

Item 6.2.6 School Finance Budget Workshop: Updated Information for Unspent Balance Projections, Amounts Projected for Budget Reductions, and Clarifications of State Sales Tax Overpayment – Presented by Supt. Terry Schmidt and Business Manager Shirley Maxwell

Background Information: This evening Terry and Shirley will provide some reliable estimates of outcomes from the budget workshop of November 24 and the clarification meeting of January 12. Due to the loss of enrollment this year and last, the expenditures of the district must be adjusted in order to remain in good financial standing for the fiscal years to come.

Please allow Shirley Maxwell to present current projections and estimates for:

- A comparison of unspent budget authority projected at the close of FY 15 (June 30, 2015) as compared to the actual unspent budget authority found at the close of FY 14 (June 30, 2014)
- Using the formulas shared by IASB Finance Consultant Gary Sinclair, Shirley will provide the minimum number of dollars that must be reduced for FY 16.
- Estimates to fund current salary schedules for teachers and support staff with experience movement only will be reported.
- Preliminary estimates of changes in health insurance costs will be provided.
- Preliminary estimates of allowed budget change for next fiscal year provided by the Iowa Legislature will be estimated
- Review of the Teacher Leadership Compensation impact with new dollars will be provided
- The overpayment of Iowa State Sales Tax in Red Oak will be briefly reviewed and impact reported

Suggested Board Action: (to be determined)

Item 6.2.7 Investigation of Outsource Models for School Food Service and Custodial Services – Presented by Business Manager Shirley Maxwell

Background Information: One year ago the district learned just how arduous the process of outsourcing food service programming could be. As a result, a commitment was made to do everything needed in the summer months to follow state guidelines and then work diligently during the current contract year to move ahead with solicited proposals.

Enclosed with the study packet this evening are the requirements Business Manager Shirley Maxwell has met to get proposals underway. She will not go through it tonight in detail but will want to help you be aware of the requirements for the State of Iowa.

Suggested Board Action: No formal action is necessary tonight but if the Directors desire a different path of examining outsourcing in Red Oak CSD, this would be a good time to learn about it.

CHILD NUTRITION PROGRAMS

FOOD SERVICE MANAGEMENT COMPANY

RED OAK SCHOOL FOOD AUTHORITY

2016 REQUEST FOR PROPOSAL & CONTRACT FIXED FEE

Bureau of Nutrition & Health Services

Bureau of Nutrition & Health Services of the Iowa Department of Education

Grimes State Office Building

400 East 14th Street

Des Moines, IA 50319-0146

Phone (515) 281-5356

Fax (515) 242-5988

Website: <https://www.educateiowa.gov/pk-12/nutrition-programs>

"The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html. Or at any USDA office, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

"It is the policy of the Bureau of Nutrition & Health Services of the Iowa Department of Education not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7. If you have questions or grievances related to compliance with this policy by (Name of CNP Provider), please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>."

I. INTRODUCTION	1
II. REQUEST FOR PROPOSAL/INSTRUCTIONS	1
A. Legal Notice	1
B. Request for Proposal	1
C. Procurement Method	2
D. Pre-Proposal Meeting / Timeline	2
E. Proposal Submission and Award	2
F. Late Proposals	4
G. Altering, Amending or Withdrawing Proposal	4
H. Calculation of Time	4
I. Firm Offer	4
J. Final Contract	4
III. STANDARD TERMS AND CONDITIONS	5
A. Definitions	5
B. Scope and Purpose	6
C. Food Service	9
D. Use of Advisory Group/Menus	10
E. Purchases	11
F. USDA Foods	12
G. Employees	13
H. Use of Facilities, Inventory, Equipment, and Storage	14
I. Health Certifications/Food Safety/Sanitation	16
J. Financial Terms	16
K. Books and Records	20
L. Term and Termination	19
M. Insurance	19
N. Trade Secrets and Proprietary Information	20
O. Summer Food Service Program	21
P. Optional Services to Be Included	<i>Error! Bookmark not defined.</i>
Q. Certifications	23
R. Miscellaneous	24
IV. AGREEMENT	27
SFA EXHIBIT A: SFA PROFILE & SITE INFORMATION	29
SFA EXHIBIT B: HHFKA DIETARY GUIDELINES & 21-DAY MENU CYCLES	32
SFA EXHIBIT C: PURCHASING SPECIFICATIONS	35
SFA EXHIBIT D: PARTICIATION PRIOR SCHOOL YEAR	36
SFA EXHIBIT E: PRICE SCHEDULE CURRENT SCHOOL YEAR	39
SFA EXHIBIT F: FINANCIAL OPERATING STATEMENTS PRIOR THREE YEARS	40
SFA EXHIBIT G: DIVISION OF COSTS	42
SFA EXHIBIT H: DIVISION OF RESPONSIBILITY	44
SFA EXHIBIT I: INFORMATION REQUIRED ON INVOICE	48
SFA EXHIBIT J: SFA POLICIES IMPACTING FOOD SERVICE PROGRAM	49
CONTRACTOR EXHIBIT K: FSMC PROFILE	50
CONTRACTOR EXHIBIT M: FSMC FEE ESTIMATE	52
CONTRACTOR EXHIBIT N: PERSONNEL AND STAFFING PLANS	53
CONTRACTOR EXHIBIT O: PLANS TO INCREASE PROGRAM PARTICIPATION	55
CONTRACTOR EXHIBIT P: SCHEDULE OF APPLICABLE LAWS	56
APPENDIX 1: AWARD CRITERIA TABLE, EXAMPLE	57
APPENDIX 2: FSMC CONTACT INFORMATION	58

I. INTRODUCTION

This document contains a **Request for Proposal** for providing food service management services for Red Oak School Food Authority's (SFA) participation in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the FSMC and the School Food Authority.

The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The Bureau of Nutrition & Health Services of the Iowa Department of Education (BNHS) is never a party to any contract between a SFA and a food service management company (FSMC). BNHS has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL / INSTRUCTIONS

A. Legal Notice

Notice is hereby given that Red Oak School Food Authority, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the SFA.

B. Request for Proposal (*allow a minimum of six weeks from advertising to proposal opening*)

1. SFA will consider a Fixed Fee Proposal
2. Proposals will be received until noon on February 18, 2015 (**subject to change*) for supplying Red Oak SFA with food service management services during the school year of 2015 - 2016, (SY 2016) with options for renewal of the contract for four additional terms of one year each.
3. Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of Red Oak (**SFA**) and shall be marked on the envelope "*Food Service Management Proposal, # 2015*" with the FSMC's return address marked on the envelope.
4. In accepting proposals, Red Oak SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.
5. Additional information requested by any FSMC to adequately respond to this Request for Proposal must be submitted in writing to the SFA. Both the question(s) and response(s) will be submitted to all FSMCs that have requested the RFP.
6. FSMCs must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.
7. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
8. See Standard Terms and Conditions herein below.

C. Procurement Method

1. Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:
 - a. The BNHS Template is required for proposals
 - a) Competitive sealed proposals allow discussions with competing FSMCs and adjustments to the initial proposal.
 - b) Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.
2. Discussions for the purpose of clarification may be conducted with responsible FSMCs who submit proposals determined to be considered for award selection, to assure full understanding of all terms and conditions of the RFP response and Contract requirements following state regulations and SFA policy.
3. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing FSMCs.
4. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting / Timeline

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be at

1. Location: Administrative Center, Red Oak High School, Red Oak, Iowa 51566
2. Attendance is required. **Note:** If attendance is mandatory, SFA may not waive requirement. Day, ___ To be Determined _____ Time: 10:00
Each vendor will have the opportunity to present a 15 minute presentation at this meeting. This is pending board approval

E. Proposal Submission and Award

1. SFA must use this prototype FSMC Request for Proposal and Contract. SFAs not completing the required procurement procedures cannot be approved for participation in the USDA reimbursement programs. . The SFA must submit this RFP to at least three of the FSMCs listed in Appendix 3. However, BNHS strongly recommends submitting the RFP to all FSMCs listed plus any other companies the SFA may be aware of to ensure the most competitive procurement process.
2. Two copies of Competitive Sealed Proposals are to be submitted to:
Name of SFA/Contact: ___ Shirley Maxwell _____
Mailing Address: ___ 2011 N. 8th Street _____
Physical Address: _____
City: ___ Red Oak _____
State/Zip: ___ Iowa 51566 _____
3. Public opening will be at (this is all pending approval timeline of DE and Board)
 - a. Time ___ 1:30 p.m. _____ (Central/DLS Time) Proposals will not be accepted after this time.
 - b. Date ___ Feb. 18, 2015 _____
 - c. Location ___ Red Oak Community Center Administrative Center _____
 - d. Sealed Proposal submitted marked "Food Service Management Proposal, # 2015."
4. To be considered, each FSMC must submit a complete response to this solicitation **using the forms provided.**

- a. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language.**
 - b. In the event that FSMC modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.
 - c. Section P offers SFA the opportunity to include any additional/needed services.
5. Award will be made only to a qualified and responsible FSMC whose proposal is responsive to this solicitation.
- a. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform the services required.
 - b. FSMC shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees.
 - c. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
 - d. The qualification data shall be submitted by each FSMC along with the sealed proposal, and shall include the following:
 - i. Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.
 - ii. Information that FSMC is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
 - iii. Information that FSMC is presently operating a comparable, successful school lunch and breakfast program in a public school setting, if applicable.
6. FSMCs or their authorized representatives must fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk who cannot secure relief on plea of error.
7. The SFA is not liable for any cost incurred by the FSMC in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is reviewed and accepted by BNHS and signed by the SFA.**
8. If additional information is requested, please contact **Shirley Maxwell at 712 623 6600.** Any additional information provided to one FSMC will be available to all.
9. Award Criteria:
- a. Proposals will be evaluated by the SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable).
 - b. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs.
 - c. If a committee member is an agent for, employee of or in any manner associated with a FSMC, that FSMC may not participate in the RFP and subsequent contract.
 - d. Each area of the award criteria must be addressed in detail in the Proposal.
10. Weight Criteria: The BNHS provided "Criteria for Award Table" must be used to evaluate the proposals submitted by FSMCs in order to establish a quantitative score based on the selection criteria in the table below. **The completed Criteria for Award Table and any supporting documentation must be submitted to the BNHS prior to the award to justify the decision to award the contract.** The RFP must establish a level playing field for all companies that submit proposals. All possible sources of revenue for the contract period must be included, including extensions of the contract. The RFP is the defining document for the contract that will be prepared once a contractor is identified.

- a. SFA must determine *in advance of issuing the RFP* what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals. (See example in Appendix 2)
- b. SFA may insert additional categories if needed, subject to BNHS pre-approval.
- c. SFA may not include as a category: prior experience with SFA as it would violate USDA's free and open competition regulation for procurement.

