

School District: ADA PUBLIC SCHOOLS County/District Code: 62/1019

FIXED-PRICE CONTRACT REQUEST FOR PROPOSAL

Competitive Proposal—the FSMC will be paid at a fixed rate per meal/lunch equivalent.

The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner. *The proposed fixed price should not include, or net out, the value of commodities (USDA Foods)*

- a. Menu development specific to the operation
- b. Nutrition education materials and program expense
- c. Design services specific to the operation
- d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
- e. Personal representation, visitation, and coverage on a regular basis by a principal of FSMC
- f. All accounting
- g. All payroll costs and documentation
- h. Administrative dietetic, nutritional, sanitation, and personnel advice
- i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- j. All training costs for FSMC employees
- k. All travel costs for training for FSMC employees
- l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- m. One-time performance bond
- n. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance

To be completed by the FSMC:

*Fixed Price Per Meal/Lunch Equivalent: \$ 3.54

- A. The fixed price per meal/lunch equivalent will be subject to an annual escalation/de-escalation provision, made at the time of contract renewal (if any), based on the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be: equal to the CPI for all Urban Consumers, as of March of the current year (rounded down to the nearest cent). The only price increase allowed once contract is signed by both parties is the increase in the CPI.

* Because some of the provisions of the new meal pattern requirements do not go into effect until later, the FSMC needs to be aware of the new meal pattern implementation timeline. *Refer to the Appendix.*

AGREEMENT

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

The Offerer certifies that all terms and conditions within the RFP shall be considered a part of the contract as if incorporated therein.

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

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

ATTEST:

SCHOOL FOOD AUTHORITY:

ADA CITY SCHOOLS

Name of SFA

Signature of Authorized Representative

Pat Liticker

Typed Name of Authorized Representative

Superintendent

Title

Date Signed

ATTEST:

Frances Heiselman

30197A1A6D030E7C6468BD0EF9EE519C

contractworks

FOOD SERVICE MANAGEMENT COMPANY:

Southwest Foodservice Excellence

Name of FSMC

Stephen C Odom

ADFECD0C024EE70F09F374A65BB43D8C contractworks

Signature of Authorized Representative

Chris Odom

Typed Name of Authorized Representative

President

Title

06/12/2026

Date Signed