to eat breakfast cereal (cold, dry)<sup>6,7</sup></li> </ul>	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = ¼ cup or 1 ounce for granola	1 serving = ¼ c or 1 oz, whichever is less ½ serving = ½ c or 0.5 oz, whichever is less

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

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

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

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

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

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

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

## Section 20: Evaluation Criteria

### Information on Evaluation Team/ Scoring Committee

Member Name	Role/Title
Anton Inglese	Chief Financial Officer
Josh Bulak	Director of Finance
Adam Lester	Associate Principal Rotolo Middle School
Jeff Modaff	Principal Grace McWayne

### Ancillary Materials

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

### Evaluation Plan

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

Criteria	Weight in Points
1. Cost/Financial Proposal	35
2. Promotion of Health and Well-Being of Students	15
3. Local Food Products	2
4. Hormone and Pest Practices	2
5. Animal Welfare	2
6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms	2
7. Experience and References	22
8. Taste Test	20
<b>Total Points</b>	<b>100</b>

The maximum possible points are listed next to each criterion. Evaluation and scoring of Proposals will be based on the assignment of points by the scoring committee and totaled for a final score which will be used for awarding the contract. Only responsive Proposals will be considered for evaluation. For a Proposal to be considered responsive, the Offeror will need to



read the entire RFP and provide documentation and information required by all sections of the RFP including attachments. The scoring committee will evaluate all qualifying proposals. The scoring committee will evaluate documentation and information requested throughout the RFP and recommend contract award using this documentation and information including the following evaluation criteria as described below:

**1. Cost/Financial Proposal (35 Points)**

- a. Minimum requirements for proposal evaluation:
  - i. Qualified Meal Price of NSLP meals
  - ii. Provide a list of a la carte items and proposed pricing
  
- b. Documents required for evaluation of criteria:
  - i. Provide a copy of most recent audited annual financial reports
  - ii. Include a table of company organization and a plan for effective staffing in order to serve the needs of the SFA
  - iii. Describe how you ensure quality customer service

**2. Promotion of Health and Well-Being of Students (15 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Quality of the Food Program – Menu Diversity including ethnic diversity
  - ii. Ability to meet dietary restrictions
  
- b. Documents required for evaluation of criteria:
  - i. Describe philosophy for ingredient selection, menu selection and food quality
  - ii. Provide examples of dietary alternatives
  - iii. Provide a 21-day menu for breakfast and lunch (Exhibit B1 and B2 reflective of the minimum number of 21 days)

**3. Local Food Products (2 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Source from locally grown sources (within 250 miles of SFA) without an impact to cost
  
- b. Documents required for evaluation of criteria:
  - i. Provide list of local vendors and product details, the items they supply along with proof they are a current/recent vendor

**4. Hormone and Pest Practices (2 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Source food without added hormones and green pest practices for the health and well-being of consumers
- b. Documents required for evaluation of criteria:
  - i. Provide list of suppliers with evidentiary support of food without hormones and green pest practices

**5. Animal Welfare (2 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Consider animal welfare practices when sourcing food Documents
- b. Documents required for evaluation of criteria:
  - i. Provide documented evidence of current animal welfare policy and how your firm verifies vendor compliance with established policy

**6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Contract with small and minority businesses, women's businesses, and labor surplus area firms when able without an impact to cost
- b. Documents required for evaluation of criteria:
  - i. Provide a list of applicable current suppliers with their certificates
  - ii. How does your firm verify supplier status and manage certificates

**7. Experience and References (22 points)**

- a. Minimum requirements for proposal evaluation:
  - i. Sufficient size and experience managing food service operations to serve a (similar SFA)
  - ii. Documented evidence of growing participation at NSLP operations
  - iii. Strong references from other SFA's
  - iv. Track record engaging with students and implementing change based on student feedback
  - v. Track record post-COVID in staffing food service operations
- b. Documents required for evaluation of criteria:
  - i. Provide at least (3) references of (similar district criteria)

- ii. Provide examples of growing student participation at NSLP operations
- iii. Provide examples of how student feedback is solicited and how change is implemented based on that feedback,
- iv. including current clients to be contacted for references where this process is already occurring
- v. Provide list of NSLP accounts lost in past three years, reason why the account was lost, including contracts not renewed before the end of the five year contract cycle
- vi. Provide a detailed implementation plan for management, supervision and staffing
- vii. Provide staff resumes, job descriptions and organizational chart for onsite operations
- viii. Must provide detailed information for proposed onsite staffing challenges/successes post-COVID
- ix. Provide three years of audited financial statements certified by a licensed CPA
- x. Provide comprehensive list of all pending litigation as well as all lawsuit judgements for the last five years

## **8. Taste Test (20 points)**

- a. Minimum requirements for proposal evaluation:
  - i. An onsite presentation to Batavia Public School District 101 evaluation team and a small group of Batavia students to review a current Offeror site between April 29, 2024 through May 1, 2024. Rubric attached in Exhibit K.
  - ii. SFA has ultimate decision-making authority on date and time of the FSMC presentation.
  