CRITERIA FOR AWARD TABLE

Points	Criteria
50	FSMC Fees <i>(must be at least 50 points)</i>
7	Anticipated operation costs, financial condition, company stability, business practices
10	Qualifications and Experience
7	Optional Services and Miscellaneous
10	Personnel Management and Staffing
8	Plans to Increase Participation and Program Innovation
8	References from Other Schools
100	TOTAL

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

- 1. By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals arrives, FSMC understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.
- 2. Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. _____ **(FSMC must initial and date to show agreement)**

J. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means *the first day of the month to the last day of the month indicate specific period of time (e.g., each month) to be determined by contracting parties.*
2. Allowable Cost" means costs that are allowable under 2 CFR Part 225, "Cost Principles for States, Local Governments, and Indian Tribes," 2 CFR Part 220, "Cost Principles for Educational Institutions," and 2 CFR Part 230, "Cost Principles for Non-Profit Organizations," as applicable, and their Attachments, and 7 CFR Parts 3015, 3016, and 3019, as applicable.
3. "Applicable Credit" " means the meaning established in 2 CFR Part 225, Appendix A, Section C(4), and 2 CFR Part 230, Appendix A, Section A(5), respectively.
4. "Charge" means any charge for an Allowable Cost that is:
 - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget;
 - b. Not provided for in the General and Administrative Expense Fee; and
 - c. Established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit F", and fully incorporated herein by reference.
5. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal.
6. "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. "BNHS" means the Bureau of Nutrition & Health Services of the Iowa Department of Education.
8. "IDHS" means the Iowa Department of Human Services (Food Distribution).
9. "Direct Cost" means any Allowable Cost that is:
 - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
 - b. Reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
10. "Effective Date" means **July 1, 2015.**
11. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
12. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.
13. "Meal Equivalent" In a fixed fee per meal contract, the FSMC is paid on the basis of the number of meals served. In order for the FSMC to be paid for non-meal food service, non program meal sales activity and revenues are converted into a specific number of reimbursable lunches. The conversion of non-meal activity into an equitable number of

meals is completed by dividing the total of cash receipts, other than from sales of NSLP and SBP meals, ACSP and SFSP meals, by the current equivalency factor. The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals and is in Section: J Financial Terms.

14. "Non-profit 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.
15. "Program(s)" or "Child Nutrition Program (CNP(s))" means the USDA Child Nutrition Programs in which SFA participates.
16. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
17. "Proposal" means Food Service Management Company's response to the RFP and Contract.
18. "RFP" means SFA's Request for Proposal and Contract, and all of its attachments.
19. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section P of this Contract.
20. "SFA" or "School Food Authority" as defined in 7CFR § 210.2.
21. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit F" and fully incorporated herein.
22. "SFA's Food Service Facilities" means areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as described herein.
23. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: *National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Care Snack Program (ACSP), Summer Food Service Program (SFSP), Fresh Fruit and Vegetable Program (FFVP), and a la carte food service.*
24. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
25. "Summer Food Service Program (SFSP)" means either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
26. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year **commencing July 1, 2015, and terminating June 30, 2016**, and may be renewed for up to four additional terms of one year each upon mutual agreement between SFA and FSMC.
2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the BNHS Office of School Nutrition.
3. FSMC shall have the exclusive right to operate the programs specified by SFA in Exhibit A: Site Information, which is attached to this Contract and fully incorporated herein.

4. The FSMC shall

- a. Be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- b. Implement an accurate point of service count using the counting system provided by SFA in its application to participate in the Child Nutrition Programs and approved by BNHS for the programs listed in Exhibit A: Site Information, herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
- c. Operate SFA's Food Service Program and shall include performance by FSMC of all the Services, described in this Contract, for the benefit of SFA's students, faculty and staff.
- d. Maintain all records necessary, in accordance with applicable regulations, for SFA, BNHS and USDA to complete required monitoring activities and must make said records available to SFA, BNHS, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c)(1))
- e. Cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
- f. Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of BNHS and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, and 3019; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); Section 19 of the NSLP Act (FFVP); and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit P" and fully incorporated herein by reference.
- g. Comply with all SFA building rules and regulations.
- h. Provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA as follows:
 - i. SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service.
 - ii. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries.

5. SFA shall be responsible for:

- a. Signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Exhibit A: Site Information, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9(a) and (b) and 7 CFR §210.16(a)(5))
- b. Development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification.
- c. Implementation of eligibility for free or reduced-price policy for meals and free milk, as applicable, in accordance with 7 CFR Part 245.
- d. Conducting any hearings related to determinations
- e. Verification of applications for Free and Reduced-Price Meals as required by USDA regulations
- f. Establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b) (18) and 7 CFR § 245.6(e)).

- g. Conduct of SFA's Food Program
 - h. Supervision of the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of BNHS and USDA regarding the Child Nutrition Programs.
 - i. Establishing all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
 - j. Control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
 - k. Ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
 - l. Monitoring the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a)(3))
 - m. Conducting an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year if there is more than one SFA Food Service Location.
 - n. The counting and claiming system. (7 CFR § 210.8(a)(1))
6. SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.
 7. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
 8. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet the USDA 2010 HHFKA and the Iowa Healthy Kids Act.
 9. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract, including the addition of a program such as breakfast (SBP) or summer food (SFSP), *may* be considered a material change. The SFA must evaluate the total cost and scope of the change to the existing contract and determine if a material change would occur. The SA must be notified of the determination and give final approval before the change may be implemented. If the change to the contract is considered a material change, the contract must be rebid.
 10. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
 11. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. (7CFR3016.36) To the extent permissible under federal,

state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

12. Summer Food Service Program: In the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO), the parties agree to operate the Program according to federal, state, and local regulations.
13. Fresh Fruit and Vegetable Program (FFVP): (if applicable) In the event that FSMC provides management services for the FFVP at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

C. Food Service

1. FSMC shall:
 - a. Serve meals on such days and at such times as requested by the SFA.
 - b. Offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated herein.
 - c. In order to offer a la carte food service, offer free, reduced-price, and full-price reimbursable meals to all eligible children.
 - d. Promote maximum participation in the Programs.
 - e. Provide specified types of service in the schools/sites listed in Exhibit A.
 - f. Sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
 - g. support the SFA's compliance with the 2010 Healthy Hunger Free Kids Act Reauthorization (HHFKA) including, but not limited to:
 - i. Provide meals that meet the meal pattern(s) as required by the HHFKA and implementation schedule, including but not limited to requirements for components, whole grains, calories, sodium, trans-fats, saturated fats, and milk fat and variety. (See attachment B, pg 37)
 - ii. Plan menus and serve meals that meet the required USDA certification for the SFA to receive the additional \$.06 reimbursement. (*\$.06 amount may change*)
 - iii. Ensure that water is available at no cost or restriction to all students during lunch and breakfast service.
 - h. Maintain records to ensure that non-program food revenue is reported in a way that the SFA can identify compliance.
2. SFA shall retain control of the quality, extent, and general nature of the food service
3. Special Dietary Needs
 - a. FSMC is required to make substitutions in the food components, that may or may not vary from the meal pattern for
 - i. students with disabilities when their disability restricts their diet as stated in the student's Individual Educational Plan (IEP) or 504 Plan and,
 - ii. Students with a severe medical need/disability that requires meal accommodations as certified by a licensed physician and correctly documented on BNHS Special Diets Form.

- b. FSMC may make substitutions in the food components, that may *not* vary from the meal pattern for students with a medical or special dietary need that does not rise to the level of a disability, such as an intolerance or allergy. Documentation must be correctly documented by a medical authority on BNHS Special Diets Form.
- c. Optional clause for SFA's that offer fluid milk substitutes for non-disabled students who can't consume fluid milk due to medical or special dietary needs or choice:
 - i. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs.
 - ii. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet on BNHS Special Diets Form.
 - iii. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students.
 - iv. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. (Reference 7 CFR § 210.10(g) and 7 CFR § 220.8) See Attachment C
 - v. There will be no additional charge to the student for such substitutions.

4. USDA Fresh Fruit and Vegetable Program (FFVP) (If applicable)

FSMC:

- a. Documents and tracks FFVP expenses separately and makes this documentation easily accessible for the SFA to review and submit an accurate claim.
- b. Documentation must clearly show allocation of costs charged to the FFVP, i.e. labor, actual costs of fresh fruits and vegetables, administrative fees that do not exceed 10% of the overall grant.
- c. Follows all FFVP policies and rules to guarantee the program is operated in compliance with FNS standards.
- d. Develops and submits cycle menu based on FNS guidance for FFVP for participating schools. It is recommended that portion sizes are included in the proposed menu cycle.

SFA:

- e. Will regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and all provisions of the contract.
- f. Monitor all FFVP expense documentation from FSMC for compliance with the contract and regulations, prior to submitting FFVP claim.

D. Use of Advisory Group/Menus

- 1. SFA shall establish and the FSMC shall participate in the formation, establishment, and meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. The advisory board will meet at least twice a year. (Reference 7 CFR § 210.16(a)(8))
- 2. If the SFA cannot develop the cycle menu, the SFA may request each potential FSMC to submit a 21 day cycle menu based on the advisory group guidance. Source of cycle menu must be noted on the RFP cycle menu.

3. SFA shall approve the menus no later than two weeks prior to service. 7CFR210.16.

4. FSMC:

- a. Shall serve meals that follow the 21-day menu cycles that meet Child Nutrition Program requirements and food specifications contained in Exhibits B and C, attached to this Contract.
- b. Follows approved 21-day menu cycle and Meal Specifications for the NSLP, SBP, After School Care Snack Program, Fresh Fruit and Vegetable Program, the SFSP and a la carte.
- c. May not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Care Snack Program, SFSP, FFVP or a la carte items without written approval of SFA.
- d. Shall justify all requests for any changes or variances for substitutions to SFA menu of lower quality food items.
- e. Maintains documentation for substitutions and justification of lower quality food items for the records retention period applicable to food production records and documentation is available to SFA, BNHS and USDA for review upon request. (7 CFR 210.16(b)(1)).
- f. Complies with SFA's local wellness policy.
- g. Complies with all state and local laws that affect school meal preparation and/or service.
- h. Meal Specifications provided shall include:
 - i. Recipes for each menu item that includes total yield, portion size, ingredients and all USDA required nutrient information.
 - ii. Copies of these recipes kept on file at SFA.
 - iii. Identity of all branded items that may be used in the meal; and
 - iv. Grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item as applicable.

E. Purchases

- 1. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- 2. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review.
- 3. SFA must check one of the purchasing options stated herein below [Note: SFA may not change the purchasing option once it has issued its RFP. Any change would be considered material and require SFA to either begin its procurement process again]:

SFA will do all purchasing for School Nutrition Program, except for Section P Optional services	
FSMC will buy the beginning inventory, exclusive of commodities, from SFA.	X

- 4. SFA and FSMC acknowledge that, to extent required by 7CFR 250.23, SFA must, when possible, purchase only food products that are produced in the United States. This is also known as the "Buy American" provision. (See Exhibit P)

5. The SFA encourages the FSMC to explore the Iowa Farm to School Program, F2S, and to make an effort to purchase fresh, locally grown food, and to offer nutrition-based educational opportunities. The FSMC may include information about how the company will approach this program in Exhibit K, Part 3, B.

F. USDA Foods

1. SFA shall:

- a) Retain title to all USDA Foods.
- b) Ensure that FSMC has credited the SFA for the value of all USDA Foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a)).
- c) Maintain responsibility for procuring processing agreements, private storage facilities, or any aspect of financial management relating to USDA Foods. 7CFR250.15).
- d) Assure that the maximum amount of USDA Foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15)).
- e) Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

2. FSMC:

- a) Will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
- b) Shall accept and use all donated ground beef and ground pork products, and all processed end products, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. (7 CFR § 250.52(c)).
- c) Agrees to accept and use all other USDA Foods in SFA's food service.
- d) May substitute commercially purchased foods of the same generic identity, of U.S. origin, of equal or better quality than USDA Foods, in contract.
- e) Is prohibited from entering into processing contracts utilizing USDA Foods on behalf of SFA.
 - i) FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
 - ii) FSMC shall credit SFA for the value of USDA Foods contained in the end products at the processing agreement value.
 - iii) All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a)).
- f) Shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- g) Shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products.
- h) Is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7 CFR § 250.13).
- i) Will comply with 7CFR 250 concerning storage and inventory management of USDA Foods:
 - i) FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.
 - ii) FSMC shall ensure that its system of inventory management will not result in SFA being charged for USDA Foods.
 - iii) Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- j) Shall allow SFA and/or any state or federal representative/auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's

food service operation, including review of records, to ensure compliance with requirements for management and use of USDA Foods. (7 CFR § 250.53(a)(10)).

- k) Shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11)).
3. Shall account for the value of USDA Foods (7CFR § 250.51) in a fixed-meal rate contract by:
 - i) FSMC subtracts the market value of all USDA donated USDA Foods received for use in SFA's food service from SFA's monthly bill/invoice.
 - ii) The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA.
4. The Fixed-meal rate contract bid rate per meal must be calculated as if no donated USDA Foods were available.
5. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. (7 CFR § 250.53(a)(12)).
6. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value based on the value in USDA's WBSCM (Web Based Supply Chain Management or current system) at the time the USDA Foods are received by SFA. (7 CFR § 250.51(a)).

G. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
4. SFA will designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. Any food service position not identified above shall be an employee of SFA.
 - a) Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that
 - b) SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
5. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs:
 - a) FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees.
 - b) Each position to be transitioned and date of transition shall be identified.
 - c) SFA shall not pay cost of transferring SFA employees to FSMC payroll.
6. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Exhibit D: List of SFA Charts and Attachments, Chart 1 and fully incorporated herein:
 - a) Each SFA with whom the FSMC employee is to be shared and,
 - b) The percentage of time each employee will spend with each SFA.
 - c) SFA's budget shall reflect percentage of time each employee will work at SFA and for which SFA will be charged.
7. FSMC shall:
 - a) Comply with all wage and hours of employment requirements of federal and state laws.

- b) 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 FSMC management staff, except for the Food Service Director.
 - c) Be responsible for the hiring and termination of non-management staff who are employees of FSMC.
 - d) Provide Workers' Compensation coverage for its employees, as required by law.
 - e) Instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and are furnished in writing to FSMC.
 - f) Maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
 - g) Assign to duty on SFA's premises only employees acceptable to SFA.
 - h) Cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
 - i) Remove any employee who violates health requirements or conducts him/herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
 - j) Not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
8. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
9. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
10. To the extent and in the manner required by Sections 22-32-109.7 and 22-32-109.8, Iowa Revised Statutes, FSMC shall perform all required security (background) checks on any potential FSMC employee that will be working at SFA. The FSMC and the SFA shall not employ any person to perform services under this agreement who been convicted of, has pled guilty or nolo contendere to, or has received a deferred sentence or deferred prosecution for a felony or misdemeanor crime as outlined in the above C.R.S. Sections 22-32-109.7 and 22-32-109.8.

H. Use of Facilities, Inventory, Equipment, and Storage

- 1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services.
- 2. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
- 3. FSMC and SFA shall:
 - a) Non-expendable supplies and capital equipment: At the commencement, termination or expiration of this Contract,
 - i) Take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program.
 - ii) Mutually agree on the usability of such supplies and equipment and,
 - iii) At the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC.

- iv) Sign a summary of the beginning inventory and ending inventory at the expiration or termination of this Contract and keep a copy of each on file with this Contract.
- b) Food and supplies: At the commencement, expiration or termination of this Contract,
 - i) Jointly undertake a beginning and closing inventory of all food and supplies.
 - ii) Determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory shall become a part of this Contract by incorporation.
 - iii) Inventory USDA Foods by a separate inventory. The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA. FSMC shall be compensated for any increases in such inventory not accounted for by USDA Foods inventory increases for which FSMC had not previously provided SFA a credit.
 - iv) FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
 - (1) use of food, USDA Foods and related supplies in SFA's Food Service Program for which SFA had not previously received a credit;
 - (2) normal wear and tear;
 - (3) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
 - v) Determine the value of the inventories, except for USDA Foods inventories, by invoice cost.

4. FSMC shall:

- a) Maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level specified by SFA.
- b) Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with BNHS.
- c) Provide SFA with keys for all food service areas secured with locks.
- d) Not remove any SFA owned equipment from SFA's premises.
- e) Comply with all SFA building rules and regulations.
- f) Surrender to SFA all of SFA's equipment and furnishings in good repair and condition, reasonable wear and tear excepted upon termination of this Contract
- g) FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA.
 - i) If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage.
 - ii) Such usage may not result in a cost to the Non-profit Food Service Account.

5. SFA shall:

- a) Replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from careless use by the employees of FSMC.
- b) Provide FSMC with local telephone service, water, gas and electric service for the food service program.
- c) Furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- d) Be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of FSMC.
- e) Not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- f) Shall retain title to all SFA food and supplies in SFA during the course of this Contract.

I. Health Certifications/Food Safety/Sanitation

- 1. FSMC shall
 - a) Maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14)).
 - b) Maintain all State of Iowa and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2)).
 - c) Obtain and post all licenses and permits as required by federal, state, and/or local law.
 - d) Comply with all State of Iowa and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7)).
 - e) Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
 - f) Allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Healthy Hunger Free Kids Act 2010.
- 2. SFA shall
 - a) Maintain applicable health certification.
 - b) Ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a)(7)).
 - c) Provide sanitary toilet and hand washing facilities for the employees of FSMC as required by state and local sanitation requirements.
- 3. SFA and FSMC will follow the responsibility for tasks as designated in Exhibit H and Exhibit G Division of Program Expenses.

J. Financial Terms

- 1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis.
- 2. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Account.
- 3. All facilities, equipment and services to be provided by SFA shall be provided at SFA's expense.
- 4. Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

Meal Equivalency Rate (AS PROVIDED BY BNHS)

Lunch Meal Equivalency Rate:	
FY2013-14 Federal Free Rate of Reimbursement:	\$ 2.9800
FY2013-14 6-Cent Additional Reimbursement:	\$ 0.0600
FY2013-14 Value of USDA Entitlement USDA Foods:	\$ <u>0.2925</u>
Total Meal Equivalent Rate	\$ <u>3.3325</u>

- 5. Payment Terms/Method- Fixed Fee contract

- a) Fixed per Meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts and other applicable credits. The method by which FSMC will use and account for USDA Foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC as applicable:	
Fixed Price Per Meal/Meal Equivalent	Breakfast :\$
	Lunch: \$
	Snack: \$
SFSP Fixed Price Per Meal/Meal Equivalent	Breakfast: \$
	Lunch: \$
	Snack: \$

- b) The fixed fee per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI).
- c) Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA.
- d) CPI Fee increases for the upcoming Contract renewal year will be submitted to SFA each year by BNHS.
- e) No other fee increases will be allowed.
- f) For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, Afterschool Care Snack Program and Summer Program meals served to children shall be determined by actual meal counts.
- g) Any meal not covered by the prices indicated in ‘a’ above will be determined using the following formula as defined by the National Food Management Institute (NFSMI):
- All student reimbursable lunches and full-paid adult lunches are counted as one meal equivalent for each lunch served. *Number of reimbursable + adult lunches x 1*
 - Second student lunches can be counted as a la carte income or as an adult lunch served.
 - Lunches eaten by school food service employees at no charge for the meal are considered in-kind and should not be counted as a meal equivalent.
 - Three breakfasts are the equivalent of two lunches.
Breakfast Meal Equivalent = Number of breakfasts served x .66 (conversion factor)
 - Three snacks are the equivalent of one lunch.
Snack Meal Equivalent = Number of snacks served divided by 3
 - All other food sales, a la carte income, catered income and vending income will be divided by the total reimbursement for free lunches + commodity value.
Other Meal Equivalent = Dollar amount of a la carte+ vending+ catered income divided by Free lunch reimbursement + Commodity value/meal (see meal equivalency rate on page 19)

Total Meal Equivalents = Lunches + Breakfast Meal Equivalent + Snack Meal Equivalent + Other Meal Equivalent

- h) No payment will be made to FSMC for meals that:
 - i) are spoiled or unwholesome at the time of delivery;
 - ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or
 - iii) Do not otherwise meet the requirements of this Contract.
- 5. Payment Terms/Method: FSMC shall invoice SFA within 10 # of days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
- 6. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- 7. FSMC must:
 - b) Be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees.
 - c) Indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.
- 8. Insert if guaranty included in RFP:
 - b) SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget.
 - c) In the event that FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty," which is attached to this Contract as "Exhibit Q" and fully incorporated herein.
 - d) In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.
- 9. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by BNHS.

K. Records and Documentation

- 1. FSMC shall:
 - a) Maintain records (supported by invoices, receipts, or other evidence) SFA will need to meet monthly reporting responsibilities and,
 - i) Shall submit monthly operating statements in a format approved by the SFA no later than the 15 day of the month determined by SFA & FSMC following the month in which services were rendered.
 - ii) Submit participation records, including claim information by eligibility category, no later than the 10 day of the month determined by the SFA & FSMC following the month in which services were rendered. SFA will complete edit checks on the submitted participation records prior to preparation and submission of the claim for reimbursement.
 - b) Maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement.
 - c) Keep records in an orderly fashion according to expense categories.
 - d) Provide SFA with a year-end statement.
 - e) Provide all documents necessary for the independent auditor to conduct SFA's single audit.