- b. Documents required for evaluation of criteria:
  - i. Provide menus and a presentation of offerings.
  - ii. Provide a 10-15-minute presentation of services.
  - iii. Provide a tasting menu of reimbursable meals to include one (1) hot breakfast meal, one (1) cold breakfast meal, one (1) cold lunch meal, and two (2) hot lunch meals for the committee to taste test. Meals selected for the taste test must be typical menu selections served to SFA's students.

## Section 21: Proposed Fixed Meal Rates

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

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

	Projected Annual Units	Rate Per Unit	Estimated Total **
<b>School Nutrition Programs (SNP)</b>			
Reimbursable Breakfasts with Milk	35,376		
Reimbursable Lunches with Milk	186,445		
Special Milk Program (SMP BHS Only)	524		
A la Carte Equivalents Fee*			
Management Fee per School Meal (breakfast and lunch only)	221,821		
Total Estimated Amount for Fixed Meal Rates**			\$

\* 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.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Offeror

\_\_\_\_\_

Title

## Section 22: Proposal Agreement

**For the FSMC:**

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

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

FURTHERMORE, I CERTIFY that, consistent with 3.5 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 terms and conditions of this RFP and certify that I am authorized to sign the RFP for the Offeror.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
FSMC Name

\_\_\_\_\_  
Date

**For the SFA:**

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

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Section 23: Solicitation Certifications

The required certifications are provided here for demonstration purposes. Each of these forms is available for download.

### Bid-Rigging Certification

\_\_\_\_\_, a duly  
(Agent)  
authorized agent of \_\_\_\_\_,  
(Contractor)  
do hereby certify that neither \_\_\_\_\_,  
(Contractor)  
nor any individual presently affiliated with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ has been barred from bidding on a public contract as a  
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)  
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



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

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

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

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ISBE 85-34 (9/15)

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CERTIFICATE REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*PR/Award Number or Project Name*

\_\_\_\_\_  
*Name of Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Original Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

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**DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. TYPE OF FEDERAL ACTION  
 a. Contract     b. Grant     c. Cooperative agreement     d. Loan     e. Loan guarantee     f. Loan insurance

2. STATUS OF FEDERAL ACTION  
 a. Bid/offer/application     b. Initial award     c. Post-award

3. REPORT TYPE  
 a. Initial filing     b. Material change     For material change only: \_\_\_\_\_ Year \_\_\_\_\_ Quarter \_\_\_\_\_ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY  
  
 Prime     Subawardee, Tier \_\_\_\_\_, if known    \_\_\_\_\_ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME  
  
 \_\_\_\_\_ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY  
  
 \_\_\_\_\_

7. FEDERAL PROGRAM NAME/DESCRIPTION  
  
 \_\_\_\_\_ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known	9. AWARD AMOUNT, if known \$ _____
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10a. NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)	b. INDIVIDUALS PERFORMING SERVICES (Including address if different from No. 10a) (last name, first name, MI)
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*(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)*

11. AMOUNT OF PAYMENT (check all that apply)  
 \$ \_\_\_\_\_     Actual     Planned

12. FORM OF PAYMENT (check all that apply)  
 a. Cash     b. In-kind; specify: nature \_\_\_\_\_ value \_\_\_\_\_

13. TYPE OF PAYMENT (check all that apply)  
 a. Retainer     b. One-time fee     c. Commission  
 d. Contingent fee     e. Deferred     f. Other, specify \_\_\_\_\_

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

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

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

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

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

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

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

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CONTINUATION SHEET  
DISCLOSURE OF LOBBYING ACTIVITIES

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REPORTING ENTITY

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## **Section 24: Proposal Submission Checklist**

The following are required components of a responsive proposal:

- Letter of Transmittal
- Signed certification pages
- Fixed Meal Rate Proposal
- References
- Certificate of Insurance
- Sealed and Marked Envelope