- f) Make its documentation and records pertaining to the Contract 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.
 - g) Make the documentation and records available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors.
 - h) Retain records beyond the three-year period if audit findings regarding FSMC's records have not been resolved within the three-year record retention period, for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9(b)(17), 7 CFR §3016.36(i)(10), and 7 CFR §3019.48(d)).
 - i) Authorized representatives of SFA, BNHS, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
2. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

L. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
 - A. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
 - B. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
 - C. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party.
4. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
5. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.
6. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other or fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
7. SFA is the responsible authority without recourse to USDA or BNHS for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

M. Insurance

SFA MUST evaluate and determine acceptable insurance limits for this section.

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Iowa. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. The information below must be completed by SFA:
 - a. Comprehensive General Liability—includes coverage for:
 - i. Premises—Operations
 - ii. Products—Completed Operations
 - iii. Contractual Insurance
 - iv. Broad Form Property Damage
 - v. Independent Contractors
 - vi. Personal Injury:\$ 1,000,000 Combined Single Limit
 - b. Automobile Liability coverage with a \$ 1,000,000 Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$ 500,000.
 - d. Excess Umbrella Liability with a combined single limit of \$ 5,000,000.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets").
 - a. SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract.
 - b. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC.
 - c. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract.
 - d. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods.
 - e. Without limiting the foregoing and except for software provided by SFA, SFA specifically 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 FSMC and not SFA.
 - f. Furthermore, SFA's access or use of such software shall not create any right, title interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract.

- g. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
 - h. All of SFA's obligations under this section are subject to SFA's obligations under Iowa Statute and any other law that may require SFA to use, reproduce or disclose FSMC confidential information.
 - i. This provision shall survive termination of this Contract.
2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which BNHS and USDA shall have unrestricted rights.
 3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)).
 - a. FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
 - b. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract.
 - c. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract.
 - d. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

O. Summer Food Service Program

Sponsors may not contract out the following management responsibilities of the Program (7 CFR 225.15(a)(3)). The SFA is responsible for full compliance with rules and regulations relating to implementation of the SFSP. (7CFR 225.15(3)).

1. The following administrative responsibilities must remain with an employee of the SFA, as the SFSP Sponsor, and may not be delegated to a FSMC employee. The SFA is responsible to:
 - a. Meal orders
 - i. Inform the FSMC of the approved food service sites and the approved level at each site for which the FSMC will provide meals.
 - ii. Plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service.
 - b. Records and claims

- i. Maintain accurate records which justify all costs and meals claimed, including meal count information to substantiate claims.
 - ii. Submit claims for reimbursement in accordance with 225.15.
 - c. Training and monitoring
 - i. Hold Program training sessions for its administrative and site personnel and,
 - ii. Not allow a site to operate until personnel attend at least one of the trainings.
 - iii. Visit and review food service operations at each SFSP site as required by BNHS agreement.
 - iv. Maintain a reasonable level of site monitoring.
 - v. Document required SFSP site visits of all sites.
 - d. Determination / Processing of Free and Reduced Price applications
 - i. Coordination of printing of materials.
 - ii. Approving Official, Hearing Official, or contact person for questions.
 - iii. Development of materials for distribution from prototypes provided by BNHS, including Letter to Parents, Application, Public Release, etc.
 - iv. Distribution of materials to parents/guardians.
 - v. Collection of submitted applications.
 - vi. Processing of applications, including approval/denial and follow-up to obtain complete information.
 - vii. Inputting data into computer if applications approved manually.
 - viii. Inputting data into computer if computer system automatically determines eligibility.
 - ix. Final approval and signature of approving official.
 - x. Notification of approval and status to parent/guardian.
 - e. Submission of Media Release
 - f. Completion of Summer Food Service Program Sponsor and Site Application
 - g. Preparation and submission of claim for reimbursement
 - i. Compiling daily site counts at the school and SFA level, and maintaining records.
 - ii. Signing the claim for reimbursement.
- 2. FSMC may complete the following duties in the SFSP for the SFA
 - a. Meal preparation. Preparation of food according to the menu planning option.
 - b. Meal delivery.
 - c. Meal service. Meals served within the designated time period.
 - d. Procurement of food, supplies, goods, and other services in compliance with procurement standards prescribed in USDA Uniform Federal Assistance Regulations, 7 CFR Part 3016 for public sponsors, and 7 CFR Part 225 SFSP regulations.
- 3. The FSMC or SFA may ensure that in storing, preparing, and serving food, proper sanitation and health standards are met. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
- 4. SFA shall be responsible for determining eligibility of all SFSP sites
- 5. Bonding requirements
 - a. Bid guarantee (when the SFSP portion of the proposal exceeds \$150,000): This amount will be determined if the proposal exceeds \$150,000

- i. FSMC shall submit with his or her proposal a bid guarantee in the amount of \$ 7,500 not less than 5 percent or more than 10 percent of total bid price.
 - ii. Shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit.
 - iii. Bid guarantees other than bid bonds will be returned:
 - a. to unsuccessful FSMCs as soon as practicable after the opening of proposals and,
 - b. to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid.
 - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$150,000): This amount will be determined if the contract exceeds \$150,000
 - i. FSMC must obtain a performance bond in the amount of \$15,000 (not less than 10 percent nor more than 25 percent of the value of the Contract) which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned to unsuccessful FSMCs as soon as practicable after the opening of proposals. Performance bonds for the successful FSMC shall be held for the duration of the Contract.
 - 6. FSMC must comply with the 21-day menu cycle approved by SFA for the SFSP
 - a. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
 - b. Documentation of SFA approval must be kept of any changes to menus by the FSMC.
 - c. Portion sizes shall be documented on menus if production records are not maintained by the site.
 - 7. SFA will make final determination of the opening and closing dates of all SFSP sites
 - 8. FSMC may use USDA Foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR 225, 7 CFR 3016 or 3019
1. Information Technology Systems.
- a. FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System") (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's Food Service Programs.
 - b. SFA shall receive a Charge for the use of the IT System.
 - c. The cost methodology utilized in determining such Charge shall be kept on file by SFA on SFA's premises.
 - d. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System.
 - e. FSMC's IT System shall provide additional services that SFA specifies in the RFP when issued and FSMC acknowledges in their response that their IT System will perform these services.
2. Any other options must be identified here and included in RFP by SFA before issuing RFP

P. Certifications

- 1. FSMC shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein:
 - a. Debarment Certification
 - b. Anti-collusion Affidavit
 - c. Certification Regarding Lobbying

- d. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable

Q. Miscellaneous

1. Emergency Notifications.

- a. SFA shall notify FSMC personnel of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name: _____ Title: _____

Telephone number: _____ Alternate telephone number: _____

- b. SFA shall notify FSMC personnel of any delay in the school day start or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name: _____ Title: _____

Telephone number: _____ Alternate telephone number: _____

2. Governing Law. This Contract is governed by and shall be construed in accordance with Iowa law.

3. Headings. All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments.

- a. This Contract, which includes the attached Exhibits A–M and P-W, Appendixes 1-3, and SFA’s RFP and Contract (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

- b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:

i. Contract;

ii. FSMC proposal documents identified as (a) Exhibit N and (b) Exhibit O ; and

iii. SFA’s RFP. No modification or amendment to this Contract shall become valid unless made in writing, signed by the parties, and approved by BNHS.

5. Indemnity.

- a. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold 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 actions of 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 SFA, its employees or agents.

- b. This clause shall survive termination of this Contract.

6. Nondiscrimination. Federal: In accordance with Federal law and United States Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASSP, CACFP, SFSP-SSO, FFVG, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

Iowa: It is the policy of this institution not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7. If you have

questions or grievances related to compliance with this policy by (Name of CNP Provider), please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>.”

7. Notices.

- a. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: Red Oak Community School 2011 N. 8th Street, Red Oak, Iowa 51566

To FSMC: _____

Copy to: Bureau of Nutrition & Health Services

- b. If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.
8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. Silence, absence or omission. 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 that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
12. BNHS review. This Contract is not effective until it is approved, in writing, by BNHS.

Department of Education, Bureau Nutrition & Health Services

RFP Reviewed & Accepted as of the ___ day of _____, 2015

By: _____ Title: Consultant

Final Contract Reviewed & Accepted as of the ___ day of _____, 2015

By: _____ Title: Consultant

IV. AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

SCHOOL FOOD AUTHORITY:

Name of SFA : Red Oak Community School

Signature of Authorized SFA Representative _____

Typed Name of Authorized SFA Representative _____ Lee Fellers

Title Board President

Date Signed _____

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC _____

Signature of Authorized FSMC Representative _____

Typed Name of Authorized FSMC Representative _____

Title _____

Date Signed _____

SFA Exhibits

Exhibit A	SFA Profile
Exhibit B	HHFKA Dietary Guidelines & 21-Day Cycle Menu
Exhibit C	Purchasing Specification
Exhibit D	Participation for Prior School Year
Exhibit E	Price Schedule for Current School Year
Exhibit F	Financial Operating Statements for Prior Two Years
Exhibit G	Division of Costs for the Food Service Program
Exhibit H	Division of Responsibilities for the Food Service Program
Exhibit I	Information Required on Invoice
Exhibit J	SFA Policies Impacting the Food Service Program

Contractor Exhibits

Exhibit K	Contractor Profile
Exhibit M	Management Fee Estimate
Exhibit N	Personnel and Staffing Plans
Exhibit O	Plans to Increase Program Participation
Exhibit P	Schedule of Applicable Laws
Exhibit Q	Schedule of Terms for FSMC Guaranty
Appendix 1	Award Criteria Table, example
Appendix 2	FSMC Contact Information

Exhibit A - SFA Profile

1. SFA Number and Name: 2015

2. SFA Address:: Red Oak Community School

 2011 N. 8th Street

 Red Oak, Iowa 51566

3. SFA Contact Name: Shirley Maxwell

4. SFA Contact Phone Number: 712 623 6600

5. SFA Contact E-Mail: maxwells@roschools.com

6. School Year Begins: July 1, 2015 School Year Ends: June 30, 2016

7. **Schools and Students:**

School Type	Number of Schools	Grade Range	Enrollment
Elementary School(s)	2	K-3	344
		4-5	162
Middle/Jr. High School(s)	1	6-8	255
Sr. High School(s)	1	9-12	351
Alternative School(s)/Other Preschool	1	Preschool	Students are included above in elementary

8. **Employees:**

Employee Type	Total Number	Full-Time	Part-Time
Instructional	99	98	1
Food Service	14	9	7.5

Other	93	82	11
-------	----	----	----

9. **Food Preparation System** - Indicate the number of food preparation sites that fit each of the following categories.

2 Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.

1 Base or central kitchen: Meals are prepared and transported to serving sites.

_____ Finishing kitchen: Some components of the meals are prepared at a base or central kitchen and transported to the finishing kitchen site. Some food preparation is done at this site.

2 Other (describe) Preschool and Webster Buildings—food is transported to these buildings from other kitchens.

10. **Food Delivery System** - If applicable, describe how the food is transported to serving sites from the base or central kitchen. Include the number of delivery routes, time schedule for each route, and the number of miles traveled round-trip on each route. If more space is needed, attach a separate sheet of paper labeled as "Exhibit A, Item 10".

Exhibit A - SFA Profile, continued

10. **Menu Planning System** - HHFKA Food Based Lunch and Breakfast Meal Patterns

11. **Kitchen Types** - Indicate the type of kitchen for each serving site using the following key: Self Contained (SC); Base or Central (BC); Finishing Only (FN); Satellite Receiving (SR); Students travel to serving site (TR)

12. **Food Service Programs by Site** – Indicate Y (yes) or N (no) for lunch, breakfast, adult meals served, a la carte served (besides milk only), and CACFP/Pre-School. Indicate any other program/service at each location using the key below.

Other-After School Care Snack Program (ACSP); Summer Food Service Program (SFSP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Catering/Contract Meals (CCM); Vending only if supplied by FSMC (VND); Concessions only if supplied by FSMC (CNS)

Food Preparation or Serving Site Name	Kitchen Type	Lunch	Brkfst	Adult Meals	A la Carte	CACFP/ Pre-Sch	Other	2015-16 Projectd Enroll	2015-16 Projectd Particip
Inman Primary School	SC	Y	Y	Y				304	277
Washington School	SR	Y	Y	Y				159	145
Middle School	SC	Y	Y	Y	y			253	223
High School	SC	Y	Y	Y	Y			364	193
Preschool-Webster	SR	Y	Y	Y		Y			

Exhibit B – HHFKA Nutrition Guidelines & 21-Day Cycle Menu

Nutrition Standards in the National School Lunch Program (NSLP) and School Breakfast Program (SBP)—New Meal Pattern Chart (Amount of Food^b Per Week (Minimum Per Day))						
Meal Pattern	Breakfast Meal Pattern (Required SY 2013–2014)			Lunch Meal Pattern (Required SY 2012–2013)		
	Grades K–5 ^a	Grades 6–8 ^a	Grades 9–12 ^a	Grades K–5	Grades 6–8	Grades 9–12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3 ¼ (¼)	3 ¼ (¼)	5 (1)
Dark Green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¼	¼	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Vegetable to Reach Total ^h	0	0	0	1	1	1 ½
Grains (oz. eq.) ⁱ	7–10 (1) ^j	8–10 (1) ^j	9–10 (1) ^j	8–9 (1)	8–10 (1)	10–12 (2)
Meat/meat alternates (oz. eq.)	0 ^k	0 ^k	0 ^k	8–10 (1)	9–10 (1)	10–12 (2)
Fluid Milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	3 (1)
Other Nutrient Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-Max Calories (kcal) ^{m,n,o}	350–500	400–550	450–600	550–650	600–700	750–850
Saturated Fat (% of total calories) ⁿ	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans Fat ^{n,q}	Nutrition label or manufacturer specification must indicate zero grams of <u>trans</u> fat per serving.					
<p>In the SBP, the above age/grade groups are required beginning July 1, 2013 (SY 2013–2014).</p> <p>^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.</p> <p>^c 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 one half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.</p> <p>^d For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitutions must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups.</p> <p>^e The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014–2015).</p> <p>^f Larger amounts of these vegetables may be served.</p> <p>^g This category consists of “Other Vegetables” as defined in regulations. The “Other Vegetable” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups.</p> <p>^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.</p> <p>ⁱ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012–2013) and in the SBP beginning July 1, 2013 (SY 2013–2014). All whole grains must be whole grain-rich in both the NSLP and SBP beginning July 1, 2014 (SY 2014–2015).</p> <p>^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013–2014).</p> <p>^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013–2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.</p> <p>^l Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).</p> <p>^m 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).</p> <p>ⁿ 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.</p> <p>^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013–2014).</p> <p>^p Final sodium specifications are to be reached by SY 2022–2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014–2015 and 2017–2018.</p>						

(NOTE: The Nutrition Standards in the National School Lunch Program (NSLP) and School Breakfast

Exhibit B, continued

The SFA must provide a 21-day cycle menu for lunch and breakfast (if applicable) as the basis for the FSMC's proposed cost estimates. You may use the format on the following page to specify the menu items and portion sizes for lunches, breakfasts, afterschool snacks, summer food service, and fresh fruit and vegetable program as applicable. **Include portion sizes for each age group or grade group served. List all menu choices for reimbursable meals including alternate menu choices.**

Please see the attached document

Each menu must meet the meal requirements specified in Title 7, Code of Federal Regulations; Chapter II, Food and Nutrition Service, Department of Agriculture; Parts 210,215, 220, 225, 226, 245, 250 and USDA Food and Nutrition Service instructions and policies. This includes all of the Healthy, Hunger Free Kids Act of 2010 (the Act), Public Law 111-296, and additional rules as they are implemented. The menus must also meet the purchasing specifications found in Exhibit C. Refer to "Planning Menus for Healthy School Meals" or the "Food Buying Guide" for further guidance on meal requirements.

Also attach cycle menus and requirements for any of the following programs which are applicable to the SFA:

- After School care Snack Program: Go to www.educateiowa.gov, A-Z index, Nutrition Programs, Afterschool Snack Programs for meal pattern requirements
- Summer Food Service Program: Contact Stephanie.dross@iowa.gov for meal pattern requirements
- Fresh Fruit and Vegetable Program: Contact Stephanie.dross@iowa.gov for meal pattern requirements

Food items offered a la carte must conform to Iowa's Healthy Kids Act regulations as well as USDA Healthy Hunger Free Kids Act nutrition standards for all competitive foods sold in schools. Information on these requirements must be provided to the FSMC.

IMPORTANT: The CONTRACTOR must adhere to the menu cycle and portion sizes specified in Exhibit B for the first twenty-one (21) days of meal service. Changes thereafter may be made with written approval from the SFA.

The 21-day Cycle Menu format on the next page may be used for the above-mentioned menus.

Exhibit B – 21-Day Cycle Menu

Menu Planning Type: HHFKA				
Meal: Please see additional sheet				
Day	Menu Items	Portion Sizes		
		Age/Grade Group K-5	Age/Grade Group 6-8	Age/Grade Group 9-12
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				

Exhibit C - Purchasing Specification

A. Meat, Poultry and Fish

1. Beef: All beef cuts will be U.S.D.A. Choice from steers and heifers only. Primal cuts that will be purchased will include round, loin, flank, rib and chuck. No plate or shank cuts will be used. All ground beef will meet the IMPS. 136 standard.
2. Pork: U.S.D.A. No. 1, cured, smoked and fresh.
3. Poultry: U.S. Grade A and appropriate standard of identity
4. Fish: Fresh and frozen, U.S. Grade A where grade exists.
5. Prepared Meat Products: Meet above specification for meat component and include Child Nutrition Label or Product Analysis

B. Dairy (Minimum Standards)

1. Milk: Grade "A" under 30,000 bacterial counts per c.c., flavored or unflavored skim, and/or unflavored 1% (*must offer at least two types*)
2. Eggs: U.S.D.A. Grade "A", Fresh Fancy, no storage eggs to be used.
3. Ice Cream: appropriate standard of identity
4. Cheese: U.S. Grade AA and appropriate standard of identity for type of cheese
5. Milk substitute minimum requirement per cup:

Calcium	276 mg-27.6%
Protein	8 grams
Vitamin A	500 IU-10%
Vitamin D	100 IU-25%
Magnesium	24 mg-6%
Phosphorus	222 mg-22.2%
Potassium	349 mg-9.7%
Riboflavin	.44 mg-25.9%
Vitamin B12	1.1 mcg-18.3%

C. Canned Fruits and Vegetables: First quality fancy vegetables and choice fruits.

D. Fresh and Frozen Fruits and Vegetables: US Grade A or US Fancy as appropriate.

E. Condiments: As appropriate for the condiment

F. Miscellaneous Groceries: As appropriate for the product and standard of identity for the product.

G. Juice: 100 percent juice

H. All products with a standard of identity should meet the appropriate standard of identity

I. Trans-fat: Except for naturally occurring trans-fat in meat products, all foods served in schools must contain zero grams of trans-fat (less than 0.5 grams on label) per serving.

J. Whole grain rich: SY 2015 and beyond, all grains served for NSLP and SBP must be whole grain rich.

Exhibit D - Participation for Prior School Year (2013-2014)

Table 1 - Student Lunch Participation by School Type

School Type A	Total Lunches Served for Year B	Total Serving Days for Year C	Average Daily Participation B/C = D	Total Enrollment E	Average Daily Participation Percentage D/E = F
Elementary School(s)	81,845	178	459.81	506	91%
Middle/Jr. High School(s)	39,604	178	2322.5	255	88%
Sr. High School(s)	33,075	178	185.82	351	53%
SFA-wide	154,524	178	868.12	1112	78%

Table 2 - Number of Lunches by Income Category

School Type A	Total Lunches Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	81,845	23,493	5,224	53,128
Middle/Jr. High School(s)	39,604	14,746	3,035	21,823
Sr. High School(s)	33,075	16,017	2,184	14,874
SFA-wide	154,524	54,256	10,443	89,825

Table 3 - Student Breakfast Participation by School Type

School Type A	Total Breakfasts Served for Year B	Total Serving Days for Year C	Average Daily Participation B / C = D	Total Enrollment E	Average Daily Participation Percentage D / E = F
Elementary School(s)	34,849	178	195.78	506	39%
Middle/Jr. High School(s)	6,324	178	35.5	255	14%

Sr. High School(s)	6,342	178	35.63	351	11%
SFA-wide	47,515	178	266.94	1112	24%

Table 4 - Number of Breakfasts by Income Category

School Type A	Total Breakfasts Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	34,849	1,968	1,995	30,886
Middle/Jr. High School(s)	6,324	288	225	5,811
Sr. High School(s)	6,342	1,485	249	4,608
SFA-wide	47,515	3,741	2,469	41,305

Exhibit D - Participation for Prior School Year (2012-2013), continued

Table 5 - Student After School Snack Participation by School Type			
School Type A	Total Snacks Served for Year B	Total Serving Days for Year C	Average Daily Participation B / C = D
Elementary School(s)	Not applicable		
Middle/Jr. High School(s)			
Sr. High School(s)			
SFA-wide			

Table 6 - Number of After School Snacks by Income Category				
School Type A	Total Snacks Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)	Not Applicable			
Middle/Jr. High School(s)				
Sr. High School(s)				
SFA-wide				

Table 7 - Non-Reimbursable Sales Revenue (i.e. a la carte, 2 nd meals served to students, adult meals, catering, etc.)		
Total Revenue for Year A	Meal Equivalent Rate B	Number of Meal Equivalents A / B = C
28,161.60	\$3.3325	8,450.6

Enter information about Special Milk Program (SMP) and Fresh Fruit Vegetable Program (FFVP) if applicable.

Exhibit E - Price Schedule for Current School Year (2014-2015)

Lunches	
Elementary Paid	\$2.10
Middle/Jr. High School Paid	\$2.25
Sr. High School Paid	\$2.25
Adults	\$3.50

Breakfasts	
Elementary Paid	\$1.40
Middle/Jr. High School Paid	\$1.40
Sr. High School Paid	\$1.40
Adults	\$1.80

After School Care Snacks	
Elementary Paid	\$NA
Middle/Jr. High School Paid	\$NA
Sr. High School Paid	\$NA
Adults	\$NA

A la Carte	
Main Dishes	\$3.50
Sandwiches	\$1.65
Side Dishes	\$.75
Desserts	\$.75-\$1.25
Beverages	\$1.00-1.50
Snack Items	\$.45-\$1.00

**Exhibit F – Financial
Operating Statements
for Prior Three Years**

Expenses

	2011-2012	2012-2013	2013-2014
Purchased Food	\$230,746.46	\$302,001.56	\$260,377.36
Market Value Commodities	\$45,538.87	\$34,786.02	\$37,115.33
Food Production Supplies			
General Operating Supplies	\$55,779.71	\$35,641.80	\$19,211.17
Non Capitalized Equipment			
Capital equipment			
Depreciation/ Replacement projections	\$21,811.86	\$25,461.86	\$9,291.94
Repairs	\$30,406.37	\$21,813.98	\$7,763.10
Food Service Employee wages	\$205,149.97	\$226,406.96	\$225,229.92
School district Payroll Taxes	\$15,683.51	\$17,353.92	\$17,151.58
School District Fringe Benefits & Insurance	\$107,097.10	\$113,089.52	\$121,297.96
Fund Transfer out			
Other expenses			
Downward Adj to beginning balance			154.96
Gas for Lunch Van	\$1,741.97	\$2,841.34	\$550.58
Communications	\$127.74	\$351.64	
Travel	\$8,694.24	\$2,340.31	\$747.28
Purchased Service	\$1,560.77		\$652.75
Computer Maintenance Serv.		\$1,175.25	
TOTAL	\$724,338.57	\$783,264.16	\$699,543.93

Revenues	2011-2012	2012-2013	2013-2014
Cash received from students for breakfast and lunch	\$157,649.35	\$139,172.34	\$117,998.57
Federal reimbursement	\$383,593.36	\$372,563.49	\$435,432.02
State reimbursement	\$5,949.54	\$5,964.20	\$5,710.73
Cash received from adults	\$6,016.95	\$7,422.65	\$9,421.20
A la carte sales and second meals		\$12,682.30	\$28,149.55
Catering Revenue	NA	NA	NA
Commodity Value	\$45,538.87	\$34,786.02	\$37,115.33
Other Revenue+Interest	\$4,187.77	\$3,354.56	\$3,838.35
Fund Transfer in-Upward adj To Beginning Balance		\$19,343.63	
Fruit and Vegetable Grant	\$31,460.53	\$30,854.91	\$21,785.07
Summer Food Program	\$27,187.87	\$15,662.04	\$24,244.36
Comp for loss of fixed Assets	\$22,577.17	\$0.00	\$9,411.14
TOTAL	\$684,161.41	\$641,806.14	\$693,106.32

Exhibit G – Division of Costs for the Food Service Operation

Prior to issuing the Request for Proposal, mark with an "X" those costs that will be the responsibility of the Contractor and those costs that will be the responsibility of the SFA.

COSTS	CONTRACTOR	SFA
Food Cost (food, condiments, beverages)	x	
Labor Cost		
Hourly Wages:	x	
Bookkeeper / Secretarial		x
Food Service Workers	x	
Driver		x
Other		
Hourly Benefits and Taxes		
FICA	x	X for Driver
Retirement for Contractor's employees		X for
Unemployment Insurance for Contractor's employees	x	
Workers' Compensation for Contractor's employees	x	
Health Insurance for Contractor's employees	x	
Life Insurance and Disability for Contractor's employees	x	
Holidays for Contractor's employees	x	
Management Salaries		
Management Benefits and Taxes		
Other Purchased Services		
Telephone, local service		x
Telephone, long distance		x
Utilities (heat, power, water)		x
Extermination		x
Laundry		
Other		
Supplies		
Disposable Serviceware	X	
Cleaning Supplies	x	
Paper Supplies	x	
Uniforms	x	
Menu Paper	x	
Menu Printing	x	
Promotional Materials	X	
Office Supplies		x
Equipment and Repair		
Replacement of Capital/Major Equipment		X
Replacement of Expendable/Minor Equipment		X
Repair of Equipment (Normal wear and tear)		X
Repair of Equipment Resulting from Negligence of Contractor's	X	
Repair of Equipment Resulting from Negligence of SFA's		X

Exhibit G – Division of Costs for the Food Service Program, continued

COSTS	CONTRACTOR	SFA
Capital Improvement		
Building Structural Changes		X
Painting		X
Other		
Vehicle Lease or Purchase		X
Vehicle Maintenance		x
Vehicle Major Repairs		x
Vehicle Fuel and Oil		x
Vehicle Taxes		x
Vehicle Insurance		x
Vehicle Licenses		x
Vehicle Registration		x
Depreciation		X
Audit Fees		x
Licenses/Permits		x
Promotions	X	
Mileage	x	
Employee Physicals	x	
Sales Tax	x	
Performance Bond (if applicable)	X	
Liability Insurance	X	
FSMC Training Workshops	X	
Travel Expenses for FSMC Training Workshops	X	
Custodians		X
School Secretaries		x
Trash Pickup		x

Exhibit H - Division of Responsibilities for the Food Service Program

SFA and CONTRACTOR responsibilities include, but are not necessarily limited to, those listed in this exhibit.

	SFA Responsibilities - The SFA is required by Federal regulations and/or Iowa Department of Education Bureau of Nutrition & Health Services (BNHS) policy to retain responsibility for the following tasks. These tasks cannot be delegated to the contractor
	General Administration
1.	Complete annual program renewal documents with BNHS
2.	Retain signature authority on the program agreement with BNHS, reduced price and free policy statement and the claims for reimbursement.
3.	Coordinate the food service advisory committee.
4.	Maintain Food Service Account financial responsibility.
5.	Establish all prices for reimbursable and nonreimbursable meals, a la carte services and vending.
	Free & Reduced Price Policy Administration
1.	Appoint and train determining official(s) and hearing official.
2.	Distribute materials to parents and guardians.
3.	Collect submitted applications.
4.	Process applications, including approval/denial and follow-up to obtain complete information.
5.	Enter data into computer if computer system automatically determines eligibility.
6.	Administer the Direct Certification process.
7.	Notify parent/guardian of application status.
8.	Administer all aspects of the income verification process.
9.	For SFAs with multiple sites, conduct on-site reviews of counting and claiming procedures at all sites by February 1 of each year, including written documentation of visit, corrective action plan as needed, and follow-up reviews.

	Reimbursement Claims
1.	Sign or submit electronically the claim for reimbursement.
	USDA Donated Foods
1.	Retain title to USDA donated food.
2.	Ensure USDA donated foods are fully utilized.
3.	Retain refunds on processed USDA donated foods.

Exhibit H - Division of Responsibilities for the Food Service Program, continued

	Contractor Responsibilities
	Food Service Operations
1.	Plan menus in consultation with SFA.
2.	Purchase food.
3.	Receive and store food and supplies.
4.	Conduct periodic physical inventory of food and supplies.
5.	Prepare food.
6.	Deliver food to serving sites.
7.	Provide dining room and counter service.
8.	Clean and maintain kitchen facilities.
9.	Hire and supervise personnel.
10.	Train personnel.
11.	Merchandise food.
12.	Conduct food service promotions.

13.	Participate on food service advisory committee.
14.	Maintain separate inventory of USDA donated foods.
15.	Maintain records to support SFA claim for reimbursement.
16.	Maintain records to support Food Safety Program Based on Process Approach to HACCP
17.	Support the SFA's Wellness Policy

Exhibit H - Division of Responsibilities for the Food Service Program, continued

Responsibilities to Assign to Either the Contractor or the SFA:			
The SFA should mark with an "X" those responsibilities that will be assumed by the CONTRACTOR and those that will be assumed by the SFA. Add additional responsibilities as needed.			
	Responsibilities	Contractor	SFA
1.	Pick-up and bank deposit of daily cash.		X
2.	Maintain building.		x
3.	Sell and distribute meal tickets.		x
4.	Print meal tickets. (Part of Infinite Campus)		x
5.	Print promotional materials.	x	
6.	Print menus.	x	
7.	Nutrition Education	x	
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

Exhibit I – Information Required on Invoice

The following information should be for the month and YTD

Reimbursable Breakfasts served

Reimbursable Lunches Served

Reimbursable ACSP Served

Total Meal Equivalents served

Revenues

1. Federal reimbursement
2. State Reimbursement
3. Student lunch sales
4. Breakfast Lunch sales
5. Adult meal sales
6. A la carte sales
7. Catering sales
8. Vending sales
9. Other sales
10. Interest
11. Rebates, Volume Discount Allowances received by the FSMC, Discounts Received

Expenditures

1. Purchased food—may choose to break down into Groceries, Dairy, Bread, Beverages, Frozen foods, Meats and other potential categories.
2. Food production supplies
3. General operating supplies
4. Labor—If both District and FSMC Labor is involved—Please separate by District and FSMC
 - a. Salaries
 - b. Benefits
 - c. Payroll Taxes
 - d. Staff development
 - e. Conference Travel
5. Purchased services
6. Property Operations
7. Equipment
8. Miscellaneous

Value of Commodities Received

Profit or Loss for the program

Exhibit J -- SFA Policies Impacting the Food Service Program

Attach the SFA's policy for snow days, local wellness policy, Healthy Kids Act requirements, HHFKA meal requirements, emergency procedures, and any other policies that could impact the food service operation.

Exhibit K - Contractor Profile

Part 1 - Contact Information

A. Respondent's Name: _____

B. Title: _____

C. Signature: _____

D. Mailing Address: _____

E. Area Code/Telephone: _____

F. Fax: _____

G. E-mail: _____

Part 2 - General Information

A. Company Name: _____

B. Address of Company Headquarters: _____

C. Number of Offices: _____

D. Location of Offices: _____

E. Employees:

Category	Number
All company employees	
Food service employees	
School food service employees	
Client employees supervised by company	

Exhibit K, Contractor Profile, continued

Part 3 - School Food Service Experience

- A. Attach a **client list**, using the format below, that includes each school district or other similar organization that the company has served during the past 5 years. Label as Exhibit K, Part 3, A.

District Name: _____

Status: Active Discontinued/Terminated

If your company's services were discontinued or terminated, explain why.

Contact information for district administrator who is knowledgeable of your firm's performance:

Name: _____

Title: _____

Area Code / Phone Number: _____

- B. **Attach a narrative summary** documenting the company's experience during the past 3 years of successfully operating a complex food service program requiring nutritious meals that comply with applicable regulations. Label as Exhibit K, Part 3, B.
- C. **Attach a reference list** providing the name, title, address, and phone number of 3 current food service clients who can be contacted as references. Label as Exhibit K, Part 3, C.

Name: _____

Title: _____

Client Organization: _____

Address: _____

Area Code / Phone Number: _____

Part 4 - Personnel and Management Team

- A. **Attach a list including the names of all team members** and their proposed roles in the SFA's food service program. Label as Exhibit K, Part 4, A..
- B. **Attach a resume for each team member** listed in Part 3, A. showing his or her relevant experience and qualifications. Label as Exhibit K, Part 4, B.
- C. **Briefly describe the company's organization**, and how its resources will be used for the benefit of the SFA's food service program. Label as Exhibit K, Part 4, C.

Exhibit M – FSMC Fee Estimate

Table 1. Fixed Fee Per Meal Equivalent


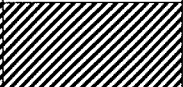
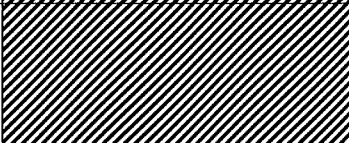
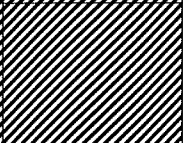


Meal Type Column A	Number of Meals Column B	Fee per Meal Column C	Total Column D
1. Total Student Lunches (Exhibit D, Table 1, column B)		\$	(B x C)
2. Total Student Breakfasts (Exhibit D, Table 3, column B)		\$	(B x C)
3. Total Student Snacks (Exhibit D, Table 5, column B)		&	(B x C)
4. Total Revenue from Non-Reimbursable Meal Equivalents (Exhibit D, Table 7, column C)	\$ amt of nonprogram \$	Divide by \$3.3325	
5. Total Meal Equivalents (Line 4, column D x Lunch Fee)			(4D x C1)
6. Estimated Total Fixed Fees (Add D1, D2, D3, + D5)			\$
			

Exhibit N - Personnel and Staffing Plans

1. Personnel Costs:

Job Category	Number of Positions	Average Hourly Wage	Average Hours Per Week	Total Cost Per Week
Director/Supervisor				
Kitchen Managers				
Cooks				
Assistants				
Cashiers				
Other				
TOTAL				

- a. Yes No Does the contractor propose that all present food service employees will be retained as employees of the SFA?

If item 1 is "yes", complete items b. and c. If item 1 is "no", skip to item d.

- b. Yes No Does the contractor intend to hire and terminate all food service employees?

- c. Should a problem occur with an employee, how does the contractor intend to work through the SFA's grievance procedure that is now in place?

- d. Yes No Does the contractor propose to change all hourly employees to become employees of the contractor? If item d. is "yes", complete items e. and f.

- e. Describe the contractor's plans for transitioning employees from the SFA to the contractor.

- f. Describe fringe benefits that will be provided for the contractor's food service employees.

Exhibit N - Personnel and Staffing Plans, continued

2. Staffing Plan:

- a. Attach a detailed staffing plan for each food service operation using the following format. Within each table, list job titles in order from highest to lowest classification. Label as Exhibit O,2,a.

Salaried Positions				
Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program

Hourly Positions				
Job Title	Number of Positions	Average Hourly Wage	Benefits	Retirement Program

- b. Student Help (as appropriate): Students are currently utilized for limited times and limited kitchen duties in many schools. Students receive only free meals for their work. Student help is contingent upon approval of the building principal. If the contractor intends to use student help, explain how and to what extent.

Exhibit O - Plans to Increase Program Participation

Based upon the participation data provided in Exhibit D., describe specific actions that will be taken to maintain and increase student participation in the food service programs.

Exhibit P: SCHEDULE OF APPLICABLE LAWS

1. FSMC shall comply with
 - a) Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
 - b) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency (EPA) regulations (40 CFR 15)
 - c) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR 5.
 - i) Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours.
 - ii) Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek.
 - iii) Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Sec. of Labor.
 - d) Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
 - e) The following civil rights laws, as amended:
 - i) Title VI of the Education Amendments of 1972;
 - ii) Section 504 of the Rehabilitation Act of 1973;
 - iii) the Age Discrimination Act of 1975;
 - iv) Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and
 - v) FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
 - f) The Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.23.
2. FSMC has signed the
 - a. Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of this Contract.
 - b. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
 - c. Lobbying Certification, Exhibit M, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.

APPENDIX 1-AWARD EXAMPLE: FIXED FEE CONTRACT

The BNHS provided "Criteria for Award Table" must be used to evaluate the proposals submitted by FSMCs in order to establish a quantitative score based on the selection criteria on page 4 of the RFP/contract. The RFP must establish a level playing field for all companies that submit proposals. All possible sources of revenue for the contract period must be included, including extensions of the contract. The RFP is the defining document for the contract that will be prepared once a contractor is identified.

Example for calculating points for Cost: When possible, calculate the percentage difference between fees. For example, FSMC #1 proposal \$2.87 for lunch; FSMC# 2 proposal \$2.63 for lunch; and FSMC# 3 proposal \$2.75 for lunch. FSMC #2 is the lowest proposal and would get all 50 points. FSMC #1 is 8.4% more so they would get 41.6 (could round up to 42) points. FSMC #3 is 4.4% more, so they would get 45.6 (could round up to 46) points. *(Calculation: 2.63 divided by 2.87 = .916 x 100 = 91.6%. 100% – 91.6% = 8.4%. 50 points minus 8.4% = 45.8)* *(Other meals included in the proposal, such as breakfast or afterschool snack would have to be calculated and added together. Those fees could be weighted according to the number of each meal claimed. Documentation must be maintained to support the calculations.)*

Other areas may be more subjective and therefore more difficult to assign points. It might be advisable to create a rubric for some, or all, criteria so that the points assigned by the team for that criteria are as objective as possible. *For example, what qualifications and experience are you looking for? The company that comes closest would get five points. On the example below, two FSMCs met the qualifications/experience that the SFA wanted, so they both received five points.* (There are many free rubric websites such as <http://rubistar.4teachers.org/>.) Whatever decision is made, there should be documentation of what went into the decision. The completed Award Table and any documentation or materials used in the award decision must be submitted to cheryl.benson@iowa.gov to justify the decision to award the contract. The RFP must establish a level playing field for all companies that submit proposals.

CRITERIA FOR AWARD TABLE, EXAMPLE

Exhibit	Criteria	FSMC 1	FSMC 2	FSMC 3	%/pts
Page 18	FSMC Fees	42	50	46	50
Exhibit L	Anticipated operation costs, financial condition, company stability, business practices	10	7	8	10
Exhibit K	Qualification/Experience	5	5	4	5
Page 25	Optional Services, Miscellaneous	5	4	4	5
Exhibit N	Personnel management and staffing	15	8	10	15
Exhibit O	Increase participation and Program Innovation	5	7	10	10
	Experience/References from other schools	3	5	3	5
Total		76	86	85	100

The bid would be awarded to FSMC #2

APPENDIX 2-FSMC CONTACT INFORMATION

*Currently Serving Iowa Schools, *listed alphabetically*:

A'Vianos, LLC, Address: 1751 West County Road B, Suite 300, Roseville, MN 55113, 651-631-0940

CBM Managed Services, Address: 500 E 52nd Street N, Sioux Falls, SD 57104, Jeff Green, 335-0825, jeff@cbmfoodservice.com

Chartwells, Compass Group North America, Address: 2400 Yorkmont Road, Charlotte, NC 28217, John Durtschi, 612-247-3865, john.durtschi@compass-usa.com or Caprice Byrd, 940-597-8338, caprice.byrd@compass-usa.com

Lunchtime Solutions, Inc. Address: 717 N. Derby Lane, Suite C; PO Box 2022, North Sioux City, SD 57049 Deni Winter, 712-251-0427, deni@lunchtimesolutions.com

SODEXO, Pamela Downey, 3020 Woodcreek Drive, Suite B, Downers Grove, IL, 60515; 312-213-9868, Pamela.downey@sodexo.com

Taher Inc., Address: 5570 Smetana Drive, Minnetonka, MN 55343, Judy Cameron, 952-945-0505, J.cameron@taher.com

*Prospective Companies:

Arbor Management, Inc. Address: 2100 W Corporate Dr. Suite B, Addison, IL 60101. Jeff Krause, VP Sales, 630-620-5005, jeff.krause@arbormgt.com

**This list represents companies that currently serve Iowa schools and companies that have contacted the State Agency interested in serving Iowa schools. The contact information is supplied for convenience to the SFA and no endorsement is implied.*

Item 6.2.8 Personnel Recruitment for Teacher Leadership Positions and Projected Needs
for Classroom Instructors – Update Provided by District Administrators

Background Information: The Teacher Leadership and Compensation Program award will create \$360,000 new dollars in Red Oak CSD for FY 16 to provide salary enhancements for teachers who are chosen as teacher coaches, peer leaders, and model instructors. The process of selecting applicants for this work will be well underway in the month of February.

The TLC Project Team will meet with Consultant Dana Schon on Wednesday, February 4 in a five hour work session to finalize job descriptions, set application protocol, and develop interview/selection components. It is likely the Board of Directors will have some recommendations to consider not later than the last meeting in February – the 23rd.

It is known the district will need to select between 20 and 25 professionals to meet the requirements of the grant. Most, if not all, positions will be filled by teachers who will still be teaching but will either have release time or extended contracted days to fulfil their new job requirements.

With this preliminary information, are there any questions from the governing body?

Suggested Board Action: No formal action needed.

Item 6.2.9 Update from the Directors' Subcommittee for Facilities: Review of Proposals for Construction Management Services and Recommendations for Approval as Needed – Board President Lee Fellers and Director Paul Griffen

Background Information: Please allow a few minutes for Board President Lee Fellers and Director Paul Griffen to review all processes underway for a recommendation to secure a Construction Management firm.

All received proposals were reviewed by the subcommittee on Wednesday, 1.21. Invitations have been extended to a number of firms to interview on Friday, January 30, 2015.

Suggested Board Action:

Item 7.0 Reports

Each board meeting may have one or more reports from district staff; announcements of future meetings; or general announcements from organizations. Seldom will the information require formal board of director action. If formal action is needed on any item, a recommendation will be provided.

7.1 Administrative Reports

Enclosed is a report from Computer Network Manager Henry Devito and a report from the maintenance and operations department. Questions or clarifications are welcomed.

7.2 Future Conferences, Workshops, Seminars

Today was the annual lobbying activity for the membership of the Iowa Association of School Boards. If one or more directors were in attendance, this would be a good time to review the efforts of meeting with legislators.

On January 14 Red Oak CSD was represented by three directors at the District Seven meeting in the Riverside CSD. Directors attending may have some comment to make about that activity.

7.3 Other Announcements

It is hard to predict when one or more special meeting dates will be needed in February with the facility project planning underway. It is known that a work session of at least 90 minutes to two hours will be needed for personnel evaluations. Are there some dates that could be examined this evening. I would suggest any date after February 10 will work for administrators.

TO: ROCSD Board of Directors
Terry Schmidt, Superintendent

FROM: Henry Devito, Computer Network Manager

RE: Summary of repairs that have been done so far this year compared to the previous year's 1:1 programs

2012-2013

201 laptops sent in for repair
Average 22 laptops sent in per month during the school year

2013-2014

265 laptops sent in for repair
15 repaired ourselves
Average 30 laptops sent in per month during the school year

2014-2015

1st Semester

377 laptops repaired in house
38 sent into Core for repair
Average 84 laptops repaired per month this school year
Average 9 computers per month sent to core for repair

This does not include laptops brought in for repair that we were able to fix and get right back out to the student within a few minutes

Maintenance/Transportation December Monthly Report

Middle School:

After given the clearance to return to the MS building by our State Fire Marshal on December 12th, we began relocating items back to the MS building. Relocation was complete on December 19th. With the closure of class for the Middle School on Friday December 19th, all paras, teachers and custodial staff were able to complete the move allowing for re-open following Christmas break.

Maintenance Training:

The maintenance training video presented to maintenance personnel in December was "Safety Orientation for Custodial Services and Maintenance Personnel." Videos are provided by our insurance company, EMC Insurance. We have had great attendance with our combined (leads and night custodians) safety meetings. Any lead or custodian not able to attend the meeting is required to watch the video and take the quiz at a later date.

State Fire Inspections:

We completed State Fire Inspections at all of the schools and are awaiting the Fire Marshal's report. We have started to complete some of the small items that were discussed during the inspections. Once the completed report is received, it will be distributed to the district for a plan of action.

Transportation:

All buses have been operating well through the month of December. We feel very fortunate for the weather we had in December. We continue to hold our bi-weekly meetings to address activity trips, safety, and any concerns drivers may have.

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 No School-Winter Break	2 No School-Professional Development BB G/B HS Glenwood Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	3 GBB Treynor Here 6:00/7:30 p.m.
4	5 Begin 3rd Qtr/2nd Sem Music Boosters Meeting 7:00 p.m. HS Band Room	6 Bowling @ Shenandoah 3:30 p.m. GBB MS @ Southwest Valley 4:00/5:30 p.m. WR HS @ Southwest Valley/Clarinda/St. Albert 5:30 p.m. BBB HS CB TJ Here 6:00/7:30	7 2 Hour Early Release Prof Dev	8 GBB MS Atlantic Here 4:00/5:30 p.m. WR HS @ Glenwood/East Mills/Riverside 5:30 p.m.	9 Bowling Lewis Central Here 3:30 p.m. BBB MS Clarinda Here 4:00/5:30 p.m. BB G/B HS @ Shenandoah JV 4:30/6:00 p.m. V 6:00/7:30	10 WR HS @ Atlantic Dual Tournament 10:00 a.m. BB G/B HS @ Creston JV 4:30/6:00 p.m. V 6:00/7:30 p.m.
11	12 BBB MS @ Creston 4:00/5:30 p.m. GBB MS @ Glenwood 4:00/5:30 p.m. BB 9/JV Clarinda G(T)/B(H) 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	13 Bowling Tournament Here 3:30 p.m. WR HS Bedford-Lenox/Grissold/Southwest Valley 5:30 p.m. BB G/B HS @ Clarinda 6:00/7:30 p.m.	14 2 Hour Early Release Prof Dev	15 BBB MS Atlantic Here 4:00/5:30 p.m.	16 GBB MS @ Shenandoah 4:00/5:30 p.m. BB HS Kuemper G(H)/B(T) 6:00/7:30 p.m.	17 WR HS @ ADM Tournament 10:00 a.m. Bluffs Jazz Festival
18	19 No School-Professional Development IWCC Jazz Festival	20 Bowling @ Creston 3:30 p.m. WR MS AHST/Harlan Here 4:00 p.m. BB G/B HS @ Glenwood JV 4:30/6:00 p.m. V 6:00/7:30 p.m. WR HS Creston/Shenandoah Here 5:30 p.m. @ MS Gym SWIBA Concert Band Festival HS	21 2 Hour Early Release Prof Dev Tag A Long Booster Meeting 6:00 p.m. HS MC	22 GBB MS Clarinda Here 4:00/5:30 p.m. WR MS @ East Mills/Shenandoah/Riverside 4:00 p.m.	23 WR HS @ Southwest Valley Tournament 4:00 p.m. BB G/B HS @ Harlan JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	24 District Speech Lg Group WR HS @ Southwest Valley Tournament 10:00 a.m.
25	26 GBB MS @ Creston 4:00/5:30 p.m. BB G/B HS @ Southwest Valley JV 4:30/6:00 p.m. V 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	27 WR MS @ Creston/Atlantic/Bedford 4:00 p.m. BB HS St. Albert G(T)/B(H) 6:00/7:30 p.m.	28 2 Hour Early Release Prof Dev	29 Bowling Denton Here 3:30 p.m. GBB MS Glenwood Here 4:00/5:30 p.m. WR MS @ East Mills/Glenwood 4:00 p.m. WR HS Atlantic/Lewis Central Here 5:30 p.m. SWI Honor Choir IWCC	30 BB HS Atlantic G(H)/B(T) 6:00/7:30 p.m.	31 Slate Jazz Band Festival-South WR HS H10 Tournament @ Glenwood 10:30 a.m.

691

February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 WR MS @ Clarinda/Bedford/ Lenox/East Mills 4:00 p.m. Music Boosters Meeting 7:00 p.m. HS Band Room	3 Bowling St. Albert Here 3:30 p.m. BB G/B HS Shenandoah Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	4 2 Hour Early Release Prof Dev	5 GBB MS @ Atlantic 4:00/5:30 p.m. WR MS @ Glenwood/Sidney/St. Albert 4:00 p.m. Speech Lg Group Evening with the Stars 6:00 p.m. HS Media Center	6 MS Jazz Band YMCA Soup Luncheon BB G/B HS Creston JV 4:30/6:00 p.m. V 6:00/7:30 p.m.	7 State Speech Contest Lg Group @ West Des Moines Valley WR Sectional Meet TBA
8	9 GBB MS Creston Here 4:00/5:30 p.m. BB G/B Southwest Valley Here JV 4:30/6:00 p.m. V 6:00/7:30 p.m. School Board Meeting 6:00 p.m.	10 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. Wr Regional Dual Meet GBB MS @ Lewis Central 4:00/5:30 p.m. PTO Meeting 5:15 p.m. IPS	11	12 Bowling Harlan Here 3:30 p.m. 2 Hour Early Release P/T Conferences 4:00-8:00 p.m. WR MS @ Shenandoah/ Sidney/Clarinda 4:00 p.m.	13 No School BBB HS @ Lenox 6:00/7:30 p.m.	14 GBB 3A Regional Tourna- ment WR District Meet TBA SE Polk Jazz Festivalz
15	16 No School-Snow Make Up Day TR Practice Begins WR MS @ East Mills/Clarinda/ Lenox 4:00 p.m. BBB 2A District Tournament	17 Bowling State Qualifying Tournament SWIBA Dick Baumann Jazz Festival @ Audubon SWI/ICDA MS Contests @ CB Wilson MS	18 2 Hour Early Release Prof Dev GBB 3A Regional Tourna- ment WR State Duel Meet Tag A Long Booster Meeting 6:00 p.m. HSMC	19 BBB 2A District Tourna- ment WR State Meet	20 WR State Meet	21 GBB 3A Regional Tourna- ment WR State Meet IHSSA All State Festival Lg Group @ ISU
22	23 WR MS @ Shenandoah/Lewis Central 4:00 p.m. BBB 3A District Tournament Bowling State Tournament School Board Meeting 6:00 p.m.	24 Bowling State Tournament BBB 2A District Tourna- ment	25 2 Hour Early Release Prof Dev	26 BBB 3A District Tourna- ment	27 IPS/WIS/MS Spring Pictures UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium	28 BBB 2A Sub-state Tourna- ment District Speech Contest Individuals UNO Jazz Festival HS Musical 7:00 p.m. HS Auditorium

071

March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 HS Musical 2:00 p.m. HS Auditorium	2 BBB 3A Sub-state Tournament GBB State Tournament Music Boosters Meeting 7:00 p.m. HS Band Room	3 GBB State Tournament MS Band Solo Night IPS One Book One School Night	4 2 Hour Early Release Prof Dev GBB State Tournament	5 GBB State Tournament	6 GBB State Tournament	7 GBB State Tournament
8	9 BBB State Tournament School Board Meeting 6:00 p.m.	10 End 3rd Qtr BBB State Tournament 6-12 Bandtasia 7:00 p.m. HS Auditorium SWI/ICDA Elem/MS Honor Choir @ Treynor PTO Meeting 5:15 p.m. IWIS	11 2 Hour Early Release Prof Dev Begin 4 Qtr BBB State Tournament	12 BBB State Tournament Speech Individual Evening with the Stars 6:00 p.m. HS Media Center	13 BBB State Tournament	14 BBB State Tournament Speech Individual State @ Glemwood
15	16 No School-Spring Break Golf/Tennis Practice Begins	17 No School-Spring Break	18 No School-Spring Break Tag A Long Booster Meeting 6:00 p.m. HS MC	19 No School-Spring Break	20 No School-Spring Break	21
22	23 WIS Art Expo School Board Meeting 6:00 p.m. If Needed	24 WIS Art Expo	25 2 Hour Early Release Prof Dev WIS Art Expo	26 WIS Art Expo Jazz Night 7:00 p.m. HS Auditorium	27 WIS Art Expo HS Musical 7:00 p.m. HS Auditorium	28 HS Musical 7:00 p.m. HS Auditorium
29 HS Musical 2:00 p.m. HS Auditorium	30 IHSSA All State Speech Festival Individuals @UNI	31 Tr HS H10 South 4:30 p.m. G@Creston/B@Clarinda				

171